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IN THE COURT OF PRINCIPAL CIVIL JUDGE

MATAR (DIST. KHEDA)

Regular Civil Suit No.62/2012

Kashiram Anubhai Bharwad,
Aged-55 years, Occupation- agriculture,
Resident of village- Bamangam, taluka- Matar,
District-Kheda.

.....Plaintiff

V e r s u s

(1). Hathibhai Kishabhai Parmar,
(2). Udesang Kishabhai Parmar,
Both Aged-adult, Occupation- agriculture,
& resident of village-Mahiyari, taluka- Matar,
District-Kheda.

.....Defendants

Appearance:

- Learned advocate Mr. M.S.Pathan for plaintiff.
- Learned advocate Mr. D.H.Barot/ M.A.Pathan for defendants.

Sub. : Suit for specific performance and permanent injunction.

JUDGEMENT

[NARENDER KUMAR (GJ01440)]

Date: 23.03.2026

1) The plaintiff has instituted the suit for specific performance and permanent injunction against defendants related to immovable properties i.e. agricultural land bearing khata no.-545, block/survey no.-

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446, situated at village-Bamangam, taluka-Matar, and district-Kheda measuring area hectare 2-33-70 (hereinafter referred as suit property).

2) It is the case of the plaintiff that suit property is situated at village Bamangam and that suit property was earlier in the share of Virsinghbhai Jethabahi Parmar as per revenue records and after he died issueless, the suit property is of Kishabhai Punjabhai Parmar. It is further averred that the plaintiff entered into agreement to sell with Kishabhai Punjabhai Parmar on 28/04/1990 for price consideration of Rs. 23, 500/-, out of which he paid Rs. 11, 000/- as earnest money and the possession of suit property was handed over to him on the same day and further agreed for remaining amount to be paid after title clearance. It is further averred by plaintiff that remaining amount of price consideration of Rs. 12, 500/- was paid on 23/04/1994 to Kishabhai Punjabhai Parmar i.e. the father of defendants. It is averred that after some time Kishabhai Punjabhai Parmar died and the present defendants in collusion got entered the name of defendant no. 1 only in revenue records on the basis of a forged will and not on the basis of succession rights. It is averred that as the plaintiff had paid the full amount, he sent a legal notice on 16-03-2012, to the defendants through his advocate for title clearance and to execute sale-deed. Further it is averred that now the defendant no.1 is trying to dispossess him from the suit property without any legal right, title or interest. It is further submitted that now looking to the malafide act of the defendants i.e. not performing their part of the agreement and the intention to take away the suit property, the plaintiff is forced to approach this Court for permanent injunction. Hence, this suit.

3) Upon notice, the defendants appeared through learned advocate and filed their written statement at Ex.102 through defendant no.1

in which the defendant has denied the case of the plaintiff inter alia taking certain preliminary objections of maintainability, mis-joinder/non-joinder of parties, suppression of material facts, barred by limitation, without cause of action and suit barred by provisions of law. On merits it is claimed that the suit property was of the absolute ownership of deceased Virsangbhai Jethabhai and during his life-time, on 26/04/2006 bequeathed the suit property in favour of defendant no.1 and as said Virsangbhai Jethabhai died on 19/09/2008; the defendant no. became the owner on the basis of will and got entered his name in revenue record vide mutation entry no.1475. It is submitted in written statement that the plaintiff had unsuccessfully challenged the said mutation entry before the revenue authorities. It is further submitted that the agreement to sell does neither bear the signature or thumb impression of Virsangbhai Jethabhai, nor any consideration was paid to him; though he was alive at the time of that agreement, and he was the absolute owner of suit property. It is also averred that the executer of that agreement to sell had not produced any document to show that any right was given to him to alienate the suit property and thus prima facie the agreement to sell is forged one. It is further submitted that the agreement is unregistered one and the suit has been filed after inordinate delay of 22 years of forged agreement, moreover the defendant no. 1 is having absolute ownership and is in exclusive possession of suit property and therefore no question of defendants trying to dispossess/interfere possession of the plaintiff arises and the suit has been instituted just to harass them. Refuting all other averments of the plaint, dismissal of the suit is prayed for with costs.

