IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO. 483 OF 2026

Shashikant Arjun Jadhav & Anr ...Appellants

Versus

Gokul Vithal Jadhav …Respondent

Mr. P. G. Chavan, with Sachin Padaye, for the Appellants.

CORAM: N. J. JAMADAR, J.

DATE : 7th OCTOBER 2026

ORDER:

1. This Second Appeal is directed against a judgment and decree dated 2nd March 2026 passed by the leaned District Judge, Baramati, in RCA No. 38 of 2025, whereby the Appeal preferred by the Appellants-Plaintiffs against the judgment and decree dated 21st March 2025 passed by the learned Civil Judge in RCS No. 266 of 2013, thereby dismissing the suit for specific performance of contract contained in the registered Agreement for Sale dated 25th March 2008, came to be dismissed.

ARUN RAMCHANDRA SANKPAL

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2. Under the said Agreement for Sale, the Respondent-Defendant had agreed to sell the suit land for a consideration of Rs. 1,55,000/-. A sum of Rs.1,00,000/- was paid thereunder towards the part consideration. As the suit land was of Class-II tenure, permission of the

Competent Authority was required to alienate the suit land. Asserting that the Defendant did not co-operate in obtaining the said permission and refused to perform his part of the contract, the Appellants instituted the suit on 16th July 2013.

3. The learned Civil Judge dismissed the suit, in its entirety, holding that the Plaintiffs failed to establish that they were ready and willing to perform their part of the contract and the suit was barred by the law of limitation.

4. The learned District Judge was persuaded to partly allow the Appeal to the extent of refund of consideration of Rs.1,00,000/- alongwith interest from the date of the institution of the suit.

5. Mr. Chavan, the learned Counsel for the Appellants, submitted that the Courts below erred in returning a finding that the Plaintiffs were not ready and willing to perform their part of contract. It was submitted that, since the Plaintiffs had paid a substantial consideration of Rs.1,00,000/- at the time of the execution of Agreement for Sale and had also deposited the balance consideration of Rs.55,000/- and, it was the obligation of the Defendant to obtain the permission from the Competent Authority, the Courts below could not have returned the findings against the Appellants.

6. Evidently, in the Agreement for Sale, no date was fixed for the performance of the contract. The sale was to be executed after the

permission of the Competent Authority for alienation was obtained. Upon construction of the Agreement for Sale, the Courts below have recorded a finding of fact that the Plaintiffs were to obtain such permission. An evidentiary admission was elicited in the cross-examination of Shashikant Jadhav (PW1) that under two to three months of the execution of the Agreement for Sale, the Defendant refused to co-operate the Plaintiffs in obtaining the permission for alienation and also declined to sell the suit land.

7. In the face of the aforesaid material and findings of fact, the case would be governed by the Second Part of the Article 54 of the Limitation Act, 1963. The Plaintiffs had knowledge of refusal of performance in the year 2008 itself. Yet, the suit came to be instituted in the year 2013, nay, the pre-suit notice was given about four years after the knowledge of refusal. Thus, the Courts below were fully justified in holding that the Plaintiffs failed to establish that they were willing to perform their part of the contract and that the suit was barred by law of limitation.

8. Such concurrent findings of fact are not open for interference in exercise of the appellate jurisdiction under the regime of Section 100 of the Code of Civil Procedure, 1908.

9. Resultantly, no question of law, much less a substantial question of law, arises for consideration.

10. The Second Appeal, thus, stands dismissed.

[N. J. JAMADAR, J.]