

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CIVIL APPELLATE JURISDICTION****WRIT PETITION NO. 4424 OF 2021**

Mohan Brijal Pardeshi

.....PETITIONER**: VERSUS :**

Sunanda Baban Pardeshi Through

Power of Attorney Holder Anil B. Pardeshi

and Ors.

....RESPONDENTS**WITH****INTERIM APPLICATION NO. 842 OF 2026**

Mohan Brijal Pardeshi

.....PETITIONER**: VERSUS :**

Sunanda Baban Pardeshi Through

Power of Attorney Holder Anil B. Pardeshi

and Ors.

....RESPONDENTS

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WITH**INTERIM APPLICATION NO. 14862 OF 2023**

Shakuntala Yogesh Pardeshi

.....PETITIONER**: VERSUS :**

Mohan Brijlal Pardeshi and Ors.

....RESPONDENTS

Mr. Pavan S. Patil, for the Petitioner a/w. Mr. Tanmay Deshmukh and Mr. Shubham Saraf, for the Petitioner.

Mr. Drupad Patil for Respondent Nos. 1 to 3.

Mr. Siddesh Pilankar, for the Applicant-Intervenor in Interim Application No. 14862 of 2023.

CORAM : SANDEEP V. MARNE, J.

DATED : 4 FEBRUARY, 2026.

P.C :

1) The petition challenges judgment and order dated 13 January 2021 passed by the District Judge-2, Khed, Rajgurunagar, Pune allowing Misc. Civil Appeal No. 20 of 2021 and setting aside order dated 7 August 2020 passed by the Trial Court in Application at Exh.5 filed in Special Civil Suit No. 108 of 2020. The Trial Court had rejected the application at Exh.5 for temporary injunction. By the impugned order, the District Court has allowed the Appeal preferred by the Plaintiff and has clamped an injunction against Defendant Nos.11 to 13 (Competent Authority) from disbursing/releasing compensation in respect of the acquired suit land in favour of Defendant Nos.1 to 3 (Petitioners) till decision of the Suit.

2) I have heard Mr. Pawan Patil, the learned counsel appearing for the Petitioners, Mr. Drupad Patil, the learned counsel appearing for Respondent No.1 and Mr. Pilankar, the learned counsel appearing for the Intervenor in Interim Application No. 14862 of 2023.

3) It appears that on 5 June 2004, two Release Deeds are executed by three sisters-Sunanda Pardeshi, Surekha Pardeshi and Sunita Pardeshi and by Mother-Leelabai in respect of the lands at Villages-Rohakal and Chakan, Taluka-Khed, District, Pune in favour of the brothers- Mohan Brijlal Pardeshi, Ratanlal Brijlal Pardeshi and Suraj Brijlal Pardeshi. By the said Release Deeds, the three sisters and the

mother released their shares in the concerned lands in favour of Mohan, Ratanlal and Suraj (Petitioners). It appears that part of the said released lands at Village-Rohakal, Taluka-Khed, District-Pune bearing Gat No. 146/2, 146/1 and 158 are acquired by Maharashtra Industrial Development Corporation. After getting wind of the fact that part of the released lands are acquired, Sunanda Baban Pardeshi has instituted Regular Civil Suit No. 108 of 2020 in the Court of Civil Judge Senior Division, Khed challenging only one Release Deed dated 5 June 2004 in respect of the lands at Village-Rohakal and claiming 1/6th share therein and seeking partition. Sunanda has also sought injunction against Defendant Nos.1 to 3 from claiming compensation in respect of the acquired land. Sunanda however did not challenge the Release Deed dated 5 June 2004 executed in respect of land at village Chakan. In her suit, Sunanda also filed application at Ex.5 for temporary injunction, *inter alia* to restrain the Competent Authority from handing over the amount of compensation to Defendant Nos.1 to 3. The Trial Court refused to grant temporary injunction and rejected the application at Exh.5 by order dated 7 August 2020, holding *inter alia* that the suit was preferred after a period of 16 years without any justifiable reason. The Trial Court further held that in pursuance of registered Release Deed, Mutation Entry was effected and names of the sisters and mother were deleted.

4) Aggrieved by the order passed by the Trial Court, Plaintiff-Sunanda preferred Misc.Civil Appeal No.21 of 2020 before the District Court, which has allowed her Appeal by setting aside the order of the Trial Court and by directing Competent Authority (Defendant Nos.11 to 13) not

to handover compensation in respect of the acquired suit land in favour of Defendant Nos.1 to 3 during pendency of the Suit.

5) The learned District Judge has recorded following findings for reversing the order of the Trial Court and for clamping an injunction against Defendant Nos.1 to 3. :

15. As far as execution of relinquishment-deed is concerned, it is material to note that the said deed appears to have been executed without consideration. When sister relinquishes her right in the property of her father, either she do so after accepting some consideration, which may be lesser than market rate or she may say that her father has given her sufficient amount, at the time of her marriage, including *Stridhan*, as her share or she and her husband are having enough properties and they do not require any amount or property from her brothers. Mere execution of relinquishment-deed, without consideration, without any such kind of explanation, which is actually human conduct, comes under shadow of doubt prima facie. It is certain that who admits signature on the relinquishment-deed and denies contents of the said deed, burden is upon that party to prove that her signature was taken fraudulently or mischievously or misleading such party and that is matter of the trial. However, if it was so and compensation amount for acquired land, if given in the hands of defendant nos. 1 to 3 and if it is decided that there was share of the plaintiff, after decision of the suit, then it will become very much difficult for the plaintiff to recover the said amount. Therefore, under such circumstances, it can be definitely said that the plaintiff raised serious issue in the suit, which requires detail enquiry and trial and the plaintiff succeeded to make out prima facie case and considering these facts and circumstances, it can be also be said that balance of convenience lies in favour of the plaintiff / appellant and she would be the person, who would have to suffer irreparable loss, if injunction is refused.

