

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL REVISION APPLICATION NO. 179 OF 2026

Shabib Gulam Dastgir Patil

..Applicant

Versus

Shree Radhey Developers And Associates (India)
Pvt Ltd Through its Authorized Representative
Naval Kishore Soni

...Respondent

Mr. Pradeep Thorat, with Aditi Naikare, for the Applicant.

CORAM: N. J. JAMADAR, J.

DATE : 17th MARCH 2026

ORDER:

1. Heard Mr. Pradeep Thorat, the learned Counsel for the Applicant.
2. This Revision Application is directed against an order dated 8th January 2026 passed by the learned Civil Judge, Senior Division, Bhiwandi, whereby an Application preferred by the Applicant-Defendant for rejection of the Plaint under the provisions of Order 7 Rule 11 of the Code of Civil Procedure, 1908 ("the Code"), came to be rejected.
3. The Respondent-Plaintiff, a private limited company instituted the Suit against the Applicant-Defendant with the assertions that the Defendant was one of its former director; the Defendant had executed and registered Conveyance Deeds in favour of the Plaintiff in respect of
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the subject properties in the year 2012 and subsequently, the Defendant, without due authorisation from the Plaintiff-company, in his capacity as a director of the Plaintiff executed five Deeds of Rectification on 5th August 2013 and Revocation and Cancellation Deeds on 7th August 2013, fraudulently. The share holders and directors of the Plaintiff became aware of the illegal and fraudulent acts of the Defendant in the year 2020. The Defendant assured to remedy the situation, by cancelling the offending instruments and/or by re-conveying the subject properties. As the Defendant reneged from the assurances, the Plaintiff was constrained to institute the Suit seeking declaration that the original Conveyance Deed executed by Defendant in favour of the Plaintiff were valid, subsisting and binding upon the parties; that the Plaintiff became absolute owner of the subject properties under the said instruments; that the offending instruments were illegal and null and void, and are not binding on the Plaintiff and the consequential relief.

4. The Defendant filed an Application for rejection of the Plaint on the ground that the Suit was barred by law of limitation. By the impugned order, the learned Judge was persuaded to reject the Application observing *inter alia* that even if it was assumed that the Plaintiff became aware of the offending instruments on 1st January 2020, the institution of the Suit on 3rd October 2024, would be within the period of limitation as the Plaintiff would be entitled to the benefit

of the suspension of the period of limitation during the Covid 19 pandemic. Even otherwise, the question of limitation was a mixed question of facts and law and, thus, the Plaint cannot be rejected on that ground at the threshold.

5. Mr. Pradeep Thorat, the learned Counsel for the Applicant, took the Court through the averments in the Plaint and submitted that since the offending instruments are registered with the Registrar of Assurances, they constituted a constructive notice and, therefore, the period of limitation under Article 58 would begin to run from the date of registration of the said instruments. Reliance was placed on the judgment of the Supreme Court in the case of **Uma Devi and Ors Vs Anand Kumar and Ors.**¹

6. It is necessary to keep in view the tenor of the Plaint and then read the Plaint as a whole in a meaningful manner. The substratum of the Plaintiff's claim is that the Defendant had initially executed the conveyance of the subject properties in favour of the Plaintiff for valuable consideration and, thereafter, abusing his position as a director of the Plaintiff executed the offending instruments, i.e., Deed of Rectification and Deed of Revocation and Cancellation of the earlier Deeds of Conveyance, sans any authority of the Plaintiff, illegally and fraudulently. Clear and categorical assertions of fraud are made in the Plaint.

¹ (2025) 5 SCC 198.

7. Secondly, indeed in paragraph 18 of the Plaintiff, there is an averment that the shareholders and directors of the Plaintiff became aware of the alleged illegal and fraudulent act of the Defendant in the year 2020, and, thereafter, the FIR was lodged against the Defendant. However, the institution of the Suit on 3rd October 2024, *prima facie* does not appear to be barred by limitation, as the Plaintiff would have the benefit of the suspension of period of limitation during the Covid 19 pandemic, pursuant to the order passed by the Supreme Court in *Suo Motu WP (C) No. 3 of 2020 in Re: Cognizance for extension of Limitation.*

8. The submission on behalf of the Applicant that the period of limitation would begin to run from the date of registration of the instruments premised on the decision in the case of **Uma Devi and Ors (Supra)** cannot be readily acceded to. The facts in the said case, are materially distinct. In the said case, the Supreme Court upon examination of the pleadings found that the Plaintiffs therein had failed to address the crucial question of when they became aware of the registered Sale Deed. Partition had taken place way back in the year 1968. Many of the family members had executed the registered Sale Deeds in the year 1978. In that context, the Supreme Court held that the predecessors of the Plaintiff had notice of the registered Sale Deeds (executed in 1978) flowing from the partition that took place way back

in 1968, by virtue of them being registered documents. The dictum in **Uma Devi and Ors (Supa)** thus cannot be applied indiscriminately dehors the facts of the case.

9. In the case at hand, the question as to when the Plaintiff first came to know about the offending instruments is rooted in facts. The learned Civil Judge was, thus, justified in holding that the question of limitation, in the facts of the case, as is generally the case, a mixed question of law and facts.

10. The impugned order, therefore, does not suffer from any legal infirmity or material irregularity. Consequently, the Application stands dismissed.

11. Hence, the following order:

: O R D E R :

Civil Revision Application stands dismissed.

[N. J. JAMADAR, J.]