



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

SECOND APPEAL NO.751/2017

APPELLANT : Umesh S/o Radheshyam Sharma
Aged about – 47 years, Occupation – Business,
R/o Post Office Road, Gokulpeth Road,
Nagpur.

(Original Plaintiff)

...VERSUS...

RESPONDENTS : 1. Dashrath S/o Gangaram Bhange,
(Deceased through legal heirs)

(Original Defendant No.1)

- 1(a). Gayabai Wd/o of Dashrath Bhange,
Aged about – 79 years, Occupation -
Household.
- 1(b). Mahadeo S/o Dashrath Bhange,
Aged about 49 years, Occupation – Service.
- 1(c). Deorao S/o Dashrath Bhange,
Aged about 44 years, Occupation – Business.
- 1(d). Sau. Satyabhamabai S/o Dnyaneshwar
Nagpure, Aged about 55 years, Occupation-
Household.

Respondent No.1 (a) to (d) R/o Near Bazar
Square, Village Raipur, Hingna
Taluka-Hingna, District – Nagpur.

- 1(e). Sau. Tulsabai W/o Raju Nagpure,
Aged – 53 years, Occupation- Household,
R/o – Village Navegaon Bandh, Taluka-
Parshioni, District – Nagpur.
- 1(f). Sau. Maya W/o Vijay Dayre,
Aged about – 51 years, Occupation -

Household, R/o – Village Navegaon Bandh
Taluka – Parshioni, District – Nagpur.

- 1(g). Sau. Chhaya W/o Vishnu Kelwade,
Aged – 49 years, Occupation -
Household, R/o – Village Suradevi,
Taluka – Kamptee, District – Nagpur.
2. Shri Shyamrao S/o Gangaram Bhangе,
Aged about – 72 years, Occupation -
Agriculturist, R/o Village Raipur, Taluka-
Hingna, District, Nagpur.

Mr. M.G. Bhangde, Sr. Advocate a/w Mr. Adarsh G. Baheti, Advocate for appellants
Mr. M.R. Joharapurkar, Advocate for respondent

WITH

SECOND APPEAL NO.127/2018

APPELLANTS :

Dashrath S/o Gangaram Bhangе,
(Dead) through L.Rs.

1. Gayabai Wd/o of Dashrath Bhangе,
Aged about – 80 years, Occupation -
Household.
2. Mahadeo S/o Dashrath Bhangе,
Aged about 49 years, Occupation – Service.
3. Deorao S/o Dashrath Bhangе,
Aged about 46 years, Occupation – Business.
4. Sau. Satyabhamabai D/o Dnyaneshwar
Nagpure, Aged about 56 years, Occupation-
Household.

Nos.1 to 4 R/o Hingna, Tq. Hingna,
Distt. Nagpur.

5. Sau. Tulsabai W/o Raju Nagpure,
Aged – 54 years, Occupation- Household,
R/o – Village Bhugaon, Tq. Kamptee,
Distt. Nagpur.
6. Sau. Maya W/o Vijay Dayre,
Aged about – 52 years, Occupation -
Household, R/o – Village Navegaon Bandh
Taluka – Parseoni, District – Nagpur.
7. Sau. Chhaya W/o Vishnu Kelwade,
Aged – 50 years, Occupation -
Housewife, R/o – Village Suradevi,
Taluka – Kamptee, District – Nagpur.

- (Deft.No.2 on RA) 8. Shri Shyamrao S/o Gangaram Bhangde,
Aged about – 73 years, Occupation -
Agriculturist, R/o Village Raipur, Taluka-
Hingna, District, Nagpur.

...VERSUS...

RESPONDENT : Umesh S/o Radheshyam Sharma
(Plaintiff on RA) Aged about – 47 years, Occupation – Business,
R/o Post Office Road, Gokulpeth Road,
Nagpur.

Mr. M.R. Johrapurkar, Advocate for appellants
Mr. M.G. Bhangde, Sr. Advocate a/w Mr. Adarsh G. Baheti, Advocate for respondent

CORAM : ROHIT W. JOSHI, J.

Date of reserving the judgment : 15/10/2025
Date of pronouncing the judgment : 17/11/2025

JUDGMENT:

1. Present Second Appeal No.127/2018 came to be admitted vide order dated 24/07/2018 on the following substantial question of law :-

Whether the Courts have rightly exercised discretion while passing the decree for specific performance ?

