

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 1172 OF 2026

Suman Balasaheb Pasalkar

..Petitioner

Versus

Maruti Mahadeo Pasalkar Decd Through LRs and
Ors

...Respondents

Mr. Nitin P Deshpande, for the Petitioner.

CORAM: N. J. JAMADAR, J.

DATE : 3rd FEBRUARY 2026

ORAL ORDER:

1. Heard the learned Counsel for the Petitioner.
2. The challenge in this Petition is to an order dated 1st October 2025 passed by the learned Civil Judge, Daund, whereby an Application preferred by the Petitioner seeking amendment in the Plaint so as to incorporate the relief of specific performance of an Agreement for Sale dated 22nd April 1991, came to be rejected.
3. The Plaintiff has instituted the suit initially for grant of injunction simplicitor asserting that, pursuant to the Agreement for sale dated 30th July 1991, the Plaintiff was put in possession of the subject property. However, on 1st September 2015, the Defendants got the names of successor-in-interest of Mahadeo Maruli Pasalkar, the original vendor, ARS

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mutated to the Record of Rights of the subject land and threatened to cause obstruction to the possession and cultivation of the Plaintiff over the suit land.

4. The Defendant appeared and resisted the suit by filing Written Statement. It was *inter alia* refuted that the predecessor-in-title of the Defendant had executed an Agreement for Sale dated 30th July 1991.

5. The learned Civil Judge was persuaded to reject the Application, as the said prayer for specific performance of the contract, sought to be incorporated by way of amendment, was clearly barred by law of limitation. Even if, the date of accrual of cause of action was computed from the Written Statement filed by the Defendant on 12th April 2016, that amounted to refusal of performance and, thus, the suit ought to have been instituted within a period of three years under the latter part of Article 54 of the Limitation Act. As the amendment was sought in the year 2025, the suit was ex-facie barred by limitation.

6. The learned Counsel for the Petitioner submitted that the relief of specific performance of the contract is in the nature of a continuous cause of action. Thus, the learned Civil Judge ought not to have rejected the Application for amendment. It was urged that the vendors were to obtain the permission from the Competent Authority for sale of the subject land as it was allotted to project affected persons and could not

have been transferred without obtaining permission from the Competent Authority.

7. The aforesaid submission does not merit acceptance.

8. The reasoning of the learned Civil Judge that the cause of action for the suit for specific performance accrued, in the least on 12th April 2016, as it amounted to refusal to perform the contract, is impeccable.

9. The Plaintiff could have instituted a suit for specific performance of the contract and, if the Court comes to the conclusion that the specific performance is required to be granted, a decree can be passed with a direction that the Defendant shall obtain the permission of the Competent Authority. Therefore, the submission that the cause of action does not accrue till the permission from Competent Authority is obtained, does not merit consideration.

10. As the relief of specific performance of contract is ex-facie barred by law of limitation, the learned Civil Judge was justified in rejecting the Application.

11. A useful reference in this context can be made to the decision of the Supreme Court in the case of **Life Insurance Corporation of India vs. Sanjeev Builders Pvt. Ltd. and another**,¹ wherein the Supreme Court has enunciated that ordinarily where the relief is ex-facie barred by limitation, amendment cannot be permitted.

¹ 2020 SCC OnLine SC 1128.

12. This is not a case where the question of limitation appears to be contentious. Thus, in exercise of supervisory jurisdiction, this Court does not find any infirmity in the impugned order so as to entertain the Petition.

13. Petition thus stands dismissed.

[N. J. JAMADAR, J.]