



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

SECOND APPEAL NO. 594 OF 2018

(Baban S/o Balkrishna Bhangе vs. Arun S/o Tulshiram Bhujade)

*Office Notes, Office Memorandum of Coram,
appearances, Court's orders or the directions,
and Registrar's orders.*

Court's or Judge's order

Ms. A.R.Khare, Advocate for appellant.

Mr. Abhijit Deshpande, Advocate for respondent.

CORAM : ROHIT W. JOSHI, J.
JANUARY 05, 2026

1) The present appellant is the original plaintiff, who had filed a suit for specific performance of contract inter-alia contending that the defendant had agreed to sell the suit property to him vide agreement dated 18/12/1996. The learned Trial Court has decreed the suit. The appeal preferred by the defendant is allowed. The original plaintiff has preferred the present appeal challenging the decree passed by the First Appellate Court. Following substantial question of law was framed by this Court vide order dated 15/07/2025.

“Whether the finding recorded by the learned first appellate Court is outcome of erroneous reading of evidence on record and consideration of evidence without pleading to arrive at conclusion that there was no agreement of sale between the appellant and respondent?”

2) Ms.A.R.Khare, the learned counsel for the appellant plaintiff vehemently contends that the finding recorded by the learned First Appellate Court that the agreement of sale is a forged and fabricated document, is perverse, which does not

taken into consideration the pleadings in the Written Statement and the evidence in a proper perspective. She contends that the learned First Appellate Court has recorded finding that the plaintiff had created the agreement by misusing blank stamp paper handed over to him by the defendant although such is not the case set up in the Written Statement. She further contends that the defendant did not dispute his signature on the agreement of sale, and the stamp paper that came up in the evidence. Learned counsel also contends that merely because the plaintiff had admitted that with respect to some other customers he had obtained blank stamp papers in the past towards security of outstanding sale consideration, it would not mean that in the present case, as well stamp paper was utilised in creating an agreement. She therefore, contends that findings recorded by the learned First Appellate Court are perverse and warrant interference.

- 3) Learned counsel Mr.Abhijit Deshpande for respondent defendant draws attention to the agreement of sale at Exh.34. Perusal of the agreement of sale demonstrates that alleged signatures of defendant vendor appears at two places on the last page of the agreement. The first signature is in blue ink whereas second signature which is below the first signature is in black ink. It also appears from the agreement that the date of the agreement is also altered. The date of agreement is also mentioned as 18/12/96. The digits 1,8,1,2 and 9 are written in the same ink, whereas digit 6 is written in a different ink. The agreement of sale is dated 18/12/96, whereas stamp paper is purchased on 22/07/1996. It is not in dispute that the defendant was also a customer of the plaintiff and he used to purchase goods from the plaintiff on credit.

- 4) On over all consideration of the findings recorded by the learned First Appellate Court and perusal of the evidence, particularly, the agreement in question, this Court is of the opinion that the appreciation of the evidence by the learned First Appellate Court is just and proper. The appellant plaintiff had admitted that he used to obtain blank stamp papers from the purchasers who used to purchase goods on credit. He also admitted that he had filed a suits of similar nature against other customers in the past. One such customer against whom a suit for specific performance was filed is examined by the defendant as DW-2. Apart from this, there is no explanation for two signatures of the defendant at the place at page No.2, both of which appear one below the other and are marked in different inks. Likewise there is no explanation of change in ink while mentioning the year in the date of agreement. There is a clear variance in the alleged signatures of the defendant on the agreement and other signatures on record which is sufficient to establish case of defendant that he has not signed the agreement and blank stamp paper is misused by plaintiff to create false agreement by forging his signature. All these suspicious circumstances, viewed in conjunction with the past conduct of the plaintiff leads to the conclusion that the view taken by the First Appellate Court is proper and is based on re-appreciation of evidence. This Court does not find appreciation of the evidence by the learned First Appellate Court to be perverse. Rather on perusal of the record, this Court is in complete agreement with the opinion expressed by the learned First Appellate Court.
- 5) For the reasons recorded above, the substantial question of law framed vide order dated 15/07/2025 is answered against the appellant and in favour of the defendant.

In view thereof, the second appeal is dismissed with no order as to costs.

(ROHIT W. JOSHI, J.)