2. Second Appeal No.751/2017 came to be admitted vide order dated 11/09/2018 on the following substantial question of law :-

The first Appellate court having found that defendants were in possession of 1 hectare 24 R land, whether the plaintiff could have been directed to have the sale-deed executed with regard to land admeasuring 1 Hectare 69 R land ?

3. Both these appeals arise out of the same civil suit. The appellants in Second Appeal No.127/2018 are the original defendants and appellant in Second Appeal No.751/2017 is the original plaintiff. The parties will be referred to as “plaintiff and defendants” in the present judgment. The plaintiff and defendants had entered into agreement of sale dated 01/02/2006 with respect to the suit property which is an agricultural land admeasuring 1.69 HR. The sale consideration was fixed at Rs.14,00,000/- per acre. As per the agreement the entire sale consideration was to be determined based on actual area of the suit property as would be determined upon

measurement of the suit property. The deal was finalized between the parties on 10/01/2006. The plaintiff had paid a sum of Rs.1100/- to the defendants on the said date. The plaintiff has paid amount of Rs.14,00,000/- to the defendants on 01/02/2006 i.e. on the date of execution of agreement. The agreement states that second installment of Rs.14,00,000/- was payable on or before 30/04/2006 and the balance sale consideration was payable on the date of execution and registration of the sale-deed which was to be done on or before 31/10/2006. The agreement also states that the defendants shall get the measurement of suit property done from the appropriate Government authority within a period of 30 days from the date of execution of agreement and shall also get the boundaries of the suit land determined accordingly within the said period.

4. The plaintiff had issued notice dated 24/04/2006 to the defendants stating that the defendants had failed to discharge their obligation of getting the suit property measured from the office of Tahsil Inspector of land records and to get the boundaries fixed as per the agreement. The plaintiff further stated that he was ready and willing to make payment of second installment of Rs.14,00,000/- to the defendants. It is stated in the notice that the defendants should get the measurement done and boundaries fixed in terms of the agreement and collect amount of Rs.14,00,000/- from the plaintiff. The notice further

records that in the event the needful is not done by the defendants, the plaintiff will not be bound to make payment of second installment of Rs.14,00,000/- on or before 30/04/2006 and that payment of second installment will be deferred. The said notice was not replied by the defendants. The parties are at contention as to whether the said notice was served on the defendants or not.

5. Thereafter, the plaintiff issued another legal notice dated 07/07/2006 reiterating the stand that the defendants had failed to get the land measured and boundaries fixed as per the agreement. It is stated in the notice that although the plaintiff was ready with the amount for making payment of second installment, the defendants did not turn up with the relevant documents of measurement, area correction and fixation of boundaries.

6. The defendants issued reply to the legal notice dated 07/07/2006 issued by the plaintiff. It is stated in the reply-notice that the land was got measured from the appropriate Government department on 23/03/2006. The defendants stated that the payment of second installment was not to be made after the measurement of land or fixation of boundaries and that the plaintiff had committed breach of agreement by not making payment of second installment of Rs.14,00,000/- on or before 30/04/2006. The defendants also stated that the plaintiff was aware about the fact that the measurement of land

was already done and yet he was raising issue with respect to the same. It will be pertinent to state that the plaintiff had also issued two telegrams dated 28/07/2006 to the defendants regarding measurement of land and fixation of boundaries.

7. In this backdrop of facts, the plaintiff filed suit for specific performance of contract being Special Civil Suit No.755/2006. The suit was filed on 09/08/2006. The defendants opposed the suit contending that plaintiff had committed breach of agreement by not making payment of second installment within the stipulated period. The defendants also contended that measurement map was provided to the plaintiff after the measurement was carried out in March, 2006.

8. Based on rival pleadings, issues were framed in the matter. The learned trial Court has recorded that the defendants were under obligation to get the measurement of suit property done from appropriate Government authority and to fix the boundaries of the suit property within a period of 30 days as per the agreement. The learned trial Court by referring to the legal notices dated 24/04/2006 and 07/07/2006, certificate issued by Banker and the plaintiff's affidavit dated 13/07/2006 regarding his presence in the office of concerned Sub Registrar has held that the plaintiff was all the while ready and willing to perform his part of the contract. As regards the measurement, the learned trial Court has observed that there was divergence in the area of

the suit property as per revenue record and area available at the spot and that the defendants had failed to get the record corrected till the date of cross-examination of defendant No.1 who entered the witness box on their behalf. The learned trial Court has found that as against 1.69 HR land, the defendants were in possession of land to the extent of 1.25 HR only and further that this 1.25 HR land included certain encroachment by the defendants over other adjoining lands. The learned trial Court found that the defendants were in breach of the agreement on account of failure of their part to get the boundaries fixed in terms of the agreement. In view of such findings, the learned trial Court decreed the suit for specific performance of contract.

