



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

SECOND APPEAL NO.323 OF 2021

Vinod Namdeorao Ganvir **Vs.** Shri Pramod Namdeorao Ganvir and ors.

*Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order*

Court's or Judge's Order

Mr. U. K. Bisen, Advocate for appellant.

Mr. S. S. Chopde, Advocate for respondent Nos. 1 to 4.

CORAM : ROHIT W. JOSHI, J.

DATE : 05.12.2025.

. The present Second Appeal is filed against concurrent decrees for partition and separate possession. It is not in dispute that the plaintiff and defendant Nos.2 to 4 are real brothers and defendant No.1 is their mother.

2. The suit property comprises of residential house, which was purchased by late Namdeorao (father of the plaintiff and defendant Nos.2 to 4 and husband of defendant No.1) vide registered Sale Deed dated 03.01.2011.

3. The defence of the present appellant, who is the original defendant No.4, is that the vendor/father had entered into oral agreement of sale with respect to suit property in his favour in the year 1996 and that on 07.11.2002, a notarized agreement recording delivery of possession was executed between vendor/father and defendant No.4.

4. The learned Advocate for the appellant-defendant No.4 contends that defendant No.4 is entitled to protect

his possession over the suit property as per Section 53-A of the Transfer of Property Act, 1882 (for short, “the Act”).

5. As regards the oral agreement, the same cannot confer any right in favour of defendant No.4 in the suit property in view of Section 54 of the Act, transfer of immovable property by an unregistered and oral agreement.

6. As regards Section 53-A of the Act, the alleged agreement of the year 1996 is an oral agreement and on the basis of which protection under Section 53-A of the Act, cannot be claimed.

7. As regards the subsequent agreement dated 07.11.2002, admittedly the said document is not a registered document. Section 53-A of the Transfer of Property Act came to be amended by Act No.48 of 2001 w.e.f. 24.09.2001, whereby the words “the contract, though required to be registered, has not been registered, or” came to be omitted. Likewise, Section 17(1A) also came to be introduced in the Registration Act by the said Act w.e.f. 24.09.2001. Section 17(1A) provides that an un-registered agreement of sale executed on or after 24.09.2001 shall have no effect for the purposes of Section 53-A of the Transfer of Property Act. The alleged subsequent agreement in question is dated 07.11.2002, which is an un-registered document. In view of amendment to Section 53-A of the Transfer of

Property Act and introduction of Section 17(1A) in the Registration Act, defendant no.4 cannot claim the protection of Section 53-A of the Act on the basis of the said agreement, since it is an un-registered document.

8. In view of the above, no substantial question of law arises for consideration. Second appeal is, therefore, **dismissed** with no order as to costs.

(ROHIT W. JOSHI, J.)

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