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**IN THE COURT OF CIVIL JUDGE, SENIOR DIVISION,  
GADHINGLAJ**

( Presided over by N. S. Puri )

**Regular Civil Suit No.190/2014.**

**Exh.No.204/A**

1] Shri. Dastgir Gous Mulla, Age - 55  
years, Occu. Agriculture, R/o.  
Basarge Budruk, Tal. Gadhinglaj,  
Dist. Kolhapur. | **... Plaintiff**

**// VERSUS //**

1] Shri. Mahammad Rafiq Gous Mulla,  
Age – 41 years, Occu. Agriculture,  
R/o. Basarge Budruk, Tal.  
Gadhinglaj, Dist. Kolhapur.  
2] Shri. Najir Gous Mulla, Age – 39  
years, Occu. Agriculture, R/o.  
Basarge Budruk, Tal. Gadhinglaj,  
Dist. Kolhapur. | **... Defendants**  
3] Sharifa Babaso Khalifa, Age – 45  
years, Occu. Household, R/o.  
Halkarni, Tal. Gadhinglaj, Dist.  
Kolhapur.

- 4] Nashima Mirasab Gori, Age – 35 years, Occu. Household, R/o. Chikkodi, Dist. Belgaum.
- 5] Kulsum Ramjan Jamadar, Age – 30 years, Occu. Teacher, R/o. Basarge, Tal. Gadhinglaj, Dist. Kolhapur.
- 6] Amina Gous Mulla, Age – 70 years, Occu. Household, R/o. Basarge, Tal. Gadhinglaj, Dist. Kolhapur.
- 7] Babasaheb Gous Mulla, Age – 60 years, Occu. Agriculture, R/o. Basarge, Tal. Gadhinglaj, Dist. Kolhapur.
- 8] Mumtaz Gulab Pathan, Age – 75 years, Occu. Household, R/o. Hanaf, Tal. Bhudargad, Dist. Kolhapur.
- 9] Chandbeebi Gajbar Pathan, Age – 67 years, Occu. Household, R/o. Chandur, Tal. Hatkanangle, Dist. Kolhapur.

... Defendants

**Suit for partition, declaration and perpetual injunction.**

**Adv. V. K. Kanekar, appeared for the plaintiff,**

**Adv. B. B. Ghatge, appeared for the defendant nos.1 to 6,**

**Adv. S. A. Patil, appeared for the defendant nos.7 to 9.**

**JUDGMENT**( Delivered on 08<sup>th</sup> May, 2026 )

The plaintiff, Dastgir Gous Mulla, has filed this suit for partition, declaration and permanent injunction in respect of the suit properties situated at Mouje Basarge Budruk, Taluka Gadhinglaj, District Kolhapur.

2. **Description of suit property :-**

[A] The following landed properties situated at village Basarge Budruk, Tal. Gadhinglaj, Dist. Kolhapur :-

Sr. No.	Gat Number	Total Area H – R.	Assessed at Rs. = Ps.	Remark
1]	42/B	00-41	03-72	Total assessed at Rs.03=72 Ps.
2]	42/A	00-78	07-07	Out of which 27.5 R., assessed at Rs.02=50 Ps., four-boundaries are as per sale-deed.
3]	42/D	01-61	14-60	Out of which 86 R., assessed at Rs.07=80 Ps., four-boundaries are as per sale-deed, total assessed at 15.00.

[B] The house property situated at village Basarge Budruk, Tal. Gadhinglaj, Dist. Kolhapur bearing C.S.No.785,

area 388.2 sq.mtrs..

(Hereinafter referred as "suit properties" for the sake of brevity).

**The plaintiff's case is as under :-**

3. In nutshell, it is the contention of the plaintiff that, deceased Gous Mulla had two wives, namely Daulatbi, who has expired and Amina, who is defendant no.6. The plaintiff and defendant nos.1 to 5 are the children born to Amina from Gous Mulla. Defendant nos.7 to 9 are the children born to deceased Daulatbi from Gous Mulla. According to the plaintiff, all the suit properties were ancestral properties and were in the ownership, possession and cultivation of deceased Gous Mulla. After his death, all his legal heirs, including the plaintiff and defendants, became entitled to their respective shares as per Muslim Personal Law.

4. It is further stated that Gous Mulla died in the year 2011 due to old age. For about 15 years before his death, he was bedridden and had lost his mental capacity. His eyesight had become weak and he was completely illiterate and unable to read or write. The plaintiff says that the family had no financial problem, as the household expenses were being managed from the income of the agricultural lands. The expenses for the care of old Gous Mulla were also jointly borne by the plaintiff and the

defendants.

5. The plaintiff further contends that defendant nos.1 and 2 took undue advantage of the old age, illiteracy and weak mental condition of Gous Mulla. According to him, they prepared and got registered three false sale-deeds by forging his signatures. It is his case that no sale consideration was paid and possession was also not handed over. According to the plaintiff, this was done only to deprive the other legal heirs of their lawful shares in the suit properties.

6. The plaintiff has specifically stated that defendant nos.1 and 2 jointly created registered sale-deed No.2345 dated 21/08/2010 in respect of agricultural lands bearing Gat No.42/A and Gat No.42/D by showing false sale consideration. According to the plaintiff, no such amount was ever paid to Gous Mulla. He further says that no notice of mutation Entry No.3078, which was made on the basis of the said sale-deed, was ever served either on him, the other defendants, or even on Gous Mulla himself. According to the plaintiff, the said sale-deed is false, fabricated, without consideration, and therefore the mutation entry based on it, is illegal and not binding on his share.

7. The plaintiff has also alleged that defendant no.2 separately created registered sale-deed No.2665

dated 18/08/2006 showing purchase of 41 R. land from Gat No.42/D from Gous Mulla for Rs.1,20,000/-. According to the plaintiff, no such transaction had ever taken place. He says that no consideration was paid, possession was never handed over, and no notice of mutation Entry No.2330 was ever served either on him or on Gous Mulla. Therefore, according to the plaintiff, the said document and the mutation entry based on it, are not binding on his share.

8. The plaintiff has further stated that defendant no.1 created registered sale-deed No.393 dated 08/02/2010 showing purchase of 10 R. land from Gat No.42/A and 20 R. land from Gat No.42/D from Gous Mulla for Rs.70,000/-. The plaintiff contends that Gous Mulla never executed any such document in favour of defendant no.1. He further states that Gous Mulla never received the said amount, possession was never delivered, and no notice of mutation entry no.2926 was ever served either on him or on Gous Mulla. According to the plaintiff, this document and the mutation entry based on it are also false, void, and not binding on his share.