9. Aggrieved by the aforesaid decree for specific performance, the defendants preferred First Appeal No.476/2012 challenging the said decree. In view of enhancement of pecuniary jurisdiction of the learned District Court, the appeal was sent to the learned District Court, Nagpur and was re-registered as Regular Civil Appeal No.201/2016. The learned first Appellate Court has dismissed the appeal vide judgment and decree dated 13/10/2017.

10. The learned first Appellate Court has recorded a finding that the defendants had got the land measured on 23/03/2006 i.e. before 30/03/2006 and that the said fact was within the knowledge of the plaintiff. It is, however, observed that although this measurement

was done the necessary correction with respect to difference in area was not done. The learned first Appellate Court has also referred to evidence of the Surveyor (D.W.2) to record a finding that the defendants were in possession of 1.25 HR land only and further that part of this 1.25 HR land it was in some other survey number.

11. The learned first Appellate Court has held in paragraph 16 of the judgment that the plaintiff intended to fix the price only with respect to the area of suit property actually in physical possession of the defendants and the defendants were insisting for fixation of sale consideration, as per the entire area of suit property as recorded in 7/12 extract. The learned first Appellate Court recorded a finding that the agreement did not contemplate that the property to be sold was the property in actual physical possession of the defendants. Further finding is recorded that the measurement map at Exhibit-87 indicated that the entire area was available at the spot. Thereafter, in paragraph 17, the learned first Appellate Court has recorded that there was some ambiguity with respect to interpretation of the agreement and that the plaintiff had misinterpreted the agreement *bona fide* to mean that the agreement was only in relation to land in possession of the defendants. In view of such observation, it is held that the plaintiff was ready and willing to perform his part of contract and that the misinterpretation of agreement did not create any doubt as regards his readiness and

willingness. Having held so, the learned first Appellate Court has held in paragraph 20 of the judgment that the condition of measurement and correction was a precondition for making payment of second installment of sale consideration. The learned trial Court has also referred to the judgment of the Hon'ble Supreme Court in the matter of ***Chand Rani Vs. Kamal Rani***, reported in ***(1993) 1 SCC 519*** and has extracted the said portion from the judgment, which reads as under :-

“In determining the question whether time is the essence of the contract, with reference to the performance of a contract, what generally may arise for consideration either with reference to the contract as a whole or with reference to a particular term or condition of the contract which is breached. In a contract relating to sale of immovable property if time is specified for payment of the sale price but not in regard to the execution of the sale deed, time will become the essence only with reference to payment of sale price but not in regard to execution of the sale deed. Normally in regard to contracts relating to sale of immovable properties, time is not considered to be essence of the contract unless such an intention can be gathered either from the express terms of the contract or impliedly from the intention of the parties as expressed by the terms of the contract.

The intention to make time stipulated for payment of balance consideration will be considered to be essence of the contract where such intention is evident from the express terms or the circumstances necessitating the sale, set out in the agreement. If, for example, the vendor discloses in the agreement of sale, the reason for the sale and the reason for

stipulating that time prescribed for payment to be the essence of the contract, that is, say, need to repay a particular loan before a particular date, or to meet an urgent time bound need (say medical or educational expenses of a family member) time stipulated for payment will be considered to be the essence. Even if the urgent need for the money within the specified time is not set out, if the words used clearly show an intention of the parties to make time the essence of contract, with reference to payment, time will be held to be the essence of the contract.”

Having considered the said judgment, the learned first Appellate Court has recorded that time was not essence of the contract between the parties.

12. Mr. M.R. Joharapurkar, learned Advocate for the defendants argues that the plaintiff has committed breach of the contract by not making payment of second installment within the prescribed period. He further states that the plaintiff was aware about the measurement of the suit property which was got measured by the defendants through the appropriate Government authority and yet the plaintiff feigned ignorance with respect to the same. He further contends that although the defendants were not in possession of the entire suit property, the agreement did not contemplate that land in physical possession of the defendants was only to be sold. Learned Advocate contends that both the learned Courts erred in exercising

discretion in favour of the plaintiff although he has committed breach of agreement and has also come up with incorrect stand with respect to measurement of land. He further contends that the stipulation regarding payment of second installment is independent of the obligation of defendants to get the land measured.

