

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVIEW No.344 of 2024

In
FIRST APPEAL No.15 of 2008

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Radha Krishna Prasad son of Sri Shivrnanadan Prasad resident of village-
Mirachak, P.O. Bind, P.S. Asthawan, District- Nalanda

... .. Petitioner/s

Versus

1. Ram Bilash Prasad son of Sri Ram Prasad Singh Yadav resident of village-
Chaudhary Tola, P.O. Mahendru, P.S. Sultanaganj, District- Patna at present
residing at village- Kanauji, P.S. Gaurichak, P.O. Manoharpur Kahuara,
District- Patna.
2. Kundan Kumar son of Ram Bilas Prasad resident of village- Chaudhary
Tole, P.O. Mahendru, P.S. Sultanaganj, District- Patna at present residing at
village- Kanauji, P.S. Gaurichak, P.O. Manoharpur Kahuara, District- Patna.
3. Chandan Kumar son of Ram Bilas Prasad resident of village- Chaudhary
Tole, P.O. Mahendru, P.S. Sultanaganj, District- Patna at present residing at
village- Kanauji, P.S. Gaurichak, P.O. Manoharpur Kahuara, District- Patna.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Ajay Prasad, Advocate
For the Opposite Party/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE SUNIL DUTTA MISHRA
C.A.V. JUDGMENT

Date : 30-01-2026

1. This review application has been filed under
Order XLVII, Rule 1 of the Code of Civil Procedure, 1908
(hereinafter referred to as “C.P.C.”) against the judgment dated
21.10.2024 passed by this Court in First Appeal No.15 of 2008
(hereinafter referred to as “impugned judgment”) whereby the
appeal preferred by the review petitioner/appellant was
dismissed affirming the judgment and decree dated 29.11.2007
passed by the learned Trial Court in Title Suit No.35 of 2004
filed by the review petitioner/appellant.



2. Heard the learned counsel for the petitioner.

3. It appears from the record that the review petitioner/appellant filed the suit for specific performance of contract for sale on the basis of agreement for sale dated 25.01.2002 claiming that defendants/respondents failed to comply the terms of the said contract and avoided the execution and registration of sale deed, while the plaintiff (petitioner/appellant) was always willing and ready to perform his part of contract to pay the balance consideration of money. As per the defendants, defendant no.1 had received Rs.60,000/- as advance from plaintiff and executed an agreement for sale dated 18.09.2001 in his favour for a total sum of Rs.2,70,000/-. The said agreement was prepared in duplicate, one copy remained with plaintiff and one copy with defendant. The further case of the defendant is that he signed the document dated 25.01.2002 for extension of period believing the words of plaintiff and he had not received any amount of Rs.60,000/- as advance from the plaintiff.

4. The learned Trial Court dismissed the suit bearing Title Suit No.35 of 2004 on contest filed by petitioner/appellant/plaintiff *vide* judgment and decree dated 29.11.2007 wherein it was held that the agreement for sale of



the suit land between the parties was executed on 18.09.2001 after receiving Rs.60,000/- as advance amount, for consideration amount of Rs.2,70,000/- for two *kattha* i.e. at the rate of Rs.1,35,000/- per *kattha* and alleged agreement of sale dated 25.01.2002 was indirectly extension of time period of the agreement of sale dated 18.09.2001 which was done taking trust under the circumstances whereby inserting the less rate of agreed consideration amount and accordingly, the agreement of sale dated 25.01.2002 is not a valid and legal document.

5. The First Appeal No.15 of 2008 filed by the petitioners herein has been dismissed by this Court *vide* judgment dated 21.10.2024. Upon perusal of judgment of the learned Trial Court, considering facts and circumstances of the case and materials available on record, this Court upheld the judgment of the learned Trial Court that the agreement of sale (*Bai Beyana*) with respect to suit land was executed by defendant in favour of the plaintiff on 18.09.2001 in which consideration amount with respect to the suit land was Rs.1,35,000/- per *kattha*. It was observed by this Court that the petitioner herein was not entitled to get the decree of specific performance on the basis of alleged agreement of sale dated 25.01.2002 and accordingly, the suit was liable to be dismissed.



6. Learned counsel for the petitioner submitted that the impugned judgment suffers from error apparent on the face of the record and has been passed with material irregularity in exercise of its jurisdiction. Learned counsel assailed the finding recorded by this Court in the First Appeal to the effect that the learned Trial Court had rightly held the agreement for sale dated 18.09.2001, fixing the consideration at Rs.1,35,000/- per *kattha* and that the plaintiff was not entitled to a decree for specific performance on the basis of the agreement dated 25.01.2002. It is submitted that the said finding suffers from an error apparent on the face of the record inasmuch as this Court proceeded on the erroneous premise that the agreement for sale dated 25.01.2002 on which the plaintiff case is based is not a valid and enforceable document and the original agreement for sale dated 18.09.2001 is a valid document.

7. A supplementary affidavit has been filed on behalf of petitioner in this Review Application to bring on record a copy of “List of Document produced by the accused (defendant/respondent no.1) on 16.09.2004 in Complaint Case No.291(c) of 2003” to show that original copy of *Bai Beyana* deed dated 18.09.2001 was in custody of defendant no.1 and falsify the case of defendant no.1 that he executed *Bai Beyana*



deed on 18.09.2001 in favour of plaintiff and handed over the original copy of the same to the plaintiff. Learned counsel for the petitioner has further submitted that the original copy of alleged *Bai Beyana* deed dated 18.09.2001 was never given to the plaintiff and the same is false and fabricated by defendant no.1 and the plaintiff has not concealed the fact regarding the previous agreement to sell. He has further submitted that the finding in para 36 of the judgment with respect to concealment of fact regarding the previous agreement to sell is apparently an error on the face of record. Learned counsel further submitted that non-consideration of this crucial circumstance has materially affected the finding recorded in the impugned judgment and, therefore, the present case squarely falls within the permissible parameters of review.

