

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

SECOND APPEAL NO.358/2025

Gangadhar s/o Hariji More
...Versus...
Sanjay s/o Mukundrao Mahajan

Office Notes, Office Memoranda of Coram,
appearances, Court's orders or directions
and Registrar's orders

Court's or Judge's orders

Mr. O.W. Gupta & Ms Aparna Satheesan, Advocates for appellant
Mr. B.S. Rajurkar & Mr. Y.N. Thengre, Advocates for respondent

CORAM : ROHIT W. JOSHI, J.
DATE : 08/12/2025

1. The present second appeal is preferred against concurrent decrees for specific performance of contract passed against the present appellant.
2. The defence of the appellant/defendant is that the defendant was in need of money and had therefore, obtained hand loan of Rs.5,00,000/- from the plaintiff and that the plaintiff obtained his signatures on certain blank stamp papers and has accordingly created a false document of agreement of sale. It is further contended that the appellant/defendant was in further need of money to the tune of Rs.1,50,000/- somewhere in May, 2011 and at that time as well his signatures were obtained on blank stamp papers. Both the learned Courts have disbelieved the version of the defendant that he had not entered into any agreement of sale and that his signatures on blank papers were obtained in order to secure loan amount.

3. The plaintiff has entered in the witness box to prove transaction of sale. The plaintiff has also examined P.W.-2, who is attesting witness to the document in question. The other attesting witness to the agreement is brother of the defendant. However, the defendant has not examined his brother.

4. The case of defendant is that he was in need of money to the tune of Rs.6,50,000/-, Rs.5,00,000/- at the time of execution of agreement during February, 2011 and further Rs.1,50,000/- somewhere around May, 2011 and that the plaintiff had obtained his signatures on blank stamp papers, which were subsequently misused to create agreement of sale and payment receipt. As stated above, the defendant did not examine his brother, who is attesting witness to the agreement. In order to substantiate his case, the defendant tried to contend that the plaintiff allegedly entered into agreement with him although his name was not mutated in revenue records. However, the learned Courts have discarded this as a circumstance for disbelieving the agreement since sale-deed with respect to the suit property stands in the name of the defendant and plaintiff clearly stated that he had perused the sale-deed prior to enter into agreement. The learned Courts have also found that as against contention of defendant that amount of Rs.6,50,000/- was received by him as a hand loan, the plaintiff had by leading cogent evidence proved payment to the tune of Rs.8,50,000/-. In this regard the learned Courts have also recorded that the amount of alleged hand loan was not specified by the defendant either in his reply notice at Exh.20 or in the written statement. The

learned Courts have also recorded that the evidence of defendant did not indicate repayment of the alleged loan amount or any attempt towards the same. Both the Courts have found that except for a bare statement by the defendant that the plaintiff was engaged in illegal business of money lending without licence, there is no evidence on record to substantiate the same.

5. The judgments delivered by both the learned Courts take into consideration the entire evidence that is brought on record by the parties. The evidence is properly appreciated in order to record finding of fact that the plaintiff had duly proved the agreement in question.

6. Apart from the contention that the transaction was in fact a money lending transaction, no other contention is advanced by the learned Advocate for the appellant before this Court.

7. Having perused the pleadings and depositions, which are produced for perusal of this Court, this Court sees no reason to take a different view of the matter, particularly having regard to limited scope of interference under Section 100 of the Code of Civil Procedure. Second Appeal therefore does not disclose any substantial question of law and is dismissed accordingly. No order as to costs.

(ROHIT W. JOSHI, J.)