9. The plaintiff states that by using these false documents and illegal mutation entries, defendant nos.1 and 2 have wrongly entered their names in the 7/12 extracts of the suit properties, though they have no legal right over them. According to the plaintiff, these documents do not give defendant nos.1

and 2 any right, title, or interest in the suit properties. He further states that the suit properties are in his actual possession and cultivation, and the livelihood of his family depends entirely on the income from these lands.

10. The plaintiff further states that the cause of action arose in the second week of September 2014, when defendant nos.1 and 2, for the first time, openly denied his share in the suit properties by relying on the said false documents and also obstructed his peaceful possession and cultivation. According to him, such obstruction has continued thereafter from time to time. Therefore, he submits that he had no other option except to file the present suit before this Court for appropriate relief.

11. The plaintiff has therefore prayed that all the three sale-deeds and the mutation entries made on their basis be declared as not binding on his share. He has further prayed that his 2/13<sup>th</sup> share in the suit properties be determined and separated through the Collector, Kolhapur. He has also sought permanent injunction against defendant nos.1 and 2, their agents, and anybody claiming through them, from causing obstruction to his possession and from transferring, creating charge, or otherwise dealing with the suit properties.

**The case of defendant nos.7 to 9 is as under :-**

12. Defendant nos.7, 8 and 9 namely Babasaheb Gous Mulla, Mumtaz Gulab Pathan, and Chandbeebi Gajbar Pathan, are the children of deceased Daulatbi from Gous Mulla. They have filed their written statement and have mainly supported the case of the plaintiff.

13. These defendants have admitted that the description of the suit properties mentioned in paragraph no.1 of the plaint is correct. They have also admitted the genealogy of the parties stated in paragraph no.2 of the plaint.

14. Regarding paragraph no.3 of the plaint, they have accepted that the suit properties are ancestral properties and that after the death of Gous Mulla, the plaintiff as well as defendant nos.1 to 5 and defendant nos.7 to 9 are entitled to their respective shares in the same. They have also admitted the statements made in paragraph no.4 of the plaint regarding the alleged false sale-deeds and illegal mutation entries made by defendant nos.1 and 2, and have stated that those facts are generally correct. They have further admitted that the cause of action mentioned in paragraph no.5 of the plaint is proper and correct. The details regarding the suit, valuation, and court fees mentioned in paragraph nos.6, 7 and 8 of the plaint are also admitted by them.

15. However, these defendants have requested that before determining and separating the plaintiff's share in the suit properties, the shares of defendant nos.7, 8 and 9 should first be determined and separated, and thereafter the plaintiff's share should be allotted. They have also prayed for permission to amend their written statement, if required.

**Case of the defendant nos.1 to 6 in nut-shell is as under :-**

16. Defendant nos.1 to 6 have filed their written statement and have denied the case of the plaintiff. It is the contention of the defendants the suit is not properly valued. According to them, the description of the suit properties given in the plaint is vague and incomplete. They submit that the boundaries of the agricultural lands mentioned in Schedule 1-A are not stated, and similarly, the boundaries of the house property mentioned in Schedule 1-B are also not given. According to them, since the properties are not properly described with clear four-boundaries, the suit is not maintainable and is liable to be rejected under Order VII Rule 3 of the Civil Procedure Code.

17. Defendant nos.1 to 6 have also raised an important objection under Muslim Personal Law. According to them, all the parties are Muslims, and under Muslim Personal Law, there is no concept of ancestral property or joint family property. A person remains the absolute owner of his property during his lifetime and

has full right to use, transfer, sell, or dispose of it, as he wishes. The right of inheritance arises only after the death of the owner. Therefore, during the lifetime of Gous Mulla, none of his heirs had any right, title or interest in the suit properties. Since Gous Mulla had transferred the properties during his lifetime according to his own wish, no right of inheritance remained in those properties after his death. Therefore, according to them, the plaintiff has no right to challenge those transfers and the suit itself is not maintainable.

18. The defendant nos.1 to 6 have further stated that during the lifetime of Gous Mulla, he had taken personal debts for the upbringing of his children, marriages of his daughters, and for medical treatment of himself and his wife, as the agricultural income was not sufficient for all these expenses. According to them, being a self-respecting person, he did not want to leave any debt burden on his legal heirs. Therefore, as the owner of the properties, he decided to sell some properties during his lifetime to clear his debts and meet his personal expenses.

19. It is the further contention of the defendant nos.1 to 6 that Gous Mulla voluntarily sold land from Gat No.42/A and Gat No.42/D for a consideration of Rs.3,00,000/-, and the amount was fully paid and accepted by him. According to them, this amount was used by Gous Mulla for repayment of debts and for

his medical and household expenses. They further state that actual possession of the land was given to defendant no.1 at the time of execution of the sale-deed. Mutation Entry No.3078 was accordingly made on the basis of the registered sale-deed and the same is legal and valid. They also contend that if the plaintiff had any right to challenge this sale-deed, such right ended in the year 2013, and therefore the suit is barred by limitation.

20. Regarding registered sale-deed no.2665 dated 18/08/2006 in favour of defendant no.2, they state that Gous Mulla sold 41 guntha land from Gat No.42/D for a valid consideration of Rs.1,20,000/-, which was fully received by him. They further state that possession of the land was openly handed-over to defendant no.2 at the time of execution of the sale-deed in the year 2006, and since then defendant no.2 has been in continuous possession and cultivation of the same. They also point out that Gous Mulla never raised any dispute regarding this transaction during his lifetime from 2006 till his death in 2011. According to them, this sale-deed is valid and lawful and no right of inheritance remained for the plaintiff or other heirs in respect of this property. They further contend that this claim is also barred by limitation.

21. Regarding registered document no.393 dated 08/02/2010 in favour of defendant no.1, defendant nos.1

to 6 have stated that Gous Mulla had earlier mortgaged 30 guntha land from Gat No.42/A and Gat No.42/D to one Babu Santu Ghodke of village Basarge by mortgage-deed no.556 dated 21/12/2005 for Rs.70,000/-. In order to redeem that mortgage, defendant no.1 paid Rs.70,000/- to Gous Mulla. By using that amount, Gous Mulla redeemed the mortgage from Babu Ghodke on 08/02/2010 through deed No.381 and took back possession of the land. On the same day, he executed registered deed No.393 dated 08/02/2010 in favour of defendant no.1 and handed-over possession of the land to him as owner. According to them, the full consideration was paid and possession was delivered, and therefore the said transaction is legal and binding on the plaintiff and other heirs.

