

MHAU090005632013



Presented on : 08/03/2013

Registered on : 08/03/2013

Decided on : 12/03/2026

Duration : 13 Y 00 M 04 D

**IN THE COURT OF CIVIL JUDGE (JR.DN) PAITHAN.**  
**DIST. AURANGABAD**  
(Presided over by G. V. Gandhe)

**Reg.Civil Suit No.69/2013****Exh.No. 60**

Mannu Kalu Rathod

Aged - 70 years, Occ.- Agriculture

R/o- Kadethan Bk. Tq. Paithan,

Dist. Aurangabad through

General Power of Attorney

Ramesh Mannu Rathod

Aged - 35 years, Occ.- Agriculture

R/o- Kadethan Bk. Tq. Paithan,

Dist. Aurangabad.

**Plaintiff****...Versus..**

Baban Rambhau Hadole

Age- 56 years, Occu. Agriculture

R/o. Shirasgaon, Tq. Nevasa,

Dist. Ahamadnagar.

**Defendant**

Advocate for plaintiff - Shri. K.M.Phatangale

Advocate for defendant - Shri. S.S.Jadhav

**Claim: Suit for declaration and permanent injunction.**

## **J U D G M E N T**

(Delivered on 12/03/2026)

This is suit for declaration and permanent injunction.

2. **Brief facts of the plaintiff's case, are as under:-**

The field Gat No.22 having total area 6 H 31 R land i.e. 1 H 30 R land, out of it 1 acre 40 R land situated at Mauje Kadethan Bk. Tq. Paithan, Dist. Aurangabad having four boundaries, to the East :- field of Mansing Sukhlal, to the West :- field of Nehaji Kisan, to the South :- Lahanu Rathod and to the North :- field of Namdeo Rathod (Here-in-after referred to as "suit property") is owned and possessed by plaintiff.

3. The plaintiff has purchased the suit property from its previous owner by way of registered sale-deed. On the basis of which, his name was mutated in revenue record. Since then he is in possession of suit property. The plaintiff is dealing in the business of providing labourers for sugarcane cutting crop. He used to take advance amount from the field owner or the owners of the vehicles for distributing it to the labourers. For the season of the year 2011-12, the plaintiff has taken amount of Rs.2,00,000/- from the defendant as advance for providing labourers. However, at the time of giving said amount, defendant has demanded the security for the said amount. Therefore, the plaintiff has given one acre land, out of the suit property as security of the advance amount taken by him from the defendant. On 17/07/2012 the defendant has got executed documents of 40 R land, out of the suit property in his favour. At the same time, it was agreed that if the amount of Rs.2,00,000/-

was paid by plaintiff till 17/08/2012, the above transaction would be cancelled and the mutation entry of it also agreed to be not taken by executing terms and conditions on stamp paper of Rs.100/- in presence of witness Mohanrao Narhari and Hari Moratrao Kakde. On 16/02/2012 the plaintiff in presence of witnesses has paid the amount of Rs.2,00,000/- to the defendant at his village as per agreement. However he did not convey the suit property by cancelling the said sale-deed as per agreement. Hence this suit for declaration that he is the owner and possessor of the suit property and the transaction of sale dated 17.07.2012 was towards security of advance amount and not sale transaction and for permanent injunction.

4. Defendant has filed his Written Statement (Exh.12). He has denied all adverse allegations levelled against him. It is his specific contention that the plaintiff is doing the business of providing labourers for sugarcane cutting crop and he used to take advance from the field owners and owners of vehicles. Accordingly, for the season of 2011-12 he has taken amount of Rs.3,90,000/- from defendant for providing the labourers. However, plaintiff falsely mentioned in plaint that he has only taken amount of Rs.2,00,000/-. In-spite of taking advance amount, the plaintiff did not provide the labourers to defendant. Therefore when the defendant has demanded the amount of Rs.3,90,000/- from plaintiff, he avoided to pay it. Then plaintiff on 28/02/2012 has paid the amount of Rs.1,90,000/- to defendant and executed the agreement in presence of witnesses to pay the remaining amount of Rs.2,00,000/- to the defendant till 31.05.2012. However thereafter in-spite of repeated

demands of defendant, plaintiff avoided to repay the amount. Lastly, on 17.07.2012 the plaintiff for his legal necessity has executed the sale-deed bearing No.4754/2012 for Rs.1,30,000/- in favour of defendant No.1 of his field and has agreed to repay the remaining amount of Rs.87,000/- within one month. However, on repeated demands of defendant, plaintiff did not pay the balance amount till today. The transaction in between plaintiff and defendant is the outright transaction of sale and not of mortgage/security as alleged by plaintiff. On all these grounds, it is contented by defendant that false suit has been filed and hence it be dismissed with compensatory costs of Rs.25,000/-.

5. In view of rival pleadings of parties, following Issues were framed at Exh.15. Findings against each of them are recorded for reasons mentioned thereunder:-

Sr. No.	ISSUES	Findings
1.	Does plaintiff prove that he is lawful owner of the suit property ?	Negative
2.	Does plaintiff prove that the transaction dated 17/07/2012 was entered as security for loan amount of Rs.2,00,000/- taken from defendant ?	Negative
3.	Does plaintiff prove that he is in lawful possession of suit property ?	Negative
4.	Whether plaintiff is entitled for relief of declaration as prayed ?	Negative
5.	Whether the plaintiff is entitled for perpetual injunction ?	Negative

6.	Whether defendant is entitled for the relief of compensatory costs ?	Negative
7.	What order and decree ?	Suit is dismissed

### REASONS

6. In order to prove his claim, plaintiff has examined himself as PW-1 at Exh.24 and has also placed his reliance on 7/12 extract of the suit property (Exh.31). In spite of opportunity, plaintiff failed to examine remaining witnesses and, therefore, the evidence of plaintiff was closed on 08/04/2024. On the contrary, the defendant has examined himself as DW-1 at Exh.37 and closed his evidence vide pursis Exh. 39. He has also relied on documentary evidence such as copy of registered sale-deed Exh.32, etc.

