



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR.**

SECOND APPEAL NO. 85 OF 2025

APPELLANT :

(Org.Dfdt.)
On R.A.

Shivaji Punjaji Panjarkar,
Aged about 61 years,
Occ. Business,
R/o. Kali Fail, Washim,
Dist. Washim.

V E R S U S

RESPONDENT :

(Org.Plff)

Ghanshyam Ratanlal Bang,
Age about 60 years, Occ. Service,
R/o. Mannasinh Chauk,
Near Swagat Lawn,
Washim, Dist. Washim.

Shri Vijaykumar Paliwal, Advocate for appellant.

CORAM: ROHIT W. JOSHI, J.

DATED : 22/04/2025.

ORAL JUDGMENT :

1. The original defendant who has suffered concurrent decrees in a suit for recovery filed against the respondent, has filed the present second appeal.

2. The contention raised by the learned advocate for the appellant is that the respondent - plaintiff has failed to prove that he had paid a sum of Rs.15,00,000/- to the appellant - defendant. The learned advocate contends that in the absence of any evidence demonstrating the payment of Rs.15,00,000/-, both Courts have erred in granting the decree for recovery of money in the said amount in favour of the respondent - plaintiff. He states that the finding of fact

although cannot normally be interfered with in the second appeal, in the absence of any evidence to support the alleged payment of Rs.15,00,000/-, the findings recorded by the learned Courts are perverse and perverse findings do give rise to a substantial question of law.

3. I have perused the Judgments delivered by both the learned Courts. The parties have initially entered into a partnership. The parties have thereafter, executed a document for cancellation of partnership. The said document is at Exh.36. It is recorded in the said document that the plaintiff is parting with the partnership firm against an amount of Rs.15,00,000/- to be paid to him by the defendant.

4. Perusal of the Judgment passed by the learned Courts would indicate that the defendant had come up with a case that his signature on the document of cancellation of partnership at Exh.36 was obtained on blank stamp paper and the said signature was misused to fabricate the document at Exh.36. As against such case set up during the course of trial, in the notice dated 04/09/2014 at Exh.48, the defendant has raised a contention that he was forced by the plaintiff to sign the said document. The stand taken by the defendant is self-contradictory. The contradiction in the stand taken cannot be reconciled. It is apparent that the signature on the document wherein the liability to make payment of Rs.15,00,000/- is admitted, is not in dispute. The learned Courts have held that the defendant is a Civil Contractor working with various

Government Departments and he will not sign the blank stamp paper and hand over the same to any person. The finding recorded by the learned Courts is based on appreciation of evidence. Re-appreciation of evidence is not permissible having regard to the limited scope of Section 100 of the Code of Civil Procedure. I find that the observations of the learned Courts in the Judgments cannot be said to be perverse by any stretch of imagination.

5. In that view of the matter, no substantial question of law arises for consideration in the present second appeal.

6. The second appeal stands dismissed with no order as to costs.

7. Since the second appeal is dismissed, civil applications pending if any, are disposed of accordingly.

[ROHIT W. JOSHI, J.]