22. Defendant nos.1 to 6 have again stated that Gous Mulla was the absolute owner of the suit properties and that during his lifetime, he had full legal right to sell, transfer, or otherwise deal with those properties. According to them, the plaintiff and other legal heirs had no share or interest in those properties during his lifetime. Since Gous Mulla himself completed these transactions during his lifetime, the same are binding on all his heirs. They therefore contend that the suit is barred by limitation and is not maintainable.

23. Defendant nos.1 to 6 state that no such cause of

action as mentioned by the plaintiff ever arose either in the second week of September 2014 or at any other time. According to them, since the suit properties were already transferred to defendant nos.1 and 2 during the lifetime of Gous Mulla and possession was also handed-over to them, there was no question of obstructing the plaintiff's possession because the plaintiff was never in possession of those properties. They say that the cause of action mentioned in the plaint is false and has been created only to bring the suit within limitation.

24. They have also contended that the suit is liable to be dismissed on the ground of improper court fees. According to them, the court fee paid by the plaintiff is not proper and the suit should not proceed unless correct court fee is paid on the proper valuation of the suit properties.

25. Lastly, defendant nos.1 to 6 submit that the plaintiff has filed the present suit with bad intention only to cause financial loss to defendant nos.1 and 2 and to take their legally purchased properties. They have therefore prayed that the suit as well as the application for temporary injunction be dismissed with costs. They have also requested that the plaintiff be directed to pay litigation costs to defendant nos.1 to 6 and that compensatory costs of Rs.50,000/- be awarded against the plaintiff for filing a false and unnecessary suit.

26. After considering rival pleadings from both sides, my Ld. Predecessor has framed issues below Exh.35. Those issues alongwith their findings with reasons thereon are as under :-

Sr. No.	POINTS	FINDINGS
1)	Whether the plaintiff prove that the suit properties are ancestral properties of the plaintiff and the defendants?	... In the negative.
2)	Whether the plaintiff prove that the sale deed registered at Sr.No.2345 dated 21/08/2010 is false, bogus, null and void?	... In the negative.
3)	Whether the plaintiff prove that the sale deed registered at Sr.No.393 dated 08/02/2010 is false, bogus, null and void?	... In the negative.
4)	Whether the plaintiff prove that the sale deed registered at Sr.No.2665 dated 18/08/2006 is false, bogus, null and void?	... In the negative.
5)	Whether the plaintiff is entitled for partition and separate possession of his share in the suit properties ? If yes, what would be his share?	... Partly affirmative. As per final order.

6)	Is the plaintiff entitle for declaration that the sale deeds registered at Sr.No. 2345/2010, 2665/2006, and 393/2010 are not binding upon his share in the suit properties?	... In the negative.
7)	Is the plaintiff entitle for perpetual injunction restraining defendants from obstructing his possession and from alienating or creating third party interest in the suit properties?	... Partly affirmative.
8)	Is the suit barred by limitation?	... In the negative.
9)	Are defendant nos.1 to 6 are entitle for compensatory costs?	... In the negative.
10)	What order and decree ?	... As per final order.

## **REASONS**

27. **Plaintiff's oral evidence :-**

Sr. No.	Witness No.	Name of Witness	Exhibit
1)	1	Dastgir Gous Mulla (plaintiff) ( <i>The affidavit of this witness is not pressed</i> )	56
2)	2	Aashif Dastgir Mulla	80
3)	3	Pandurang Maruti Kumbhar	85

4)	4	Ashish Deepak Desai	86
5)	5	Shainaj Dastgir Mulla	97

28. **Plaintiff's documentary evidence :-**

Sr. No.	Description of document	Exhibit
1)	The property card extract of C.S.No.785 of village Basarge	25
2)	8-A extract of Khate No.724 of village Basarge Budruk, Tal. Gadhinglaj	26
3)	7/12 extract of Gat No.42/A of village Basarge Budruk, Tal. Gadhinglaj	27
4)	7/12 extract of Gat No.42/B of village Basarge Budruk, Tal. Gadhinglaj	28
5)	7/12 extract of Gat No.42/D of village Basarge Budruk, Tal. Gadhinglaj	29
6)	Mutation Entry No.3618 of village Basarge Budruk, Tal. Gadhinglaj	30
7)	Mutation Entry No.3078 of village Basarge Budruk, Tal. Gadhinglaj	31
8)	Mutation Entry No.2927 of village Basarge Budruk, Tal. Gadhinglaj	32
9)	Mortgage Term Deed bearing no.393/2010, dated 08.02.2010	81
10)	Forensic Report	87
11)	Drushti Forensic Report	89

29. Defendant nos.1 to 6's oral evidence :-

Sr. No.	Witness No.	Name of Witness	Exhibit
1)	1	MahammadRafiq Gous Mulla (defendant no.1)	103
2)	2	Basavraj Mallappa Sambhaji	108
3)	3	Sandip Shankarrao Kagwade	127
4)	4	Prasad Dattatraya Daddikar	129
5)	5	Sunil Suresh Swami	147

30. Defendant nos.1 to 6's documentary evidence :-

Sr. No.	Description of document	Exhibit
1)	Sale-deed bearing No.2344/2010, dated 21.08.2010	110
2)	Sale-deed bearing No.2345/2010, dated 21.08.2010	82 / 111
3)	Mortgage Term Deed bearing no.393/2010, dated 08.02.2010	81 / 106
4)	Sale-deed bearing No.2665/2006, dated 18.08.2006	128
5)	Re-conveyance Deed bearing No.389/2010, dated 08.02.2010	130

31. The plaintiff has relied upon following case-laws in support of his case :-

- [i] *Krishna Mohan Kul @ Nani Charan Kul & Anr. V/s. Pratima Maity & Ors. -- Hon'ble Supreme Court of India, Appeal (Civil) No.7133 of 2003, decided on 09.09.2003.*
- [ii] *Suhrid Singh @ Sardool Singh V/s. Randhir Singh & Ors. -- Hon'ble Supreme Court of India, Civil Appeal Nos.2811-2813 of 2010, decided on 29.03.2010.*
- [iii] *Kewal Krishan V/s. Rajesh Kumar & Ors. etc. -- Hon'ble Supreme Court of India, Civil Appeal Nos.6989-6992 of 2011, decided on 22.11.2021.*

