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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 399 OF 2023
WITH
INTERIM APPLICATION NO. 12459 OF 2024
WITH
INTERIM APPLICATION NO. 12892 OF 2023
IN
SECOND APPEAL NO. 399 OF 2023**

Rahul Baban Padman ... Appellant/Applicant

vs.

Rohini Pandharinath Deshpande ... Respondent

Mr. Surel Shah, Senior Advocate⁴ a/w. Mr. Ishaan Kapse for Appellant.

Mr. Purushottam Chavan a/w. Mr. Someshwar Pawale Patil for Respondent No.7.

CORAM : GAURI GODSE, J.

DATED : 18th MARCH 2025

ORDER:

1. Heard learned counsels for the parties. The second appeal is admitted on the following substantial questions of law:

I) Whether the agreement dated 26th March 2008 could be termed as a suspicious document executed only to justify the

This is the corrected Order as per speaking to the minutes order dated 4th April 2025

sale deed in favour of defendant no.6 during the subsistence of the suit agreement, in as much as the sale deed in favour of defendant no.6 is for total consideration of Rs. 1,05,000/- and the agreement dated 26th March 2008 refers to a total consideration of Rs. 8,25,000/-?

II) Whether in view of the discrepancy in the total consideration in the sale deed in favour of defendant no.6 and the agreement to sale dated 26th March 2008, the agreement can be termed as executed only to justify the subsequent sale deed in favour of defendant no.6, in as much as the suit for partition granting separate share of defendant nos. 1 to 5 was decreed only on 27th April 2008, however, the agreement dated 26th March 2008, refers to the separate share given to them in the partition decree passed subsequently?

III) In the event, the agreement dated 26th March 2008 is held as suspicious document, whether the sale deed executed in favour of defendant no.6 during the subsistence of the suit agreement would also be binding upon defendant no.6, in view of Section 19(b) of the Specific Relief Act?

IV) Whether the prayer for specific performance could have been rejected by holding that the agreement was not a

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registered document?

V) In view of the valid and subsisting agreement in favour of the plaintiff, whether the reasons recorded by the first appellate court to reverse the trial court's findings granting specific performance would be sustainable and whether the plaintiff would be entitled for specific performance of the agreement?

2. Mr. Chavan, waives notice on behalf of Respondent No.7.
3. In addition to Court notice, learned advocate for the appellant to serve the remaining respondents, by private notice and file affidavit of service.
4. Call for records and proceedings.
5. Printing is dispensed with.
6. Learned advocate for the appellant shall file private paper-book within a period of one year from today.

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7. Issue notice to the respondents, returnable on 11th July 2025.
8. Mr. Chavan, waives notice on behalf of Respondent No.7.
9. In addition to Court notice, learned advocate for the applicant
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to serve the remaining respondents, by private notice and file affidavit of service before the next date.

10. During the pendency of the application, there will be ad-interim relief in terms of prayer clause (c).

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11. Rule on interim relief in terms of prayer clauses (a) and (b) is made returnable on 11th July 2025.

12. Mr. Chavan, waives notice on behalf of Respondent No.7.

13. In addition to Court notice, learned advocate for the applicant to serve the remaining respondents, by private notice and file affidavit of service before the next date.

14. During the pendency of the application, there will be ad-interim relief in terms of prayer clauses (a) and (b).

(GAURI GODSE, J.)