13. Per contra, Mr. M.G. Bhangde, learned Senior Advocate for the plaintiff contends that both the learned Courts have recorded a categorical finding of fact that the plaintiff was always ready and willing to perform his part of the contract. He contends that the plaintiff had examined the bank witness to establish his financial capability to discharge his financial obligation under the contract. The learned Senior Advocate submits that discretion exercised by both the learned Courts on appreciation of evidence does not warrant interference at the hands of this Court while entertaining the second appeal. With respect to contention of Mr. Joharapurkar that the plaintiff was present at the time of measurement and was aware about the same, Mr. Bhangde, learned Senior Advocate draws attention to cross-examination of D.W. 2-Surveyor wherein he has stated that the presence of plaintiff was shown in the measurement map since one of the persons present at the spot introduced himself as the plaintiff. He also draws attention to the cross-examination to point out that the plaint bears signature of plaintiff in English whereas, the map bears alleged signature of plaintiff in Marathi.

Attention is also drawn to the signature of the plaintiff on the agreement, which is also in English. As regards the substantial question of law, the learned Senior Advocate draws attention to Section 20 of the Specific Relief Act, 1963 and argues that the substantial question of law needs to be answered in the light of the said provision only and that this Court has not admitted the appeal on the point of readiness and willingness which is covered under Section 16 of the Specific Relief Act.

14. The contention of the learned Senior Advocate for the plaintiff that the substantial question of law needs to be answered only with reference to Section 20 of the Specific Relief Act, 1963 cannot be accepted, in view of judgment of the Hon'ble Supreme Court in the matter of *Parswanath Saha Vs. Bandhana Modak (Das) and another*, reported in **2024 SCC OnLine SC 3834**. The Hon'ble Supreme Court has categorically held that Section 20 is not exhaustive of the situations in which discretionary relief of specific performance cannot be granted. It is stated that the said provision only indicates the situations in which the Court may exercise discretion not to grant specific performance. In the matter of *Janardan Das and others Vs. Durga Prasad Agarwalla and others*, reported in **2024 SCC OnLine SC 2937**, the Hon'ble Supreme Court has held that since specific performance of contract is a discretionary relief, the plaintiff must establish sincerity and earnestness in fulfilling his contractual obligations. The judgment clearly implies

that grant of discretionary relief of specific performance also depends on proof of readiness and willingness.

15. The dispute between the parties appears to be with respect to schedule of payment incorporated in page 2 of the agreement and obligation of the defendants to get the land measured and boundaries fixed. As per the agreement, second installment of Rs.14,00,000/- was payable on or before 30/04/2006. The agreement also states that the balance sale consideration was payable by the plaintiff on or before 31/10/2006. As against this, the agreement also provides that the defendants were to get the suit property measured from the appropriate Government authority and get the boundaries fixed within a period of 30 days from the date of execution of agreement. The said clause further provides that the total sale consideration was to be determined based on the said measurement. It is also provided that in case any disparity or discrepancy is found upon measurement of the suit property the defendants will get it corrected at their expenses. It must also be stated that time frame of 30 days is stipulated only for measurement of the land and fixation of boundaries and not for setting right discrepancy or disparity, if any, to be noticed on such measurement being carried out.

16. It is the case of the defendants that the plaintiff has committed breach of the agreement by not making payment of

installment before 30/04/2006. As against this, the case of the plaintiff is that the stipulation for payment of installment is co-related to the stipulation for measurement of land, fixation of boundaries and correcting disparity, if any.

17. It is the case of the plaintiff that the defendants did not carry out measurement of the suit property or fixation of boundaries thereof and also did not provide copy of measurement map to him. As against this, the case of the defendants is that copy of measurement map was provided to the plaintiff and that the boundaries of the suit property were fixed within the stipulated period of 30 days on measurement being carried out. The defendants contend that the measurement was carried out on 22/03/2006 well within the stipulated period of 30 days. They have placed relevant measurement map at Exh.87. The said map is proved during the course of evidence of the Cadastral Surveyor (D.W.-2), who had carried out the measurement.