32. The defendants have relied upon following case-laws in support of their defence :-

- [i] *Jaspal Singh V/s. State of Punjab – AIR 1979 SC 1708 ;*
- [ii] *Yusufbhai Walibhai Patel & Ors. V/s. Zubedaben Abbasbhai Patel & Ors. -- Hon'ble Gujarat High Court, Civil Revision Application No.48/2023, decided on 10.02.2026 ;*
- [iii] *Raja Ram V/s. Jai Prakash Singh & Ors. -- Hon'ble Supreme Court of India, Civil Appeal No.2896 of 2009, decided on 11.09.2019 ;*
- [iv] *Placido Francisco Pinto (D) by LRs & Anr. V/s. Jose Francisco Pinto & Anr. -- Hon'ble Supreme Court of*

India, Civil Appeal No.1491 of 2007, decided on 30.09.2021 ;

[v] Prem Singh & Ors. V/s. Birbal & Os. -- AIR 2006 SC 3608 ;

[vi] Manik Majumder & Ors. V/s. Dipak Kumar Saha (D) by Lrs. -- AIR 2023 SC 506 ;

**As to issue no.8 :-**

33. For convenience and proper sequence, this Court first takes up Issue No.8 regarding limitation, because it goes to the root of the matter.

34. Defendant nos.1 to 6 have raised an objection that the suit is barred by limitation. Their case is that the sale-deeds were executed and registered during the lifetime of Gous Mulla, mutation entries were also made, and possession was handed-over to defendant nos.1 and 2 at the time of those transactions. According to them, the plaintiff had knowledge of these transactions and therefore, he cannot challenge them after expiry of the limitation period. They have also argued that the cause of action mentioned in the plaint, namely obstruction in September 2014, is false and has been stated only to save limitation.

35. To consider this objection, it is necessary to see the

nature of the reliefs claimed by the plaintiff. The plaintiff has not sought cancellation of the sale-deeds. He has asked for a declaration that those sale-deeds are not binding on his share, alongwith partition of his share and permanent injunction. This distinction is important. A suit for cancellation of a document and a suit for declaration that a document is not binding on one's share are different in nature, and the limitation applicable to both is also different.

36. The present suit is mainly a suit for partition. The declaration regarding the sale-deeds is only connected to and follows from the main relief of partition. Under Article 110 of the Limitation Act 1963, the limitation for a suit for partition is twelve years from the date when the right to sue first arises. In this case, Gous Mulla died in the year 2011. It is only after his death that the plaintiff, being a legal heir, got the right to claim partition of the suit properties. Therefore, the right to sue first arose in 2011. The present suit was filed in the year 2014, which is clearly within twelve years from the date of death of Gous Mulla.

37. However, defendant nos.1 to 6 have specifically argued that since the plaintiff is challenging the registered sale-deeds as false and is seeking a declaration that they are not binding, Article 58 or Article 59 of the Limitation Act, which provides a period of three years from the date of knowledge,

should apply. This argument cannot be ignored. Therefore, this Court has also examined the matter on the assumption that Article 58 or Article 59 applies.

38. From the evidence on record, certain admissions are important. Ashif Dastgir Mulla (PW 2), who was examined as the power of attorney holder of the plaintiff, has admitted in cross-examination that he personally visited the office of the Sub-Registrar at Gadhinglaj in December 2013 and inspected the original sale-deeds bearing Registration Nos.2344/2010 and 2345/2010 dated 21/08/2010. Similarly, Shainaz Dastgir Mulla (PW 5), who is the wife of the plaintiff, has also admitted in her cross-examination that she came to know about these transactions in the last week of 2013.

39. These admissions clearly show that the plaintiff had actual knowledge of the disputed sale-deeds at least by December 2013. The present suit was filed in the year 2014. Therefore, even if Article 58 or Article 59 of the Limitation Act is applied and the three-years period is counted from the date of knowledge in late 2013, the suit filed in 2014 is still well within limitation. Therefore, the objection raised by defendant nos.1 to 6 regarding limitation cannot be accepted.

40. The argument of the defendants that the cause of

action shown in September 2014 is false, is also not enough to dismiss the suit on the ground of limitation. Even if the specific cause of action mentioned in the plaint is not accepted, the suit for partition still remains within limitation because the plaintiff's right to seek partition arose after the death of Gous Mulla in the year 2011. Similarly, the relief of declaration regarding the sale-deeds also remains within limitation from the date of knowledge, which is proved to be in late 2013. Merely because an incorrect cause of action is stated in the plaint, the suit does not become barred by limitation if it is otherwise filed within the prescribed period on the basis of the correct legal cause of action.

41. In view of the above discussion, this Court is of the clear opinion that the present suit is not barred by limitation, whether Article 110, Article 58, or Article 59 of the Limitation Act is applied. Accordingly, Issue No.8 is answered in the negative, in favour of the plaintiff and against defendant nos.1 to 6.

**As to Issue Nos.1 to 7, 9 and 10 :-**

42. Since all the remaining issues are closely connected with each other, and the finding on one issue directly affects the others, this Court finds it proper to consider and decide all the remaining issues together, so as to avoid repetition.

43. The main dispute in this suit is based on three

questions. First, whether the plaintiff, being a legal heir of deceased Gous Mulla, is entitled to a share in the properties left by Gous Mulla after his death under Muslim Personal Law. Second, whether the three sale-deeds executed in favour of defendant nos.1 and 2 during the lifetime of Gous Mulla are genuine and valid transactions or whether they are false and fabricated documents. Third, what relief should follow depending upon the findings on these two questions.

44. At the beginning, it is necessary to state that the concept of ancestral property as understood under Hindu law does not apply to the parties in the present case, because all the parties are Muslims. This legal position is well settled. Under Muslim Personal Law, there is no concept of joint family property or coparcenary like in Hindu law. A Muslim person is the absolute owner of the property held by him, and during his lifetime, his legal heirs do not get any existing right in that property. The right of inheritance arises only after the death of the owner.

45. Therefore, the suit properties cannot be treated as ancestral properties in the strict legal sense under Muslim Personal Law. Accordingly, Issue No.1 is answered in the negative.

46. However, this by itself does not defeat the plaintiff's case. The real substance of the plaintiff's claim is that the

properties belonged to deceased Gous Mulla, that he died in the year 2011, and after his death, the plaintiff, being one of his legal heirs, became entitled to his lawful share in whatever properties remained in the name of Gous Mulla at the time of his death according to the rules of Muslim inheritance.