4) Thereafter, on 08/01/2025, the following issues are framed at Ex.106, by the presiding officer for adjudication:

1. Whether the plaintiff proves that Kishabhai Punjabhai Parmar was having any right or authority to enter into agreement to sell with plaintiff for suit property?
2. Whether the plaintiff proves that Kishabhai Punjabhai Parmar executed the agreement to sell in favour of the plaintiff and the plaintiff has paid the total amount of consideration?
3. Whether the defendant proves that the suit property was of the absolute ownership of deceased Virsangbhai Jethabhai and during his life-time, on 26/04/2006 bequeathed the suit property in favour of defendant no.1?
4. Whether the defendant proves that the agreement to sell produced by the plaintiff is false and forged?
5. Whether the suit of the plaintiff is barred by limitation?
6. Whether the plaintiff is entitled to the relief prayed for?
7. What order and decree?

5) In order to substantiate the pleadings of the plaint; the plaintiff has produced oral as well as documentary evidence. The plaintiff side has examined plaintiff himself as witness at Ex.110 and one witness namely Mr. Sureshbhai Kashiram at Ex.126 and has also produced the following documentary evidences in his support:

Ex.111 - Agreement to sell dated 28/05/1990.

Ex.112-Certified copy of gam namuna no.7 of block no.446

dated 24/02/2025.

Ex.113-Certified copy of gam namuna no. 8A of khata no. 545
dated 24/02/2025.

- Ex.114 -Certified copy of consolidation of block no. 446 dated 10/05/2011.
- Ex.115 - Receipt of payment of revenue dated 10/05/2005.
- Ex.116 - Receipt of payment of revenue dated 12/06/2012.
- Ex.117 - Public notice in Sandesh newspaper in Kheda-Anand area dated 18/01/2013.
- Ex.118 - Receipt of payment of Harsh agency Kheda dated 23/01/2013.
- Ex.119 - Office copy of legal notice sent to defendants dated 16/03/2012.
- Ex.120 - Certified copy of mutation entry no. 1475 dated 24/02/2025.
- Ex.121 - Certified copy of judgment of C.C. no. 139/2013 against defendants dated 05/01/2024.
- Ex.122 - Certified copy of deposition of complainant Sanjaybhai Kashibhai Bharwad in C.C. no. 139/2013 dated 10/01/2023.

6) And thereafter, vide Ex. 128 on 02/08/2025, the plaintiff made an application declaring her evidence closed and thus the evidence of plaintiff side was closed.

7) On the other hand, in order to controvert the pleadings and evidence of plaintiff and to substantiate the pleadings of written statement; the defendant side has examined defendant no. 2 at Ex. 144 and has produced the following documentary evidences in their support:

- Ex.131 - Certified copy of gam namuna no. 8A of khata no. 545 of village Bamangam, taluka Matar dated 03/10/2024.

- Ex.132 - Certified copy of gam namuna no. 7 of block no. 446 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.133 - Certified copy of gam namuna no. 12 of block no. 446 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.134 - Certified copy of gam namuna no. 6 with mutation entry no. 1475 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.135 - Certified copy of gam namuna no. 6 with mutation entry no. 1521 and 1766 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.136 - Certified copy of gam namuna no. 6 with mutation entry no. 1869 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.137 - Certified copy of gam namuna no. 6 with mutation entry no. 1918 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.138 - Certified copy of gam namuna no. 6 with mutation entry no. 2092 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.139 - Certified copy of gam namuna no. 6 with mutation entry no. 2259 of village Bamangam, taluka Matar dated 03/10/2024.
- Ex.140 - Certified copy of order passed by Dy. Collector, Kheda in RTS appeal no. 153/13 dated 18/11/2015.
- Ex.141 - Certified copy of order passed by Dy. Collector, Kheda in RTS appeal no. 352/12 dated 07/07/2015.
- Ex.142 - Certified copy of order passed by Collector, Kheda under section 108(6) of GLR Rules, 1972 dated 23/11/2016.

8) And thereafter, vide Ex.146, the defendant side made an application/pursis declaring their evidence closed and thus the evidence of defendant side was closed.

9) I heard the rival submissions made by the learned advocates at length and have also gone through the case file minutely and the written arguments at Ex. 147 as produced from plaintiff side. The answers of the issues as discussed in this judgment in light of the material available are:

Issue No. 1	:	In negative.
Issue No. 2	:	In negative.
Issue No. 3	:	In affirmative.
Issue No. 4	:	In affirmative.
Issue No. 5	:	In affirmative.
Issue No. 6	:	In negative.
Issue No. 7	:	As per final order.

