

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO. 20 OF 2026**

Pranali Pramod Kalsulkar
VERSUS
Pranam Arvind Kamat

Mr. Vijay Gadekar and Mr. Kuldeep Nika, advocate for the appellant
Mr. Devesh Sawant and Ms. Shraddha Patil for the respondent

**CORAM : SACHIN S. DESHMUKH, J.
DATE : 28th APRIL, 2026.**

P. C. :

1. The appellant has raised an exception to the judgment, order and decree dated 03/01/2025 rendered by the learned Principal District Judge, Sindhudurg at Oras in Reg. Civil Appeal No. 52/2022 arising out of the judgment, order and decree dated 09/02/2018 rendered by the learned Civil Judge Junior Division, Kankavli in Reg. Civil Suit No. 82/2015.

2. The appellant is the original defendant while the respondent is the original plaintiff, who had instituted the Reg. Civil Suit No. 82/2015 seeking specific performance of contract dated 25/07/2014 executed between the parties. (Hereinafter the parties shall be referred to by their original status in the Suit)

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3. Since the defendant was in need of money, she agreed to sell the suit property to plaintiff and accordingly made the registered agreement of sale dated 25/07/2014 wherein the purchase price was fixed at Rs. 5,00,000/- (Rs. Five Lakhs) out of which Rs. 3,50,000/- (Rs. Three Lakh Fifty Thousand) were accepted by the defendant towards consideration. The remaining Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand) was agreed to be paid during the execution of sale deed.

4. Despite the readiness and willingness of the plaintiff, the defendant refused to perform the part of contract and accordingly, the notice dated 06/05/2015 was issued to the defendant calling upon the execution of the sale deed. The defendant having accepted the notice, denied to execute the sale deed as per the agreement. Hence, the plaintiff was constrained to file the suit for specific performance of contract.

5. The defendant appeared in the suit, however, failed to file the written statement. Accordingly, the no written statement order came to be passed against the defendant and the suit came to be decided unilaterally. Resultantly, the suit came to be decreed in favour of the plaintiff thereby directing the defendant to execute the sale deed

and accept the remaining amount within three months from the date of order.

6. Being aggrieved by the same, the defendant presented Reg. Civil Appeal No. 52/2022 alongwith an application for condonation of delay before the District Court contending that the suit be remanded back to the trial court for reconsideration since the defendant was not granted sufficient opportunity to present its case.

7. The Appellate Court considering the conduct of the defendant throughout the suit as well as during the execution of the decree and noting the conscious decision of the defendant to not proceed with the matter and dragging the matter for more than 11 years without taking any substantial steps, dismissed the Appeal by the order under challenge. Hence, the appellant/defendant is before this Court.

8. Learned counsel for the appellant/defendant submits that both the Courts below have rendered the judgment and decree under challenge without considering the principles of natural justice. No due opportunity of hearing was granted to the defendant and wrongly directed the specific performance of agreement against

the appellant. The findings rendered below are primarily based only on the oral evidence of the plaintiff and the same ought not to have been relied upon. Hence, prayed to allow the Second Appeal.

9. Having heard the submissions of the learned counsel for the appellant, it appears that the primary issue raised by the appellant is in relation to the appellant not being provided sufficient opportunity to present its case. Whereas perusal of the record indicates that the appellant was duly served the summons of the suit and had appeared before the trial court. There appears no material on record whether the appellant made any attempts to present the case.

10. Despite the no written statement order against the appellant, no steps have been taken to set aside the same. Furthermore, the appeal came to be presented only upon being served the notice of execution and with the delay of almost one year. The same is condoned.

11. It is pertinent to note that the suit was instituted in the year 2015 and decreed in 2018, while the appeal came to be presented in the year 2022 and decided in the year 2025. Throughout the period as also noted by the Appellate Court, the value of the suit property,

undisputedly, surpassed the original valuation. Moreover, the disputed agreement is a registered agreement and the plaintiff has made out a plausible case and even showed readiness and willingness to perform the part of the contract.

12. Thus, at this stage, it would not only be improper but unjust to set aside the decree under challenge which would result into grave prejudice as well as irreparable loss to the plaintiff, having proved its case through the concurrent findings rendered by the courts below, much less in absence of any substantial question of law.

13. In view of the aforesaid observations, this Court is conscious of the fact that the scope of Second Appeal is limited only to the extent of question of law. Apart from the assertions of facts and circumstances, the appellant has failed to raise any substantial question of law. Thus, in the absence of the same, the Second Appeal sans merit.

14. Resultantly, the Second Appeal stands dismissed. No order as to costs.

[SACHIN S. DESHMUKH, J.]