6) I find the finding recorded by the learned District Judge about need for payment of consideration for execution of a Release Deed to be startling. It is not uncommon that through Release Deeds blood relatives release their shares in the land without consideration. There is nothing in law that requires payment of consideration for execution of Release Deed. In fact if consideration is paid, the instrument would cease to be that of a mere 'release' and would partake the characteristic of a 'sale

deed'. Therefore, mere absence of consideration for execution of Release Deed by itself would not render the same invalid. The further findings recorded by the learned District Judge about payment of amount at the time of marriage, including streedhan etc. are clearly unwarranted. The simple prima facie inquiry before the Trial Court and before the District Judge was whether the Release Deed is executed out of free will or whether it is actuated by force, coercion or misrepresentation. Plaintiff's pleaded case is that the Release Deed is executed under a misrepresentation that she was executing a Partition Deed. Prima-facie this pleaded case is difficult to accept in view of the position that Plaintiff's name stood deleted by certification of Mutation Entry immediately after execution of Release Deed. She never bothered to enquire about deletion of her name from the record of rights for 16 long years after 6 June 2004. The further pleaded case that 2/3 months before filing of suit, she made enquiries with defendant nos.1 to 3 about her share as per registered partition deed does not inspire confidence. On the contrary, prima facie it appears that the Plaintiff has taken a volte-face and has raised a false case of Release Deed being executed under a misrepresentation of it being a Partition Deed only after getting wind of the fact that Defendant Nos.1 to 3 were being paid compensation in respect of the acquired land.

7) Additionally, there are several other factors for holding that the Plaintiff has failed to make out any prima-facie case. On 5 June 2004, she executed two Release Deeds in respect of the lands at Village-Rohakal and Village-Chakan. In the Suit, she has selectively included the land at

Village-Rohakal and has suppressed the position of execution of another Release Deed dated 6 June 2004 in respect of the land at Village-Chakan. Secondly, the Release Deeds are not executed by the Plaintiff alone. The same are executed by 2 other sisters and mother. The mother has passed away in 2009 and during her lifetime, she never questioned the validity of Release deed. The other two sisters, Surekha and Sunita have not joined Sunanda in filing of the suit. It must however be noted at this belated stage, the daughter of Surekha has filed Interim Application No. 14862 of 2023 for intervention on the ground that her mother was mentally disabled and has gone missing. Be that as it may. As of now, Sunanda is the lone plaintiff in the suit who is not joined by her two sisters by becoming co-plaintiffs to support her story that the signatures were obtained on registered documents by misrepresenting that the same were Partition Deeds. Mr. Drupad Patil is quick enough to respond that the other two sisters support plaintiff's case through written statements. Be that as it may. What needs to be examined at this stage is existence of prima facie case. If all three sisters were made to believe that they were signing partition deed, it is difficult to believe that none of them ever thought of asserting any rights in respect of their alleged shares in the land as per the so called partition deeds.

8) So far as irreparable loss is concerned, it is seen that there are other other properties in respect of which also a separate Release Deed has been executed on 5 June 2004. Therefore, even if the entire compensation in respect of the acquired land in respect of the Village-Rohakal is paid to Defendant Nos.1 to 3, still some land would remain in

the ownership of Defendant Nos.1 to 3. It would be for the Plaintiff to take necessary steps in that regard. Mr. Drupad Patil prays that Defendant Nos. 1 to 3 be restrained from alienating the lands at village Chakan. I am afraid, in Petition filed by Defendant Nos. 1 to 3, no relief can be granted to the Plaintiffs. Originally, and at the time of decision of Application at Exh. 5, the lands at village Chakan were not even part of the suit. If Plaintiff has included the Chakan lands in the suit, it will be for her to file necessary application to seek injunction qua that land.

9) In my view therefore, neither prima facie case is made out by the Plaintiff nor she is able to demonstrate cause of any irreparable injury. The balance of convenience is heavily tilted in favour of Defendant Nos.1 to 3 and against the Plaintiff, who has woken out of her deep slumber after 16 long years and filed a suit only at the time when compensation was being released in respect of the acquired land.

10) In my view therefore, the learned District Court has egregiously erred in allowing the application preferred by the Plaintiff and in reversing a well reasoned order passed by the Trial Court. The impugned order passed by the learned District Judge is thus indefensible and liable to be set aside. The Petition succeeds. The order dated 13 January 2021 passed by the learned District Judge is set aside. The Writ Petition is accordingly allowed in above terms. There shall be no order as to costs.

11) Since the petition itself is disposed of, nothing survives in the Interim Application No. 842 of 2026 and Interim Application No. 14862 of 2023, and are accordingly disposed of. All rights and contentions of the parties are expressly kept open and it is clarified that the Trial Court shall not be influenced by the findings recorded in the order while deciding the Suit.

[SANDEEP V. MARNE, J.]