REASONS

Issues No. 1 to 6

10) As Above issues are inter-connected and inter-linked with each other and finding of one issue depends upon another and to avoid frequent repetition of facts; I have decided to discuss the above issues together by common discussion and common reasoning for the sake of convenience and brevity.

11) To prove the suit the plaintiff has produced oral evidence in the form of affidavit of firstly of himself as per provisions of Code of Civil Procedure, 1908 in the present suit at Ex.110, wherein the witness has stated the facts as per the plaint at Ex.1 and therefore, the same are not

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reproduced here. The witness has further stated that he has right and interest in the suit property as suit property was sold to him and he has paid the full amount of consideration as agreed in agreement to sell and has reiterated the facts mentioned in the plaint. The witness has been cross-examined by learned advocate M.A.Pathan for the defendants and it has been admitted in the cross-examination before executing agreement to sell, he inquired about the ownership of suit property, and the suit property was in the name of Virsangbhai Jethabhai. The witness has admitted the fact that the suit property were of absolute ownership of Virsangbhai Jethabhai, and the name of Kishabhai was not there either as owner or as possessor or as tenant. The witness has admitted the fact that Virsangbhai Jethabhai died in year 2008 and Kishabhai died in year 2001. The witness has admitted the fact that the signature or thumb impression of Virsangbhai Jethabhai is nowhere in agreement to sell. The witness has admitted that the suit property was new tenure land at the time of agreement. The witness has admitted the fact that in the document of sell produced at Ex.111 does not bear his signature or thumb impression. The witness has admitted the fact that from year 1990 to year 2012, he had not initiated any legal proceedings against the owner of the suit property or against Kishabhai. The witness has admitted the fact that he has not produced any document to show by which means, how legal notice of which office is produced at Ex.119, was served to the defendants. It is further admitted by the witness that in revenue records i.e. gam namuna 7/12 of the suit property name of Hathibhai Kishabhai alone is there as possessor. The witness has admitted the fact that he has challenged mutation entry no. 1475 entered on the basis of will before revenue authorities. The witness has denied other allegations and averments put before her.

11.1) The plaintiff has further examined Mr. Sureshbhai Kashiram at Ex.126 to prove his case. The witness has stated in his affidavit that he lives in

Village Bamangam and the plaintiff is his father and thus he is having knowledge about the facts of the suit. The witness has further stated in his affidavit that as the suit property was new tenure land; earnest money Rs. 11, 000/- only was paid at the time of agreement of sell and remaining amount was agreed to be paid after title clearance on the day of execution of sale deed and the possession of suit property was handed over to the plaintiff on 28/05/1990 and witness has fully supported the facts mentioned in the plaint. The witness has been cross-examined by learned advocate Mr. M.A.Pathan for the defendants, wherein witness admits that the alleged agreement to sell dated 28/05/2012 of the suit property was not executed in his presence. The witness has denied other allegations and averments put before him.

12) On the other hand, to controvert the ace of plaintiff; the defendant side has produced oral evidence of defendant no. 2, Udesing Kishabhai by way of affidavit and the witness has been examined in their defence at Ex.144, wherein he has stated the facts as per their written statement; therefore, the same is not reproduced here. The witness has further stated that the plaintiff has no right, title or interest upon suit property and has reiterated the facts mentioned in the written statement. The witness has been cross-examined by learned advocate for the plaintiff Mr. S.M.Pathan and the witness has admitted the fact that Kishabhai Punjabhai is his father. The witness has admitted the fact that Virsangbhai Jethabhai died issueless. The witness has admitted the fact that for suit property dispute arose with the plaintiff. The witness has admitted the fact that for suit property,

proceedings were held in Mamlatdar and Collector. The witness has denied other allegations and averments put before him.