47. Thus, even-though the properties are not ancestral in law, the plaintiff can still claim his share by succession after the death of Gous Mulla. This is a valid legal claim. Therefore, the real question for decision is whether any properties remained in the name of Gous Mulla at the time of his death. That depends entirely on whether the three disputed sale-deeds are genuine and valid or whether they are false and fabricated documents.

48. The first is sale-deed bearing Registration No.2665 dated 18/08/2006, which is said to have been executed by Gous Mulla in favour of defendant no.2 Nazir Gous Mulla for sale of 41 guntha land from Gat No.42/D for a consideration of Rs.1,20,000/-. The second is sale-deed bearing Registration No. 393 dated 08/02/2010, which is said to have been executed by Gous Mulla in favour of defendant no.1 Mohammad Rafiq Gous Mulla for sale of 10 R. land from Gat No.42/A and 20 R. land from Gat No.42/D for a consideration of Rs. 70,000/-. The third is sale-deed bearing Registration No. 2345 dated 21/08/2010, which is said to have been executed by Gous Mulla in favour of

defendant nos.1 and 2 jointly for sale of land from Gat No.42/A and Gat No.42/D for a consideration of Rs.3,00,000/-.

49. It is also important to note that on the same date, namely 21/08/2010, another sale-deed bearing Registration No.2344 was also executed. The defendants had tried to include sale-deed No.2344 in the present suit by filing amendment application Exh.191, but that application was rejected on the ground of limitation. Therefore, in the present case, this Court is concerned only with sale-deed No.2345 dated 21/08/2010. The sale-deed No.2344 is referred to only for a limited purpose, as Ashif Dastgir Mulla (PW 2) admitted that he had seen both sale-deeds in the office of the Sub-Registrar in December 2013. Thus, no finding is being given in this Judgment regarding sale-deed No.2344.

50. The case of the plaintiff is that, all the three sale-deeds are false, fabricated, and forged. According to him, Gous Mulla had suffered a head injury after falling from a tree and, because of that, he remained bedridden for about 15 months before his death. The plaintiff says that during that period, Gous Mulla had lost his mental capacity and was not in a proper condition to understand or execute any document. According to the plaintiff, defendant nos.1 and 2 took advantage of this condition and created these sale-deeds by forging his signatures,

without paying any sale consideration and without taking actual possession of the properties.

51. On the other hand, defendant nos.1 to 6 contend that all the three sale-deeds are genuine registered documents, which were voluntarily executed by Gous Mulla as the absolute owner of the properties. According to them, proper consideration was paid in each transaction, possession was also handed-over, and Gous Mulla sold the properties to clear his personal debts taken for the education and marriages of his children and for the medical expenses of himself and his wife.

52. The plaintiff examined four witnesses. Ashif Dastgir Mulla (PW 2) is the son of the plaintiff and he appeared as the power of attorney holder of the plaintiff. Pandurang Maruti Kumbhar (PW 3) is the Gram Vikas Adhikari of Basarge Grampanchayat. Ashish Desai (PW 4) is the handwriting expert from Drushti Forensic Consultancy, Kolhapur. Shainaz Dastgir Mulla (PW 5) is the wife of the plaintiff.

53. The defendants examined one witness, namely Sunil Suresh Swami (DW 3), who claimed to be a witness to sale-deed bearing Registration No.393 dated 08/02/2010.

54. The fact that the plaintiff himself did not enter the

witness-box is an important circumstance and cannot be ignored. The plaintiff was the best person to speak directly about the condition of his father Gous Mulla at the time of the sale-deeds, the alleged forgery, denial of his share, and the alleged obstruction of possession. Though he had filed his affidavit, he did not press it and did not make himself available for cross-examination without giving sufficient reason.

55. Therefore, this Court is justified in drawing an adverse inference against the plaintiff under Section 114 illustration (g) of the Indian Evidence Act, which allows the Court to presume that if a person withholds important evidence, such evidence would have gone against him. Because of the plaintiff's non-examination, his case regarding forgery becomes weaker, and the evidence of Ashif (PW 2), Shainaz (PW 5) and other closely related witnesses requires careful scrutiny.

56. Coming to the evidence of Ashif (PW 2), he stated in his examination-in-chief that Gous Mulla had suffered a head injury after falling from a tree, that he remained bedridden for about 15 months, that he had lost his mental capacity, and that defendant nos.1 and 2 created the sale-deeds by forging his signatures.

57. However, during cross-examination, several important

admissions were made by Ashif (PW 2) which present a different picture. He admitted that Gous Mulla was educated up to seventh standard. He also admitted that Gous Mulla had worked as a Kotwal in Basarge Grampanchayat for about 40 to 50 years. He further admitted that Gous Mulla was a respected person in the village and that people used to come to him for advice.

58. Ashif (PW 2) also admitted that Gous Mulla had taken debts for the education and marriages of his children. He further admitted that Gous Mulla used to sell lands from time to time for repayment of debts. He specifically admitted that Gous Mulla had sold lands to Maruti Gavhane, Shivaji Balgonda Chavan, Bapuso Appaso Nimbalkar and Basling Jodagudri.

59. Ashif (PW 2) also admitted that the names of defendant nos.1 and 2 have been appearing in the 7/12 extracts since the year 2010 and that they have been cultivating the properties left by deceased Gous Mulla since 2010. He admitted that in December 2013, he personally visited the office of the Sub-Registrar and saw the original sale-deeds bearing Registration Nos.2344/2010 and 2345/2010. He also admitted that defendant no.1 is cultivating the land covered under the sale-deed executed in his favour.

60. Ashif (PW 2) further admitted that some land from

Gat Nos.42/A and 42/D had been given as possessory mortgage to one Babu Santu Ghodke and that defendant no.1 had paid money for redeeming that mortgage. Most importantly, he admitted that the computerised photographs taken at the time of registration of sale-deed No.2345/2010 show Gous Babaso Mulla as the executant personally present before the Sub-Registrar.

61. These admissions are very important and seriously weaken the plaintiff's case. They clearly show that Gous Mulla was an educated, active, and respected person who had been handling his own affairs for many years. They also show that he had a regular practice of selling lands to clear debts, which supports the case of the defendants that these disputed sale-deeds were also executed for the same reason.

62. The admission regarding the computerised photographs taken at the time of registration is especially important. It is normal procedure in the office of the Sub-Registrar that at the time of registration of a document, the photograph of the executant is taken and recorded in the computer system. If the photograph of Gous Mulla was taken at the time of registration of sale-deed No.2345/2010, it clearly shows that he was personally present before the Sub-Registrar at that time.