8. Before examining the grounds submitted in the review petition, it is apposite to reiterate the settled legal position that the scope of review under Order XLVII Rule 1 of the C.P.C. is extremely limited, and that a review court does not sit in appeal over its own judgment, nor can it re-appreciate evidence or correct an alleged erroneous decision on merits, unless the error complained of is manifest, patent, and apparent on the face of the record. A judgment may be reviewed only on



discovery of new and important matter or evidence, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason analogous thereto.

9. The Hon'ble Supreme Court in ***Malleeswari v. K. Suguna & Anr.*** reported in **2025 SCC OnLine SC 1927** has vividly enumerated the scope of civil review under Order XLVII Rule 1 read with Section 114 of the C.P.C. as herein under:

“15. It is axiomatic that the right of appeal cannot be assumed unless expressly conferred by the statute or the rules having the force of a statute. The review jurisdiction cannot be assumed unless it is conferred by law on the authority or the Court. Section 114 and Order 47, Rule 1 of CPC deal with the power of review of the courts. The power of review is different from appellate power and is subject to the following limitations to maintain the finality of judicial decisions:

15.1 The review proceedings are not by way of an appeal and have to be strictly confined to the scope and ambit of Order 47 Rule 1 of CPC.

15.2 Review is not to be confused with appellate powers, which may enable an appellate court to correct all manner of errors committed by the subordinate court.

15.3 In exercise of the jurisdiction under Order 47 Rule 1 of CPC, it is not permissible for an erroneous decision to be reheard and corrected. A review petition, it must be remembered, has a limited purpose and cannot be allowed to be an appeal in disguise.

15.4 The power of review can be exercised for the correction of a mistake, but not to substitute a view. Such powers can be exercised within the limits specified in the statute governing the exercise of power.

15.5 The review court does not sit in appeal over its own order. A rehearing of the matter is impermissible. It constitutes an exception to the



general rule that once a judgment is signed or pronounced, it should not be altered. Hence, it is invoked only to prevent a miscarriage of justice or to correct grave and palpable errors.

16. To wit, through a review application, an apparent error of fact or law is intimated to the court, but no extra reasoning is undertaken to explain the said error. The intimation of error at the first blush enables the court to correct apparent errors instead of the higher court correcting such errors. At both the above stages, detailed reasoning is not warranted.

17. Having noticed the distinction between the power of review and appellate power, we restate the power and scope of review jurisdiction. Review grounds are summed up as follows:

17.1 The ground of discovery of new and important matter or evidence is a ground available if it is demonstrated that, despite the exercise of due diligence, this evidence was not within their knowledge or could not be produced by the party at the time, the original decree or order was passed.

17.2 Mistake or error apparent on the face of the record may be invoked if there is something more than a mere error; and it must be the one which is manifest on the face of the record. Such an error is a patent error and not a mere wrong decision. An error which has to be established by a long-drawn process of reasoning on points where there may conceivably be two opinions can hardly be said to be an error apparent on the face of the record.

17.3 Lastly, the phrase 'for any other sufficient reason' means a reason that is sufficient on grounds at least analogous to those specified in the other two categories."

10. This Court has given anxious consideration to the submissions advanced on behalf of the petitioner and has carefully examined the supplementary affidavit, perused the



materials on record and considered the settled principles governing the scope of review jurisdiction.

11. Tested on the aforesaid parameters, this Court finds that the document filed and relied upon by the petitioner herein in this review application, i.e., 'List of Document produced by defendant in Complaint Case No.291(C) of 2003' to show that the original *Bai Beyana* dated 18.09.2001 was in custody of defendant no.1, does not conclusively establish that the agreement for sale dated 18.09.2001 was not executed or that it was fabricated, nor does it, by itself, dislodge the concurrent findings recorded by the learned Trial Court and affirmed by this Court in the First Appeal. The mere fact that the original *Bai Beyana* deed was produced from the custody of the opposite party no.1/defendant at a later point of time or was summoned from another court does not necessarily negate its execution or invalidate the findings arrived at on the basis of oral and documentary evidence already considered. Such a contention, in substance, seeks a re-evaluation of evidence and reassessment of factual conclusions, which is impermissible within the limited scope of review jurisdiction.

12. Furthermore, this Court is of the considered view that the said document filed on behalf of petitioner in this



Review Application by way of supplementary affidavit does not have such determinative evidentiary value as would have inevitably altered the conclusion reached in the First Appeal. The findings recorded therein were based on a holistic appreciation of pleadings, evidence and surrounding circumstances, and not solely on the aspect of custody of the original agreement dated 18.09.2001.

13. This Court also finds no merit in the submission that the impugned judgment suffers from an error apparent on the face of the record. The findings returned in the First Appeal are reasoned findings based on appreciation of evidence and application of settled legal principles governing suits for specific performance. An alleged erroneous conclusion or a possible alternative view does not constitute an error apparent warranting review under Order XLVII Rule 1 of the C.P.C.

14. In view of the foregoing discussion, this Court is of the considered opinion that none of the grounds urged in the review application satisfies the statutory parameters laid down under Order XLVII Rule 1 of the C.P.C. The petitioner has failed to point out any error apparent on the face of the record or any other sufficient reason warranting interference with the judgment under review. Consequently, the review petition is



devoid of merit and is liable to be dismissed.

15. Accordingly, the instant civil review is dismissed at the stage of admission.

16. There shall be no order as to costs.

(Sunil Dutta Mishra, J)

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AFR/NAFR	NAFR
CAV DATE	09.01.2026
Uploading Date	30.01.2026
Transmission Date	

