



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

SECOND APPEAL NO. 179 OF 2026

Chandrakant S/o. Gulabrao Sonole and others

Vs.

Shri Satya Sai Baba Swagruh Sukh Nirman Sanstha Maryadit, Nagpur

Office Notes, Office Memoranda of
Coram, appearances, Court's Orders
or directions and Registrar's order

Court's or Judge's Order

Shri H. D. Dubey, Advocate for appellant.

CORAM :- Y. G. KHOBRADE, J.

DATED :- 30.04.2026

Heard Shri H. D. Dubey, learned counsel
appearing for the appellants at length.

2. By the present appeal under Section 100 of the Code of Civil Procedure, the appellants are challenging the judgment and Decree dated 12.02.2026 passed in RCA No. 72/2021 by learned District Judge-20, Nagpur, whereby confirmed the judgment and decree dated 26.03.2021 passed in RCS No. 71/2012 (Old SCS No. 1470/2011) by learned Civil Judge Junior Division, Hingna, District Nagpur.

3. In RCS No. 71/2012, the present appellants are the original defendants and present respondent is original plaintiff. For the sake of brevity, I would like to refer parties to this appeal in their original capacity.

4. The plaintiff-society filed a RCS No. 71/2012 and prayed for decree of specific performance of contract executed on 14.08.1985 in respect of the suit property admeasuring 90 decimal out of total land of 3.90 decimal land of P. H. No. 6, Mouza Waddhamana, Tahsil Hingna, District Nagpur. It is the case of the plaintiff- society that Gulabrao Sonole, the defendants' predecessor-in-title had purchased the land admeasuring 13.04 HR bearing Khasara No. 33 of Mouza Waddhamna, Tahsil Hingna, District Nagpur from one Smt. Ausuyabai Dadaraoji Dhanwate. Out of the said land, Shri Gulabrao Sonole had executed a registered Sale-deed on 13.12.1983 to the extent of 1.50 acres in favour of the plaintiff- society. Subsequently, said Gulabrao Sonole also executed another sale-deed in respect other 1.50 acre of land on 12.12.1984 for a valuable consideration in favour of the plaintiff- society. Thereafter, on 14.08.1985, again an agreement to sell was executed between the plaintiff-society and Gulabrao Sonole in respect of the suit property for consideration of Rs.35,000/-. Said Gulabrao Sonole also handed over the possession of the suit property in favour of the plaintiff-society. However, due to fragmentation, no sale-deed was executed by the land owner- Gulabrao Sonole, the predecessor-in-title of the defendants though he had accepted the entire consideration amount and handed over the possession of the suit property to the plaintiff- society. Therefore, the plaintiff- society filed RCS 71/2012 and prayed for

decree of specific performance of the contract to the extent of the suit property.

5. The defendants filed their written statement (Exh.14) and denied the transaction as well execution of the agreement to sell by their predecessor-in-title- Gulabrao Sonole. The defendants further claimed that, the suit is barred by limitation. On the basis of the rival pleadings advanced by both the sides, the Trial Court framed the issued at Exh.24.

6. In order to prove the claim, the plaintiff-society through its authorized persons has filed evidence on affidavit (Exh.26) and also examined Nilkanth Rajaram Maraskolhe (PW2) at Exh.71. The plaintiff-society proved the following documents:-

- i) Certified copy of Record of Rights (Exh.46);
- ii) Sale Deed dated 23.12.1983 (Exh.47);
- iii) Sale-deed dated 12.12.1984 (Exh.48);
- iv) Certified copy of map of Khasara No. 33 and 33/5 (Exh.49);
- v) Office copy of application to Land Record office, Hingna dated 13.09.2011 (Exh.50);
- vi) Office copy of Police Complaint to Police Station Wadi dated 16.08.2011 (Exh.51);
- vii) Certified copy of change report dated 31.08.2012 (Exh.52);
- viii) Registration certificate (Exh.53);

- ix) Impounded agreement dated 14.08.1985 (Exh.86);
- x) Receipt at Article- B; and
- xi) Authority letter at Article-C.

7. The defendants filed evidence on affidavit (Exh.115) by examining DW1 and relied on the following documents:-

- i) Agreement to sale dated 22.03.1982 of Khasara No. 34/2 at Mouza Waddhamana (Exh.117);
- ii) Certified copy of sale-deed dated 11.04.1984 of Khasara No. 33 (Exh.118 to 122);
- iii) Police complaint dated 11.10.2011 (Exh.123); and
- iv) Objection to the measurement (Exh.124)

8. After hearing both the parties, the Trial Court on 26.03.2021 passed the judgment and decree holding that, on 14.08.1985 the Agreement to Sell (Exh.86) was executed and thereafter the plaintiffs have not taken any steps to get the sale-deed registered till the death of father of the defendants. As per the agreement to sell, no specific time-line was provided for execution of the sale-deed. Further due to prohibition under the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act no sale deed was executed. Further, the plaintiff- society came to know about manipulation of 7/12 extract and other revenue record pertains to the suit property and the defendants refused to perform their part of obligation under agreement dated 14.08.1985

(Exh.86). The learned Trial Court further held that, limitation for filing of the suit for specific performance of contract will start from the date of refusal to perform part of the agreement by the defendants and the plaintiff filed the suit within the period of 3 years from the refusal to perform the part of the contract by the defendants. The plaintiff- society duly proved execution of the agreement and performed its part of the contract. However, the defendants refused to execute sale-deed in favour of the plaintiff- society, hence, decreed the suit in favour of the plaintiff- society.

9. Being aggrieved by the said judgment and decree, the defendants filed RCA No. 72/2021 before the First Appellate Court. On 12.02.2026, the First Appellate Court passed the impugned judgment and order holding that claim of the plaintiff- society is totally based on agreement to sell dated 14.08.1985 (Exh.86) and the plaintiff- society has proved the same by examining the witnesses. Therefore, the defendants by merely denying the signature of the executant- deceased Gulabrao Sonole cannot be a substantial ground for referring the said document to hand-writing expert. The First Appellate Court on re-appreciation of evidence held that, deceased- Gulabrao Sonole, the predecessor-in-title of the defendants failed to perform his part of the contract. So also due to fragmentation, sale-deed was not executed and possession of the suit property already been handed over to the plaintiff- society by deceased -Gulabrao

Sonole. Further, both the Courts below concurrently held that, the plaintiff- society has not committed any breach of its part of contract and passed the impugned judgment and decree. Therefore, I do not find any substantial question of law involved in the present appeal, hence, it is dismissed.

(Y. G. KHOBRAGADE, J.)