13.1) From the perusal of case record and various documents on record, it is clear that the suit property was new tenure land i.e. the restrictive tenure land and that fact is undisputed one. In view of admitted fact that the suit property was a restricted tenure land (new tenure land) at the time of execution of agreement dated 28/05/1990 and the requisite sanction of Collector had not been obtained, the question of validity of such agreement arises. Section 43(2) of Tenancy Act mandates that the land of restricted tenure cannot be transferred or agreed to be transferred or sold, without the previous sanction of the Collector and that any transaction or any agreement for transfer of land or interest therein, if made without the previous sanction of the Collector, would be invalid. As per the provisions of Contract Act, all the agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object and are not expressly declared to be void in the Act. Section 23 of the Contract Act, inter alia, states that the consideration or object of the agreement is lawful, unless it is forbidden by law or is of such a nature that if permitted, it would defeat the provision of any law. It further states that in such cases, the consideration or object of an agreement is sought to be unlawful and every agreement consideration is of which unlawful, is the void. Moreover, it is also clear from the record that agreement produced at Ex.111 was executed between plaintiff and Kishabhai Punjabhai, father of defendants related to the suit property; though Kishabhai was neither the owner nor was having any authority for alienation of the suit property and this fact is also clear from admissions in deposition of the plaintiff and his witness. But it is pertinent to mention that

this agreement produced at Ex.111 does not bear the signature or thumb impression of the plaintiff himself and the same is admitted by the plaintiff in his cross-examination. In the case on hand; an agreement had been executed on 28/05/1990 and at that time, no sanction of Collector was obtained. Hence, this banakhat (agreement) of new tenure land, without the previous sanction of the Collector was forbidden u/s 43 of the Tenancy Act. The consideration or object of such an agreement would also, therefore, be unlawful and any such agreement would be void agreement in view of Section 23 of the Contract Act. Similar issue was before Division Bench of Hon'ble Gujarat High Court in case of ***Ganpatlal Manjibhai Khatri Vs. Manguben Babaji Thakor First Appeal No.4979 of 2018*** and the judgment was passed on 02.08.2019. The question posed in that judgment at Para No.14 is as under:-

“14.Having heard the learned counsel appearing for the parties and having gone through the materials on record, the only question that falls for our consideration is whether the plaint is liable to be rejected on the ground that the suit for specific performance of contract based on an illegal or invalid agreement to sell hit by Section 43 of the Act, 1948 is not maintainable?”.
(emphasis supplied)

In the case on hand, the identical question is for determination and therefore, this judgment is squarely applicable to the case on hand. In the case in hand, there is admittedly a new tenure land, which hits by Section 43 of the Tenancy Act. While answering this question, Hon'ble Division Bench of Hon'ble Gujarat High Court has held at Para Nos.28 and 29, as under:-

“28. It is not in dispute that the agreement to sell dated 27th January, 2010 could be termed as invalid or void as the same was entered into without the prior permission or sanction of the Collector. The suit for specific performance of contract based on an invalid agreement to sell hit by Section 43 of the Tenancy Act, 1948 applicable for the Bombay area of the State of Gujarat is not maintainable in law. If the agreement is rendered invalid under Section 43 of the Act, 1948, such agreement is incapable of being specifically enforced. If the agreement to sell itself is invalid, no decree for specific performance can be passed by the Trial Court.

29. It is well settled that the jurisdiction to order specific performance of contract is based on the existence of a valid and enforceable contract. Where a valid and enforceable contract has not been made, the Court will not make a contract for them. Specific performance will not be ordered if the contract itself suffers from some defect which makes the contract invalid or unenforceable. The discretion of the Court will not be there even though the contract is otherwise valid and enforceable. (See Satish Kumar vs. Karan Singh & Anr., Civil Application No.7385 of 2013, decided on 21st January, 2016).”
(emphasis supplied)

Moreover, Para Nos.33 and 35 of that judgment is also required to be considered, which is as under:-

“33. In our opinion, it would be within the jurisdiction of the Civil Court alone to determine whether the agreement on the basis of which the suit for specific performance is instituted is a valid

agreement or not. To put it in other words, the jurisdiction exercisable for the determination of enforceability of the agreement of sale clearly resided in the Civil Court which alone had the jurisdiction to make an adjudication on that question.

35. In the overall view of the matter, we are of the view that the impugned order passed by the Civil Court, rejecting the plaint on the ground that the suit is time barred, may not be sustainable in law, but at the same time, no interference is warranted in the present first appeal, because in our opinion, the plaint is liable to be rejected mainly on the ground that the suit for specific performance based on an illegal or invalid agreement to sell is not maintainable as, such a contract is not enforceable.