7. The plaintiff has filed application (Exh.57) for setting aside evidence closed order and the order to proceed the evidence of defendant without cross-examination of plaintiff. The said application was allowed on 06/01/2026 on costs of Rs.2500/-. However thereafter plaintiff neither paid the costs nor adduced any evidence.

8. Heard learned counsel for both sides. The learned counsel for plaintiff has vehemently argued that contentions raised by the plaintiff in his plaint be considered as his argument and prayed to decree the suit. On the contrary, the learned counsel for defendant has invited attention of the Court to the cross-examination of plaintiff and the copy of registered sale-deed executed by plaintiff in favour of defendant. He has

vehemently argued that the transaction in question is the transaction of outright sale transaction and not the transaction of security as alleged by plaintiff. On all these grounds, he prayed to dismiss the suit with compensatory costs.

**AS TO ISSUE NO.1 TO 3 :-**

9. It is contention of plaintiff that he has taken the loan amount of Rs.2,00,000/- from defendant for the security of it and has executed the sale-deed of the suit property in favour of defendant. Therefore, it is necessary to see what evidence is brought by the plaintiff to prove the said facts.

10. Plaintiff (PW-1) in his Examination-in-chief has reiterated the contentions which were raised by him in his plaint. Therefore, to avoid repetition, I did not reproduce it here again. In his cross-examination he has admitted that the sale-deed (Exh.32) executed by him in favour of defendant bears his thumb impression. Mohanrao and Hari Kakade were witnesses on the said sale-deed and sale-deed bears their signature. He also admitted that defendant became owner and possessor of the suit property by virtue of sale-deed (Exh.32). He admitted that he has taken amount Rs.3,90,000/- from defendant. He also admitted that amount of Rs.87,000/- was due against him after execution of sale-deed.

11. Baban (DW-1) has also categorically deposed about the facts of his case. His examination-in-chief is nothing but reproduction of contentions raised his additional pleading in written statement. Therefore to avoid repetition, I did not

reproduce here it again. The evidence of this witness has remained unchallenged as there was no cross-examination to him on behalf of plaintiff.

12. Thus, from this oral evidence of both sides and considering the admissions of plaintiff in his cross-examination it is clear that he has sold the suit property by way of registered sale-deed (Exh.32) to defendant. The oral version of defendant is also corroborated by the documentary evidence i.e. registered sale-deed (Exh.32) which also shows that the defendant has purchased the suit property from plaintiff for the consideration of Rs.1,13,000/-. It is also seen that on the date of execution of said sale-deed itself defendant was put in the possession of the suit property.

13. It is the contention of plaintiff that said transaction of (Exh.32) was not outright sale transaction and it is the transaction for security of amount of Rs.2,00,000/- taken by him from defendant. He also contended that there was execution of the agreement to reconvey the suit property to plaintiff by defendant after payment of Rs.2,00,000/-. However though plaintiff has filed the said agreement but did not prove it. Moreover if really there was transaction of security, what was the necessity for the plaintiff to conceal fact of receiving Rs.3,90,000/- from defendant, though in his cross-examination plaintiff has admitted receipt of Rs.3,90,000/-. However, in plaint he is coming with case that he has received only 2,00,000/-. Even he has admitted in his cross-examination that Rs.87,000/- was due against him. Thus, this conduct of plaintiff

also shows that he has suppressed the real transaction from the Court and suppressing material facts.

14. Thus, in view of oral and documentary evidence I hold that the plaintiff failed to prove that he is lawful owner and possessor of the suit property and also that the transaction dated 17/07/2012 was entered by him with defendant for the security of loan amount of Rs.2,00,000/- taken by him from defendant. I have therefore recorded Negative findings of Issue No.1 to 3.

**AS TO ISSUE NO.4 & 5 :-**

15. In view of negative findings of Issue No.1 to 3, finding of Issue No.4 & 5 is also recorded in Negative.

**AS TO ISSUE NO.6 :-**

16. The defendant is contending that the plaintiff has filed false suit and, therefore, compensatory costs of Rs.25,000/- be imposed on plaintiff. It is true that the plaintiff failed to prove the burden casted on him. However, plaintiff has filed one agreement on record, which is not proved by him. Whether that agreement was legal or not or whether the said agreement affects legality of sale-deed (Exh.32) has to be decided on merits. If said agreement was proved by the plaintiff, then fate of the suit might be different. Under these circumstances, it cannot be said that the false suit has been filed by plaintiff. Therefore defendant is not entitled for the relief of compensatory costs of Rs.25,000/-. I have, therefore, recorded

Negative finding of Issue No.6.

**AS TO ISSUE NO.7:-**

16. In view of Negative findings of Issue No.1 to 6, the suit is liable to be dismissed with costs. Hence, following order:-

**ORDER**

1. The suit is hereby dismissed with costs.
2. Decree be drawn up accordingly.

(Dictated and pronounced in open Court.)

Date :12/03/2026.

**(G. V. Gandhe)**  
Civil Judge (Jr.Dn.)  
**Paithan.**

**Certificate**

I affirmed that, the contents of this PDF file judgment are same word to word as per original judgment.

Name of Stenographer : S.M.Sakhare  
Court Name : Shri. G. V. Gandhe  
Civil Judge (Jr.Dn.) Paithan.  
Judgment signed by P.O. : 12/03/2026  
Judgment uploaded on : 12/03/2026