



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

SECOND APPEAL NO. 43 OF 2026
(SAU SUSHILA WD/O PUNDLIKRAO DHARMEY AND OTHERS
VS
SAU SEEMA W/O GANESH ITANKAR)

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

Court's or Judge's order

Mr. R.R.Prajapati, Advocate for appellants.

CORAM : ROHIT W. JOSHI, J.
DATED : MARCH 23, 2026

1) The present appeal is preferred by the original defendants being aggrieved by the judgment and decree dated 07/02/2023, passed by the learned Adhoc District Judge-5, Nagpur in R.C.A.No.556/2016 thereby dismissing the appeal and confirming the judgement and decree dated 18/06/216 passed by learned 6th Joint Civil Judge Junior Division in Spl.C.S.No.641/2012. The present appeal is filed by original defendants.

2) It is the case of plaintiff that defendant No.1, Predecessor of defendants No.2 and 3 – Ganesh and defendant No.4 had entered into an agreement of sale with her on 05/01/2010 for a consideration of Rs.70 Lakhs, out of which a sum of Rs.30 Lakhs is paid by plaintiff to the defendant No.1 and her son Ganesh and Rs.40 Lakhs was to be paid on the date of execution of sale deed. The defendant No.1 is mother of defendant No.4. Ganesh, the son of defendant No.1 and brother of defendant No.4 has expired. Defendant No.2 is his widow and defendant No.3 is his minor daughter. The agreement of sale is

duly proved and is marked as Exh.62. It bears thumb impression of defendant No.1, signature of Ganesh as a vendor and signature of defendant No.4 as consenter. The contention of the defendants is that the agreement in question is a bogus document. The defendant No.4 who has entered in the witness box has denied signatures of defendant No.1, his brother Ganesh and his own signature on the agreement of sale. The defendant No.1 has not entered the witness box.

3) The learned trial Court has observed that although signatures on the agreement were disputed by defendant No.4, signatures on Vakalatnama and registered address was not disputed. The learned trial Court decreed the suit since receipt of amount is reflected under the agreement which is duly proved. The learned first appellate Court also appreciated the evidence to confirm the findings recorded by learned trial Court.

4) It is found that there is similarity between the signatures on the agreement and the aforesaid admitted signatures. The contention that the agreement is forged and fabricated cannot be accepted. In order to forge a signature of a particular person, the person forging the signature must at least be aware the shape and design of the signature that he intends to forge. The parties are not related to each other. There is no occasion for the plaintiff to know the design of signatures of Ganesh and defendant No.4. The defendants have failed to prove the contention with respect to fabrication of the document. The document bears signatures of the parties i.e. plaintiff, defendant No.1, Ganesh and defendant No.4 on each page. The contention that document is a fabricated document, is rightly rejected by both the learned Courts. The findings do not warrant any interference.

- 5) The second appeal does not give rise to any substantial question of law and is dismissed accordingly with no order as to costs.

(ROHIT W. JOSHI, J.)