

MHNG09002567-2022



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**IN THE COURT OF CIVIL JUDGE SENIOR DIVISION, SAONER, DIST.
NAGPUR.**

(PRESIDED OVER BY SHRI. S. A. SARDAR)

SPECIAL CIVIL SUIT No.33/2022 (New)

Exh. No.170

SPECIAL CIVIL SUIT No.912/2015 (Old)

Shri. Kashiram S/o Ramlal Parteki,

Age – 55 Years, Occu. - Agriculturist,

R/o Ward No.03, Khaparkheda,

Tahsil - Saoner, District - Nagpur.

PLAINTIFF

::: VERSUS :::

1. Shri. Hansraj S/o Amarsing Salam,

Aged about 45 years, Occu.- Business,

R/o Sillewada, Tahsil - Saoner,

District - Nagpur.

2. Smt. Rekha W/o Punjaram Maraskolhe,

Aged about 35 years, Occu.- Housewife,

R/o Khapri, Post – Koradi, Tahsil –

Kamptee, District – Nagpur.

3. The Collector,

Collectorate, Civil Lines, Nagpur.

DEFENDANTS

SUIT FOR DECLARATION, SPECIFIC PERFORMANCE OF CONTRACT, CONFIRMATION OF POSSESSION, PERMANENT INJUNCTION OR IN ALTERNATIVE FOR REFUND OF EARNEST AMOUNT AND DAMAGES

: APPEARANCES :

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Advocate for plaintiff : Shri. S. M. Pande,

Advocate for Defendants : Shri. M. C. Khangare

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J U D G M E N T

(Delivered on 10.03.2026)

This is the suit filed by the plaintiff for specific performance of contract dated 19.07.2010, confirmation of possession, permanent injunction or in alternative for refund of earnest amount and damages.

The brief fact of the case of the plaintiff is as under :-

02] That, the plaintiff and defendants are agriculturist by occupation. As per the title deed, defendant nos. 1 and 2 and Amarsing Salam are owners and possessors of the land situated at village Mouza - Chankapur, bearing P. H. No. 53, Gat No. 165, admeasuring 1.90 H.R. and Gat No.184, admeasuring 0.66 H.R. under occupancy Class-I, Tahsil - Saoner, District – Nagpur.

03] That, the plaintiff was in need of agricultural land and defendant nos. 1 and 2 and Amarsing Ramaji Salam were interested

to sell the suit property. After negotiation, defendant nos.1 and 2 and Amarsingh Ramaji Salam agreed to sell the land situated at village Mouza - Chankapur, bearing P.H.No.53, Gat No.165, admeasuring 1.90 H.R. out of 0.81 H.R. and Gat No. 184, admeasuring 0.66 H.R. under occupancy Class-I, Tahsil - Saoner, District – Nagpur (Here-in-after referred to as ‘the suit properties’) for valuable consideration of Rs.3,00,000/- and Rs.3,60,000/- respectively. Thereafter, defendant nos. 1 and 2 and Amarsingh Ramaji Salam executed two agreement to sale of the suit properties in favour of the plaintiff on 19.07.2010 by accepting an earnest amount of Rs.2,50,000/- in each agreement. That, both these agreement to sale were duly notarized before the Public Notary on 21.07.2010. That, the said agreement of sale was duly signed by the plaintiff and the defendant no. 01 whereas, the defendant no. 02 and Amarsingh Ramaji Salam had put up their thumb impressions on the said agreement of sale in presence of attesting witness.

04] That, since the parties are belonging to a caste ‘Gond’ which is Scheduled Tribes and therefore, the registration of sale deed is subject to the permission from the competent authority. That, defendant nos. 1 and 2 and Amarsingh Ramaji Salam undertake to perform all legal formalities including to obtain necessary permission from the competent authority, they also assured that they will repay the loan amount obtained by them from Shri Saibaba Bahuuddeshiya Nagrik Sahakari Pratyay Sanstha Mar. and Nagpur District Supervision Co-operative Society Limited, Nagpur. In consonance to the agreement to sale, defendant nos. 01 and 02 and Amarsingh Ramaji Salam on 18.08.2010 have applied before Collector, Nagpur

for grant of permission to sell the suit property in favour of the present plaintiff. The Learned Deputy Collector after due inquiry ordered on dated 20.06.2015 fixed the consideration amount at Rs. 16,42,725/-. He further ordered to defendant nos.1 and 2 to clear the entire loan incurred by them on the suit property. On the request of defendant nos.1 and 2, the plaintiff has paid the entire loan amount of Rs.4,40,332/- to the Shri Saibaba Bahuuddeshiya Nagrik Sahakari Pratyay Sanstha Maryadit and Rs. 41,300/- to the Nagpur District Supervision Co-operative Society Limited, Nagpur. Further, the Learned Additional Collector ordered to deposit the balance consideration amount on the name of defendant nos. 1 and 2 in a nationalized bank and granted permission to sell the suit property to defendant nos.1 and 2 in favour of the plaintiff.