18. As stated above, the learned trial Court passed decree for specific performance of contract. The learned first Appellate Court maintained the decree for specific performance of contract. However, the learned first Appellate Court has held that the agreement was pertaining to sale consideration for the entire land admeasuring 1.69 HR. In this context, it will be necessary to state that although the learned trial Court has passed decree for specific performance of

contract, it has directed that the measurement of suit property be carried out as per the agreement and sale consideration be determined as per the measurement and the same be paid by the plaintiff to the defendants. As against this, the learned first Appellate Court has held that the agreement in question is pertaining to the entire 1.69 HR land and has directed the plaintiff to pay the said amount to the defendants.

19. In this regard, it needs to be stated that perusal of the measurement report at Exh.87 will demonstrate that the entire 1.69 HR land is available at the spot. However, the land in possession of the defendants is only to the extent of 1.25 HR. There is encroachment over the suit property from eastern and western side. Likewise, entire 1.25 HR land in possession of the defendants is not over the suit property only. This 1.25 HR land in possession of the defendants also includes encroachment over the land adjoining the suit property towards southern boundary.

20. In this context, the learned first Appellate Court has observed that the dispute between the parties was as to whether the sale consideration was to be determined based on the actual area of the suit property which is available at the spot or actual area of the suit property in possession of the defendants. The learned first Appellate Court has recorded that the plaintiff intended to make payment of sale consideration only with respect to the area of the suit property in

possession of the defendants. The said observation appears to be correct, inasmuch as the plaintiff has filed second appeal challenging the judgment and decree by the learned first Appellate Court to the extent it directs payment of sale consideration for entire 1.69 HR land although the entire land is not in possession of the defendants. The contention of the defendants is that the sale consideration was payable for the entire land although the entire land is not in their possession.

21. The learned first Appellate Court accepted the contention of the defendants that the sale consideration was payable for the entire area irrespective of land in possession of the defendants.

22. In this context, the learned first Appellate Court should have decided as to whether the plaintiff was willing to perform his part of the contract, inasmuch as he has shown disinclination to make payment for portion of suit property, which was not in possession of the defendants. However, the learned first Appellate Court has observed that the language of the agreement was ambiguous and was susceptible to different interpretations and that insistence of the plaintiff to make payment for the suit property excluding the area thereof which was not in possession of the defendants was based on a *bona fide* interpretation of the agreement.

23. As regards the contention between the parties with respect to breach on the part of the plaintiff to make payment of second

installment of Rs.14,00,000/- on or before 30/04/2006, the defendants had placed reliance on the judgment of the Hon'ble Supreme Court in the matter of *Saradamani Kandappan Vs. S. Rajalakshmi and others*, reported in *(2011) 12 SCC 18* and *Chand Rani (Smt) (Dead) By Lrs. Vs. Kamal Rani (Smt) (Dead) by Lrs.* reported in *(1993) 1 SCC 519*. The said judgments are referred by the learned first Appellate Court. The learned first Appellate Court has quoted relevant extract from the judgment in the matter of *Chand Rani*. In the said judgment, the Hon'ble Supreme Court has held that a time is fixed in agreement of sale for payment of sale consideration only and the agreement is open ended with respect to date for execution of sale-deed, time will be the essence only with respect to stipulation for payment and not for execution of the sale-deed. It is further held that if the words used in the agreement clearly show an intention to make time for payment essence of contract, the said condition will have to be honoured. It is further elaborated that in certain cases the agreement may disclose some pressing urgency for the vendor, such as medical emergency, need for repayment of loan etc. which would imply that the stipulation for payment will be the essence of contract. However, it is again clarified that even in the absence of any such urgent need, time can be considered to be essence of contact, if the agreement so specifies.