63. A Sub-Registrar registers a document only after

confirming that the person executing the document is personally present, properly identified, and admits execution of the document. Under Section 114 of the Indian Evidence Act, there is also a presumption that official acts are regularly performed. Therefore, the plaintiff's claim that Gous Mulla was bedridden and mentally incapable at the time of execution of sale-deed No.2345/2010 becomes very doubtful and is not acceptable.

64. The evidence of Shainaz Dastgir Mulla (PW 5), who is the wife of the plaintiff, does not materially support the plaintiff's case. In her cross-examination, she admitted that she could not identify the suit properties by description. She also admitted that Gous Mulla had sold some properties during his lifetime and that he never raised any dispute regarding those transactions.

65. More importantly, Shainaz (PW 5) admitted that the plaintiff himself had purchased one guntha of land from Gous Mulla from Gat No.787/A. This clearly shows that the plaintiff himself accepted that Gous Mulla had full authority and capacity to sell his properties during his lifetime. She also admitted that even after making enquiries, she could not find out who had written the disputed sale-deeds. Therefore, her evidence does not help the plaintiff. On the contrary, it supports the case of the defendants that Gous Mulla was fully capable of dealing with his properties during his lifetime.

66. Pandurang Maruti Kumbhar (PW 3), who is the Gram Vikas Adhikari, was examined to prove the Grampanchayat register containing the signatures of Gous Mulla as Kotwal. The plaintiff wanted to use those signatures as admitted specimen signatures for comparison with the signatures on the disputed sale-deeds.

67. However, in cross-examination, Pandurang (PW 3) admitted that he had joined recently and was only holding additional charge of Basarge. He clearly stated that he could not say whose signature was appearing in column No.10 of the Birth & Death Register. He also admitted that the Revenue Department and the Zilla Parishad Department are separate departments, and that the post of Kotwal belongs to the Revenue Department, whereas the Grampanchayat works under the Zilla Parishad.

68. Since Pandurang (PW 3) could not clearly identify those signatures in the Grampanchayat register as the signatures of Gous Mulla, the very basis of the plaintiff's attempt to use those signatures as specimen signatures fails. Therefore, it is not proved that the signatures in the Grampanchayat register are the admitted signatures of Gous Mulla. Once that foundation itself fails, comparison of those signatures with the signatures on the disputed sale-deeds becomes meaningless.

69. Coming to the evidence of the defendants, Sunil Suresh Swami (DW 3) stated that he was personally present at the time of execution of sale-deed No.393 dated 08/02/2010. According to him, both Gous Mulla and Mohammad Rafiq were present at that time. He stated that the document was prepared by Stamp-Writer Dattatraya Daddikar and it was read over to them. He further stated that both Gous Mulla and Mohammad Rafiq accepted the contents and signed the document, and thereafter he signed as a witness along with Pandurang Manikeri.

70. Sunil Swami (DW 3) also stated that sale consideration of Rs.70,000/- was actually paid by Mohammad Rafiq to Gous Mulla in his presence. In cross-examination, he admitted that he did not remember the exact time of execution, but he remained firm that Gous Mulla was present and that the transaction was genuine.

71. The evidence of Sunil Swami (DW 3) could not be seriously shaken in cross-examination. This Court finds his evidence to be consistent, reliable, and trustworthy.

72. The plaintiff has placed strong reliance on the report of the Handwriting Expert at Exh.87, prepared by Ashish Desai (PW 4) of Drushti Forensic Consultancy, Kolhapur. According

to this report, the signatures on the disputed sale-deeds are said to be freehand forged signatures and not written by the same person who wrote the specimen signatures.

73. However, before accepting this report, it is necessary to examine it carefully because under Section 45 of the Indian Evidence Act, expert opinion is only an advisory opinion and not direct proof by itself. The Court is not bound to accept expert opinion blindly and must first satisfy itself about its reliability and correctness before acting upon it.

74. First and most importantly, Ashish Desai (PW 4) admitted that no admitted signature of Gous Mulla was given to him for comparison. This is a very serious defect. A Handwriting Expert can give a reliable opinion only when the disputed signatures are compared with admitted and undisputed signatures of the same person. If the specimen signatures themselves are not proved to be genuine signatures of that person, the entire comparison loses its value. In the present case, since no admitted signature of Gous Mulla was given to Ashish Desai (PW 4), his opinion that the disputed signatures are forged has no proper scientific basis.

75. Secondly, Ashish Desai (PW 4) admitted that the signatures and specimen signatures examined by him were not

original documents but only certified copies. He also admitted that the important features used in handwriting examination, such as line quality, spacing, size consistency, pen lifts, connecting strokes, pen pressure, slant, baseline habits, and other writing characteristics, cannot be properly examined from photocopies or certified copies because the original writing and its copy are not the same in quality. This admission directly affects the reliability of his report.

76. Thirdly, Ashish Desai (PW 4) admitted that these twelve important handwriting characteristics were not separately applied and clearly mentioned in his report while examining the disputed signatures. He also admitted that natural changes in a person's signature due to age, health condition, emotional state, and frequent signing were not considered by him. These are serious omissions which make the report weak and unreliable.

77. Fourthly, the report was prepared privately at the request of the plaintiff and his son and not under any order of the Court. It is well-settled that such private forensic reports must be examined very carefully and cannot be accepted easily unless there is strong independent support for them.

78. Fifthly, and most importantly, Ashish Desai (PW 4) himself admitted in cross-examination that his own organisation

had also prepared a thumb-impression report dated 05/08/2022, which is at Exh.89. He admitted that the report bears his signature, that its contents are correct, and that it was prepared by his organisation. That report clearly states that the questioned thumb-impression and the specimen thumb-impression on the disputed documents belong to the same person, namely Gous Mulla.

79. Since Ashish Desai (PW 4) himself has admitted and confirmed Exh.89 in the witness-box, that report is properly proved and can be relied upon. This creates a serious contradiction in the plaintiff's own case. On one side, Exh.87 says that the signatures are forged, but on the other side, Exh.89 from the same organisation says that the thumb-impression on the same documents belongs to Gous Mulla.

80. If the thumb-impression on the disputed documents is really of Gous Mulla, it becomes very difficult to accept at the same time that someone else forged his signatures on those very same documents. The plaintiff cannot take two inconsistent stands together.

81. Considering all these serious defects, this Court finds that the forensic report at Exh.87 is not reliable and cannot be safely acted upon. It does not prove that the signatures on the

disputed sale-deeds were forged.

