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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.38458 OF 2025
IN
INTERIM APPLICATION NO.11865 OF 2025
IN
WRIT PETITION NO.145 OF 2000

Shri Sanjay Machindranath Balkawade & ors. ... Applicants

In the matter between

Kisan Shankar Shelke

(deceased, thr. Lrs.)

Nirmala Vishnu Shelke and ors. ... Petitioners/Applicants

Versus

Hirabai Bahiru Karanjkar and ors. ... Respondents

Mr. Anil V. Anturkar, Senior Advocate a/w Mr. Amol A. Gatne for he
Applicants in IA No.38458 of 2025.

Mr. S. S. Redekar for the Applicant in IA No.11865 of 2025.

Mr. Aseem Naphade i/b. Mr. Asif Latif Shaikh for the Respondents in
IA No.11865 of 2025.

CORAM : M.M. SATHAYE, J.

DATE : 27th APRIL, 2026

P.C. :

1. Heard the learned counsel for the parties.
2. This Application is filed by third parties, seeking intervention in Interim Application No.11865 of 2025 in Writ Petition No.145 of 2000.
3. The said Writ Petition was pending between the original Petitioners and the Respondents. Today, the Petitioners are represented by the learned Advocate Mr. Redekar and the original

Respondents are represented by the learned Advocate Mr. Naphade. The original Petitioners and Respondents have already compromised the subject matter Writ Petition in terms of the Consent Terms accepted by this Court on 14.08.2025.

4. The Writ Petition, admittedly, arose out of proceedings under section 70(b) and 15/29 of the Maharashtra Tenancy and Agricultural Lands Act, 1948 ('the said Act' for short) which is essentially in respect of whether a person is or was a tenant, protected tenant or a permanent tenant. It is not disputed that proceedings under Section 32G of the said Act have never taken place between the Petitioners and the Respondents.

5. The Applicants claim to have interest in Land Survey bearing No.54/3, situated at Village Bhagur, District Nashik, which is only part of subject matter properties of the said Petition. The Applicants are pressing their right on the basis of agreement to sell (*sathekhat*) dated 28.10.1998. It is the case of the Applicants that the original Respondents had agreed to sell Land Survey No.54/3 to them under said *sathekhat*.

6. Learned Senior Advocate Mr. Anturkar appearing for the Applicants, submitted that the dispute between the original Petitioners and the Respondents decided, as under the Consent Terms, do not take into consideration a statutory requirement under Section 43 of the said Act that previous sanction of the Collector is necessary.

7. It is not in dispute that the present Applicants have not

initiated or filed any suit for specific performance against the original Respondents on the basis of said agreement to sell dated 28.10.1998, for the last about 28 years. Under Section 54 of the Transfer of Property Act, 1882, it is clearly provided that a contract for sale of immovable property is a contract that a sale 'shall take place' and it does not, of itself, create any interest in or charge on the concerned immovable property. It is a settled position of law that a proposed purchaser under an agreement to sell, has only a right to seek specific performance and nothing more. Considering this legal position, the Applicants have no right in the said Survey No.54/3, specially in absence of any suit for specific performance. Therefore, the argument advanced on behalf of the Applicants about necessity of previous sanction under Section 43 of the said Act, is not required to be considered in this intervention Application.

8. Suffice it to observe that, in case the Applicants file a suit on the basis of the said agreement to sell, their contention based on Section 43 of the said Act is kept open to be decided on its own merits and by keeping rival contentions of the original Petitioners as well as the Respondents expressly open in that regard.

9. Also, the consent terms as already entered between the Petitioners and the Respondents and any modification in the said consent terms pursuant to Interim Application No. 11865 of 2025, shall not affect the contentions of the Applicants in respect of any proceedings or suit based on said agreement to sell.

10. Interim Application is disposed of with above clarifications.

11. All concerned to act on duly authenticated or digitally signed copy of this order.

(M.M. SATHAYE, J.)