24. Perusal of the judgment by the learned first Appellate Court will demonstrate that the argument of the defendants that stipulation for payment was essence of contract is discarded on the ground that the defendants did not plead or prove any immediate urgency so as to consider the schedule for payment to be essence of contract. I am afraid the learned first Appellate Court has misinterpreted the judgment of the Hon'ble Supreme Court, which clearly lays down that even in the absence of any such urgency, time-frame regarding payment can be essence of contract. Likewise, the learned first Appellate Court has also observed that measurement of the suit property and correction of area was a precondition for making payment of second installment. This observation is made in paragraph 20 of the judgment. However, in paragraph 16 of the judgment, the learned first Appellate Court has recorded a categorical finding that there was no difference in the area shown in the revenue record and the area that was found at the spot at the time of measurement as per Exhibit-87. The learned first Appellate Court has also recorded a finding in paragraph 12 of the judgment that the defendants had got the land measured before stipulated date i.e. 30/03/2006 and that the said fact was known to the plaintiff. The findings recorded in paragraph 12 and 16 of the judgment will indicate that according to the learned first Appellate Court, the plaintiff was aware about the fact that the defendants have got the suit property

measured from the appropriate Government Department and that there was no difference in the area of suit property as mentioned in 7/12 extract and the area found at the spot. In view of such finding, the learned first Appellate court should not have recorded in paragraph 20 that the payment of second installment of Rs.14,00,000/- was subject to condition of measurement of suit property and area correction thereof and therefore, failure to make payment before 30/04/2006 would not give rise to inference of breach of agreement on the part of the plaintiff or failure to establish readiness and willingness.

25. It needs to be mentioned that the period of 30 days is prescribed only for the purpose of getting the land measured and its boundaries fixed. The period of 30 days is not prescribed for getting the area correction with respect to disparity and discrepancy. The learned first Appellate Court has erred in holding that the correction of measurement was also to be done within a period of 30 days.

26. Thus, there is some contradiction with respect to findings recorded by the learned first Appellate Court on the aspect of obligation of the defendants to get the suit property measured and boundaries fixed and obligation of the plaintiff to make payment of sale consideration as per the schedule of payment mentioned in the agreement. The discretion exercised on the basis of such findings therefore cannot be sustained. Apart from this, the learned first

Appellate Court has also not properly considered and applied the ratio of judgments in the matter of *Saradamani* and *Chand Rani* (supra).

27. One of the points, on which the parties are at contention, is as to whether the plaintiff was aware about the measurement of the suit property on 23/03/2006, as contended by the defendants. It is the case of the plaintiff that he was not made aware about the said measurement and that copy of the measurement map was also not provided to him. The defendants contend that the plaintiff was aware about the measurement that was carried out and was also provided copy of measurement map. The learned first Appellate Court has accepted the contention of the defendants and has held in paragraph 12 of the judgment that during the course of cross-examination when question with respect to his presence at the spot at the time of measurement was put, the plaintiff did not deny the said suggestion. The learned first Appellate Court observed that the plaintiff was very particular with respect to the agreement and therefore, it was difficult to believe that he had not attended the spot when the measurement was carried out at the site. In this context, it must be stated that the measurement report refers to presence of the plaintiff at the spot at the time of measurement. However, cross-examination of D.W. -2 will demonstrate that signature of plaintiff on the measurement report was appearing in Marathi or Devnagari. All signatures of the plaintiff on record i.e. on the

agreement, pleadings, Vakalatnama etc. are in English. It will be pertinent to state that in the reply-notice issued on behalf of the defendants, although it is stated that copy of measurement map was provided to the plaintiff, they have not stated that plaintiff was present on the spot while the measurement was carried out.

28. The learned first Appellate Court should take into consideration these aspects of the matter as well while deciding the appeal.

29. As regards Second Appeal No.751/2017 filed by the plaintiff, the learned Senior Advocate made a motion at the commencement of his submissions that he was not pressing the said appeal. Second Appeal No.751/2017 is disposed of accordingly as withdrawn.

30. For the reasons aforesaid, in the considered opinion of this Court, the matter is required to be remanded to the learned first Appellate court for deciding the appeal afresh. Second Appeal No.127/2018 is partly allowed in the following terms :-

(i) The judgment and decree dated 13/10/2017 passed by the learned District Judge-12, Nagpur in Regular Civil Appeal No.201/2016 is quashed and set aside. The learned Appellate Court is directed to decide the said appeal afresh without being influenced by the findings recorded in the judgment dated 13/10/2017.

(ii) The parties shall appear before the learned first Appellate Court on 08/12/2025. The parties to note that separate notice for appearance will not be issued.

(iii) Having regard to the fact that the dispute between the parties is pending since the year 2006, when the civil suit was filed, and the appeal was initially filed before this Court as First Appeal No.476/2012, the learned first Appellate Court is requested to decide the appeal as expeditiously as possible and in any case on or before 30/04/2026.

(ROHIT W. JOSHI, J.)