82. The plaintiff has relied on the Judgment of the Hon'ble Supreme Court in *Krishna Mohan Kul (cited supra)*, where it was held that if the relationship between the donor and donee is such that it creates a presumption of undue influence, the Court can set-aside the Gift, unless the donee proves that the transaction was made by the free will of the donor.

83. There is no dispute about this legal principle. However, that Judgment does not apply to the present case because the facts are different.

84. Firstly, that case was related to a gift deed, which is a transaction without consideration. The principle there was based on the fact that when property is transferred without consideration between persons in a position of trust or dominance, the Court may presume undue influence. In the present case, however, the disputed documents are registered sale-deeds for valuable consideration and not Gift-deeds. Therefore, the principle applicable to a Gift transaction cannot be directly applied to a sale transaction.

85. Secondly, the principle of undue influence applies when the person executing the document is mentally and

physically capable of signing it, but is forced, pressured, or influenced by another person. In the present case, the plaintiff's own case is not based on undue influence but on complete forgery. His case is that Gous Mulla was bedridden, mentally weak, and that his signatures were created without his knowledge or consent.

86. A case of forgery and a case of undue influence cannot stand together. If the signatures are forged, then the question of undue influence does not arise at all. On the other hand, if there was undue influence, it means that Gous Mulla himself signed the document but under pressure. Both these pleas are opposite to each other. Therefore, the plaintiff cannot take both stands at the same time. For these reasons, the reliance placed by the plaintiff on the said Judgment is rejected.

87. Coming to the documentary evidence, the 7/12 extracts at Exh.27, 28 and 29 and the mutation entries at Exh.31 and 32 show that the names of defendant nos.1 and 2 were entered in the revenue record on the basis of the disputed sale-deeds. These are public documents and carry a legal presumption of correctness.

88. Ashif Dastgir Mulla (PW 2) has also admitted that the names of defendant nos.1 and 2 have been appearing in the 7/12

extracts since 2010 and that they have been in actual possession and cultivation of the properties left by deceased Gous Mulla since the year 2010.

89. The plaintiff has not produced any document to show that he ever successfully challenged these mutation entries before the revenue authorities. He has also not produced any evidence to show that he himself was in actual possession or cultivation of the properties covered by the disputed sale-deeds at any time.

90. Therefore, from the evidence on record, it is clearly proved that defendant nos.1 and 2 have been in actual possession and cultivation of the properties covered by the disputed sale-deeds since 2010. The plaintiff's claim that he is in possession of those properties is not supported by evidence and therefore cannot be accepted.

91. The sale-deed at Exh.111 bearing Registration No.2345 dated 21/08/2010 is a registered document. As admitted by Ashif Dastgir Mulla (PW 2), the computerised photograph taken at the time of registration shows that Gous Mulla personally present before the Sub-Registrar as the executant.

92. The plaintiff's story that Gous Mulla was bedridden for 15 months after suffering a head injury due to falling from a

tree, is not supported by any independent evidence. No medical papers, hospital record, doctor's certificate, or independent village witness has been produced to support this claim.

93. The burden of proving that the sale-deeds are false and forged lies heavily on the plaintiff. In the present case, the plaintiff has completely failed to prove that burden.

94. It is also an important circumstance that Gous Mulla himself never raised any complaint or dispute about these sale-deeds during his lifetime from the date of their execution until his death in 2011. If the sale-deeds were really false and forged, it would be natural to expect that Gous Mulla would immediately object to them. His complete silence during the remaining part of his life is a strong circumstance against the plaintiff's case. Shainaz Dastgir Mulla (PW 5) has also admitted that Gous Mulla never raised any dispute regarding the transactions made by him during his lifetime.

95. The objection raised by defendant nos.1 to 6 under Order VII Rule 3 of the Civil Procedure Code regarding insufficient description of the suit properties also needs consideration. This Court has examined that objection and finds that the plaint contains sufficient details of the suit properties, including survey numbers, area and boundaries with reference to the sale-deeds.

This objection does not affect the jurisdiction of the Court and does not make the plaint liable to rejection. Therefore, the objection is rejected.

96. The position regarding Gat No.42/B and the house property bearing City Survey No.785 needs separate consideration. It is admitted by Ashif Dastgir Mulla (PW 2) that Gat No.42/B is not included in any of the three disputed sale-deeds. Namuna 6 at Exh.30 shows that this property continued in the name of Gous Mulla. No sale-deed or transfer document regarding Gat No.42/B has been produced by any party. Therefore, this property clearly remained part of the estate of deceased Gous Mulla at the time of his death in 2011 and after his death, it devolved upon all his legal heirs by succession under Muslim Personal Law.

97. Regarding the house property bearing City Survey No.785, the position is slightly different and requires careful examination of the entries in the *Akhiv Patrika* produced at Exh.25.

98. It is well-settled that mutation entries in revenue records or property cards do not by themselves create or take away title. They mainly show possession or transfer for revenue purposes. Still, such entries are relevant for understanding what

transactions took place during the lifetime of Gous Mulla in relation to this property.

99. On careful reading of the *Akhiv Patrika* at Exh.25, certain transactions are clearly seen. On 15/05/2009, Gous Mulla transferred 100 square meters from this property to Kulsum Gous Mulla, who is defendant no.5, and her name was entered in the property record.

100. Thereafter, on 28/08/2009, the area 100 square meters was entered in the name of the plaintiff himself, namely Dastgir Gous Mulla, which shows that Gous Mulla had transferred that portion to the plaintiff during his lifetime. Further, on 30/09/2009, Gous Mulla transferred 78.99 square meters to Babasaheb Gous Mulla, who is defendant no.7, and his name was also entered in the *Akhiv Patrika*.

101. This evidence changes the position regarding City Survey No.785 in an important way. The total area of this property is 388.2 square meters. Out of this, 100 square meters prima-facie stands in the name of Kulsum, who is defendant no.5. Another 100 square meters prima-facie stands in the name of the plaintiff himself, Dastgir. Further, 78.99 square meters prima-facie stands in the name of Babasaheb, who is defendant no.7.

102. Thus, out of the total area, these portions were already separately transferred during the lifetime of Gous Mulla. The remaining area of about 109.21 square meters, if it continued in the name of Gous Mulla in the *Akhiv Patrika*, alone would form part of his estate and would be available for inheritance by all legal heirs after his death.

103. At this stage, one important circumstance must be noted. The defendants have produced one document on record claiming that the plaintiff had given up his share in City Survey No.785, because Gous Mulla had already transferred a portion of this property in the plaintiff's name during his lifetime.

