



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

CIVIL REVISION APPLICATION NO.39 OF 2026

APPLICANTS

- :-** 1) Amol S/o Ratanlal Sharma,
Aged about: 41 yrs., Occ.: Agriculturist,
R/o: Ajaent to Swami Samarth Centre,
Shashtri Nagar, Pandharkawada, Kelapur,
Yavatmal.
- 2) Smt. Aruna W/o Lakhan Borele
Aged: 59 yrs, Occ.: Agriculturist,
- 3) Paresh S/o Lakhan Borele,
Aged about: 39 yrs, Occ.: Agriculturist
Both R/o Sataynarayan Mandir Ward,
behind Pankaj Lodge, Main road,
Pandharkawada, Kelapur, Dist.: Yavatmal.

..VERSUS..

RESPONDENTS

- :-** 1) Smt. Meenal Wd/o Sachin Narlawar,
Aged about 49 yrs, Occ: Agriculturist,
- 2) Ku. Radha d/o Sachin Narlawar,
Aged about: 24 yrs, Occ.: Agriculturist,
- 3) Parth S/o Sachin Narlawar,
Aged about: 17 yrs, Occ.Nil, through
Guardian Mother Smt. Meenal wd/o
Sachin Narlawar
All R/o Near Dr. Nahate Hospital, Main
Road, Pandharkawada, kelapur, Yavatmal.
Presently residing at – Parth Sankul
Apartment, Plot No.31, Engineering Co.
Society, Wardha Road, Somalwada, Nagpur
– 440025.

Mr. J.B. Gandhi, Advocate for Petitioner.
Mr. Y.R. Kinkhede, Advocate for Respondent Nos.1 to 3.

CORAM : ROHIT W. JOSHI, J.
DATE : 07/05/2026

JUDGMENT :

1. The present revision application takes exception to order dated 29.10.2025 passed by the learned Civil Judge Senior Division, Kelapur, Dist. Yavatmal, on application at Exh.12 in Special Civil Suit No.17 of 2025. The said suit is for specific performance of contract and in the alternative, for refund of sale consideration paid by the plaintiff/respondent No.1 to the defendants/petitioner Nos.1 and 2.

2. The agreement in question is dated 30.03.2013. The target date fixed for completion of the sale transaction was 10.07.2013. However, on 11.07.2013, the parties agreed for extension of time for completing the transaction till 10.08.2013. In this backdrop, the suit for specific performance is filed on 12.03.2025. The plaint averments indicate that the plaintiffs had paid an amount of Rs.9,51,000/- to the defendants on the date of execution of agreement and subsequently, on 11.07.2013, an

additional amount of Rs.10,00,000/- was paid.

3. It is the case of the plaintiff that the defendants did not complete the formalities required for completing the sale transaction and as such, the defendants are at fault for not completing the transaction.

4. Perusal of the agreement will demonstrate that the parties had fixed a date i.e. 10.07.2013 for completing the sale transaction, which was thereafter extended to 10.08.2013. Since the time for completing the transaction is fixed under the agreement, limitation for filing suit for specific performance will begin from the said date i.e. 10.08.2013. The limitation of three years accordingly expired on 09.08.2016. The suit is filed on 12.03.2025 which is obviously beyond the prescribed period of limitation. It must also be stated that the prayer for refund of sale consideration is an alternative prayer. Limitation for filing of the suit will therefore be governed by Article 54 of the Limitation Act. Thus, the suit is clearly barred by limitation.

5. The learned trial Court has erred in observing that plaint cannot be rejected on the ground of limitation, since limitation will be a mixed question of law and facts. In the facts of the present case, the question of limitation is a pure question of law arising out of

undisputed facts namely execution of agreement of sale dated 30.03.2013 and the outer limit for execution of sale deed being fixed as 10.08.2013. Civil Revision Application is therefore **allowed** in the following terms :-

- i) Order dated 29.10.2025 passed by the learned Civil Judge Junior Division, Kelapur, Dist. Yavatmal on application at Exh.12 in Special Civil Suit No.17 of 2025 is quashed and set aside.
- ii) Application at Exh.12 in Special Civil Suit No.17 of 2025 pending before the learned Civil Judge, Senior Division, Kelapur, Dist. Yavatmal is allowed and plaint in the said civil suit is **rejected**.

(ROHIT W. JOSHI, J.)

C.L. Dhakate