(emphasis supplied)

Thus, Hon'ble Division Bench of Hon'ble Gujarat High Court has clearly held that the civil Court has jurisdiction to determine the validity of the agreement. In present case; the suit property was new tenure/ restricted tenure and therefore, the agreements dated 14.12.01 were invalid and the suit based upon such an invalid agreement is not maintainable. Further, even if, execution of agreements and acceptance of part consideration is not disputed, the suit for specific performance based upon invalid agreement is not maintainable. Moreover, such agreements do not give cause of action to file present suit and thereby, the suit is liable to be rejected as per the provisions of Order 7 Rule 11(a) of CPC.

Again, in the judgment in case of ***Hasvantbhai Chhanubhai Dalal Vs. Adesinh Mansinh Raval*** reported in ***2019(0) AIJEL-HC-***

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240427, delivered by, Hon'ble Gujarat High Court has held as under:-

“111. My final conclusions on the points framed for determination are as under:-

[1] The suit for specific performance of contract based on an invalid agreement of sale hit by Section 43 of the Tenancy Act, 1948, is not maintainable in law. If the agreement is rendered invalid under Section 43 of the Bombay Tenancy And Agricultural Lands Act, 1948, such agreement is incapable of being specifically enforced. If the agreement of sale itself is invalid, no decree for specific performance can be passed by the trial Court. Section 14(1)(c) of the Specific Relief Act provides inter alia that a contract, which is in its nature determinable, cannot be specifically enforced. In such circumstances, the suit for specific performance of agreement of sale has rightly not been decreed.

[2] Even otherwise, independent of the issue of Section 43 of the Act, 1948 the plaintiff has not been able to make out any case for grant of decree of specific performance of contract based on an invalid agreement of sale.”
(emphasis supplied)

Considering aforesaid ratio laid down by Hon'ble Gujarat High Court, it is amply clear that the suit based upon invalid agreement to sale, hit by Section 43 of Tenancy Act is not maintainable. Even if, the plaintiffs are afforded with the opportunities, they would surely not in a position to validate this ab-initio void agreement, in view of clear bar of Section 43 of Tenancy Act. Therefore, carrying on this

suit further would be a futile exercise. Therefore, the plaint is liable to be rejected as per Order 7 Rule 11 (a) & (d) of CPC.

In the present case; the suit property was restricted tenure land and therefore, the agreement dated 28/05/1990 is invalid and the suit based upon such an invalid deed, is not maintainable. Further, even if, execution of agreement and acceptance of part consideration is not disputed, the suit for specific performance based upon invalid agreement is not maintainable and moreover suit was filed after 22 years of execution of agreement.

13.2) Further, the plaintiff has instituted the present suit in year 2012 for specific performance of agreement executed on 28/05/1990. There is unexplained inordinate delay of 22 years if filing suit. The period of limitation as per Article 54 of the schedule to the Limitation Act, 1963 is three years, “from the date fixed for the performance or if no such date is fixed, when the plaintiff has notice that the performance is refused.” In the case in hand, allegedly an agreement (banakhat) was executed on 28/05/1990, whereas suit has been filed in year 2012. It is pertinent to mention that the findings of Hon’ble Gujarat High Court in para 17 in the case of **Hemendra Ishwarbhai Patel Through Poa Piyush B Trivedi Versus Gokulbhai Shanabhai-decd.Through Legal Heirs, (2018-GLR-1-688)** are applicable to facts of present case which are as under-

17. Mr.Shah for the respondents has relied upon the decisions of Supreme Court in case of Panchanan Dhara & Ors. Vs. Monmatha Nath Maity (Dead) through LRS. & Anr. (supra) in case of Rathnavathi & Anr. Vs. Kavita Ganashamdas (supra), and in case of Ahmmadsahab Abdul Mulla (deceased by Lrs) Vs. Bibijan & Ors.(supra) to submit that in case of agreement to sell immovable property, ordinarily time would not be the

essence of the contract. According to him, in the instant case, the time having not been fixed in the agreement, the case of the plaintiffs would fall in the second part of Article 54 of the Limitation Act. There cannot be any disagreement to the proposition of law laid down by the Supreme Court in the decisions relied upon by Mr.Shah, however, in the instant case, **even if it is held that time was not the essence of the contract, the respondents - plaintiffs were required to state in the plaint as to how their suit was within the period of limitation, more particularly when the specific performance of the agreement executed in the year 1995 has been sought in the year 2009. Apart from the fact that there is no averment in the plaint as to what action was taken by the plaintiffs to perform their part of contract after the execution of the agreement in question for so many years till 2009 when the suit was filed.**