104. However, this document has not been proved according to law. It was not exhibited and no witness was examined to prove its contents. Therefore, this Court cannot read that document in evidence or rely upon it. Its existence can only be noticed as a surrounding circumstance, but no adverse finding against the plaintiff can be based on an unproved document.

105. Coming back to the *Akhiv Patrika* at Exh.25, the fact that Gous Mulla had transferred 100 square meters specifically in the name of the plaintiff during his lifetime is an important circumstance. When Gous Mulla separately gave portions of City Survey No.785 to the plaintiff, to defendant no.5 Kulsum, and to

defendant no.7 Babasaheb during his lifetime, it gives a reasonable indication that he intended to settle the shares of these heirs in the house property during his lifetime itself.

106. However, since the document showing alleged relinquishment by the plaintiff has not been legally proved, this Court cannot give a final finding that the plaintiff had completely given up his right in the remaining portion.

107. What can be clearly held from the *Akhiv Patrika* entries at Exh.25 is this : the property bearing City Survey No.785 admeasuring 388.2 square meters has already been partly divided during the lifetime of Gous Mulla through separate transfers. Portions stand prima-facie in the names of the plaintiff, defendant no.5 Kulsum, and defendant no.7 Babasaheb. Only the remaining portion, if still standing in the name of Gous Mulla, would form part of his estate and would devolve upon all his legal heirs after his death.

108. Since the *Akhiv Patrika* is an exhibited public document, its entries must be given proper evidentiary value as prima-facie proof of the position of the property. Therefore, granting a preliminary decree for partition of the entire City Survey No.785 in favour of the plaintiff would not be correct.

109. The proper course is to hold that the plaintiff's share in City Survey No.785 shall be calculated only in respect of the remaining portion, if any, which continued in the name of Gous Mulla at the time of his death in 2011, after excluding the portions already transferred to the plaintiff, defendant no.5 and defendant no.7 during his lifetime as shown in the Akhiv Patrika at Exh.25.

110. Now coming to the determination of shares under Muslim Personal Law. Gous Mulla died in the year 2011 leaving behind his wife Amina, who is defendant no.6 and is still alive. He had in total nine children — four sons and five daughters. The four sons are Dastgir, the plaintiff; Mohammad Rafiq, defendant no.1; Nazir, defendant no.2; and Babasaheb, defendant no.7. The five daughters are Sharifa, defendant no.3; Nashima, defendant no.4; Kulsum, defendant no.5; Mumtaz, defendant no.8; and Chandbeebi, defendant no.9. His first wife Daulatbi had died earlier and therefore she has no share. Thus, all the nine children and wife Amina are the legal heirs.

111. Under Hanafi Muslim Personal Law, when a deceased person leaves behind children, the wife gets one-eighth share in the property. The remaining seven-eighth share is divided among the children, with each son getting double the share of each daughter.

112. Applying this rule, the total units among the children are calculated in this way : four sons at two units each make eight units, and five daughters at one unit each make five units. Thus, the total becomes thirteen units. Each son therefore gets  $2/13^{\text{th}}$  share out of the remaining  $7/8^{\text{th}}$  share. This comes to  $14/104$ , which is equal to  $7/52$ . Each daughter gets  $1/13^{\text{th}}$  share out of the remaining  $7/8^{\text{th}}$  share, which comes to  $7/104$ . Wife Amina gets  $1/8^{\text{th}}$  share, which is equal to  $13/104$ . Thus, the total comes to  $104/104$ , which shows that the calculation is correct.

113. The plaintiff has claimed  $2/13^{\text{th}}$  share in the plaint. If converted into a common denominator,  $2/13$  becomes  $8/52$ . However, the correct share of the plaintiff under Muslim Personal Law is  $7/52$  and not  $8/52$ , because while claiming his share, the plaintiff did not consider the one-eighth share of wife Amina.

114. Since the Court must apply Muslim Personal Law correctly, it cannot grant a larger share than what is legally due. Therefore, the plaintiff's correct share is determined as  $7/52$  in the properties which remained in the name of deceased Gous Mulla at the time of his death.

115. In view of the above reasoning, Issue Nos.1, 2, 3, 4, 6 and 9 are answered in the negative. Issues nos.5 and 7 are answered partly in affirmative, to the extent indicated above. And

in answer to issue no.1 to 10, I proceed to pass the following order :-

## **ORDER**

- 1] The suit is partly decreed.
- 2] A preliminary decree for partition is hereby passed declaring the shares of the parties as under :-

[i] The plaintiff Dastgir, defendant no.1 Mohammad Rafiq, defendant no.2 Nazir, defendant no.7 Babasaheb having  $7/52^{\text{nd}}$  share each, that is  $14/104^{\text{th}}$  each.

[ii] The defendant no.6 wife Amina —  $1/8^{\text{th}}$  share, that is  $13/104$ .

[iii] Each daughter namely Sharifa (defendant no.3), Nashima (defendant no.4), Kulsum (defendant no.5), Mumtaz (defendant no.8), and Chandbeebe (defendant no.9) —  $7/104^{\text{th}}$  share each.

- 3] A precept shall be sent to the concerned Collector, Kolhapur to effect partition and to give the possession of the agricultural lands mentioned in this operative order clause no.5(a) by metes and bounds in accordance with the shares determined herein-above and to submit a report to this court for passing the final decree.
- 4] The Court Commissioner be appointed for effecting

the partition of the house properties mentioned in this operative order clause no.5(b).

- 5] Till completion of partition proceedings, the defendants, their agents, servants, and persons claiming through them are restrained by way of limited injunction from selling, transferring, mortgaging, encumbering, or creating any third-party interest in:

(a) Gat No.42/B admeasuring 00-41 H.R., situated at Mouje Basarge Budruk, Taluka Gadhinglaj, District Kolhapur, and

(b) The remaining portion of house property bearing City Survey No.785 situated at Basarge Budruk, Taluka Gadhinglaj, District Kolhapur, which continued to stand in the name of deceased Gous Mulla, subject to the plaintiff's share of 7/52<sup>nd</sup> and subject to the result of final decree proceedings, until the final decree is passed and executed.

- 6] Both parties shall bear their own costs.
- 7] The rest of the reliefs are hereby rejected.

*(Decree be drawn up accordingly.)*

Place : Gadhinglaj.  
Date : 08.05.2026.

( N. S. Puri )  
Civil Judge Senior Division,  
Gadhinglaj.