13.3) Moreover, it is settled law that a vendor cannot transfer a title to the vendee better than he himself possesses, the principle arising from the maxim *nemo dat quod non habet*, i.e., "no one can confer a better title than what he himself has". In the present case, Kishabhai i.e. the person with whom the plaintiff entered into agreement to sell was not having the right or the title in the suit property. Kishabhai was neither the owner nor was having any authority to alienate the property and thus the plaintiff cannot claim any right, title or interest in the suit property. The doctrine of *caveat emptor* tasks a vendee with the duty to diligently investigate the title he is purchasing, but the plaintiff in the present case has evidently shirked such duty for which the law cannot come to his rescue.

13.4) Now as per the discussions made above-mentioned and in the light of facts and circumstances, issue-wise short reasons are as follows-

Issue no.1-As per the record available before this Court, it appears that the plaintiff had entered into agreement to sell with Kishabhai, but the plaintiff has not produced any document to show that Kishabhai was owner of suit property. In the present case, plaintiff failed to prove that Kishabhai was the owner or was having any authority to alienate the property, and thus **issue no.1 is decided in negative** against the plaintiff.

Issue no.2- It is clear from evidences that the plaintiff has himself neither signed nor put his thumb impression on agreement; nor he has examined any witness to prove the execution of agreement or payment of total amount of consideration related to the suit property and as the plaintiff failed to produce any evidence related to execution or payment and accordingly **issue no. 2 is decided in negative** against the plaintiff.

Issue no.3- From record of the case, particularly the documents of revenue on record and deposition of the witnesses, it is clear that the suit property was of the absolute ownership of Virsangbhai and the plaintiff has specifically admitted that fact; hence **issue no. 3 is decided in affirmative** in favour of defendants.

Issue no.4- It is clear from evidences that the plaintiff has himself neither signed nor put his thumb impression on agreement; nor he has examined any witness to prove the execution of agreement and thus agreement cannot be considered as valid agreement as per the Contract Act, 1872 related to the suit property; hence **issue no. 3 is decided in affirmative** in favour of defendants.

Issue no.5- From record of the case, particularly the documents on record and deposition of the witnesses, it is clear that the alleged agreement was

executed on 28/05/1990 and suit was filed in year 2012. There is unexplained inordinate delay of 22 years if filing suit. The period of limitation as per Article 54 of the schedule to the Limitation Act, 1963 is three years, “from the date fixed for the performance or if no such date is fixed, when the plaintiff has notice that the performance is refused.” But the plaintiff has not instituted the suit time as prescribed by law of limitation; hence **issue no. 5 is decided in affirmative.**

14) In the present case, from the above mentioned discussion, it is clear that the plaintiff failed to prove anything in his favour; but the suit is bad for many reasons such as agreement hit by section 43 of the Tenancy Act, 1948 read with section 23 of the Contract Act, suit barred by limitation and lastly, the agreement entered with third party, who is not the owner or authority holder of the owner and thus the plaintiff is not entitled to any relief. It can be believed that there is no clear case in favour of the plaintiff and the defendants have produced some cogent and convincing evidence in their defence to disbelieve the story of plaintiff. In civil proceedings standard of proof is not as strictly required as is required in criminal proceedings. Merely, preponderance of possibility is required. Under these circumstances, the plaintiff side has no right to claim any relief from this Court and therefore, there are reasons to reject the prayer of plaintiff. The plaintiff is thus not entitled to get any relief of permanent injunction related to the suit property.

Issue No. 7:

15) As per my above finding for the issue no 1to 6, as the failed to prove his case and has not produced any evidence in his favour as per law, under these circumstances, the plaintiff is not entitled to get relief of

specific performance and permanent injunction and in the interest of justice, the following order is passed:

:: ORDER::

1. The suit of the plaintiff is hereby rejected.
2. The parties are directed to bear their own expenses.
3. Decree be drawn accordingly.

Order signed and pronounced today in open court on this 23rd day of March 2026.

Date : 23.03.2026.

Place : Matar.

(Narender Kumar)
Principal Civil Judge
Matar (Dist. Kheda)
(GJ01440)