05] That, according to the order of the Additional Collector, Nagpur, Tahsildar Saoner directed to present the plaintiff to deposit the entire remaining balance consideration amount in the nationalized bank on the account of present defendant nos.1 and 2. The plaintiff was ready to deposit the remaining consideration amount with the account of defendant nos. 1 and 2. But, defendants failed to produce their pass book inspite of the direction of the Tahsildar, Saoner. Therefore, the plaintiff has deposited remaining consideration amount of Rs. 7,00,000/- in the nationalized bank on his own name. The plaintiff requested to defendant nos.1 and 2 to execute a registered sale deed in respect of the suit properties, but, defendants avoided for the same and did not even bothered to talk with the present plaintiff. That, defendant nos. 1 and 2 instead of performing their part of contract, they tried to disturb the peaceful

possession of the plaintiff over the suit properties. The present plaintiff even learned from the reliable sources, that defendant nos.1 and 2 are going to sell the suit properties to third person. Therefore, he has issued notice dated 23.11.2015 and called upon defendants to remain present on 04.12.2015 along with the bank passbook, identity card and photo for execution of registered sale deed. The said notices are duly served upon defendants, but they failed to appear before the Sub-Registrar, Saoner. That, on 04.12.2015 from 11.00 a.m. to 5.00 p.m. the plaintiff was present. The plaintiff is/was always ready and willing to purchase the suit property for agreed consideration. He is holding the entire remaining balance consideration as directed by the Learned Deputy Collector, Nagpur. Instead of execution of the sale deed, defendant nos.1 and 2 have filed the case bearing No. D-16/B-12/Adi./Kavi/360/2015 before the defendant no.3 and whereby requested for call back the permission to sell the suit properties by the order passed on dated 20.06.2015. However, that case is dismissed by the Collector. That, from conduct of defendant nos.1 and 2 it transpired that, they are not interested to execute the sale deed in favour of the plaintiff. Therefore, the plaintiff has filed this suit for grant of specific performance, decree of confirmation of possession, for grant of temporary injunction against defendant nos. 1 and 2 from alienating the suit properties for damages and in alternative for the refund of Rs.9,81,632/- along with an interest @ Rs.24% per annum from the filing of this suit till it's realization.

06] Defendants are served with suit summons, defendant nos.1 and 2 appeared and they have filed their written-statement at Exh.23. They have admitted that they are owners and possessors of

the suit properties as per the title deed. It is the contentions of these defendants that they are belongs to the Scheduled Tribes Community and the case is pending before the Learned Additional Collector, Nagpur for restoration of the suit property. In view of Section 10 of the Maharashtra Restoration of Land to Scheduled Tribes Act, 1974, there is express bar to the jurisdiction of this Court. As per Section 36(c) of the MLR Code, 1966, the suit is not maintainable before the Civil Court. They further submitted that the alleged agreement to sale is of dated 19.07.2010, however, the suit is filed in December-2015. As such, the suit is barred by limitation. Defendant nos.1 and 2 have denied the execution of the agreement to sale of the suit properties in favour of the plaintiff.

07] It is their further contention that they are belongs to Scheduled Tribes. Shri. Amarsingh Ramaji Salam was their who has expired on 17.08.2014. Defendant nos.1 and 2 are illiterate persons. They are hardly able to put their signatures and they do not understand any sort of legal proceeding. Their father Amarsingh was also illiterate person. Defendant nos.1 and 2 and their father late Amarsingh had a blind faith on the plaintiff. The plaintiff was friendly relation with the Amarsingh. So, by taking the undue advantage of relation and illiteracy, the plaintiff has taken the signature of defendant no.1 and thumb impression of defendant no.2 and their father for conversion of the suit property from occupancy Class-II to Class-I. The plaintiff has obtained their signatures at Tahsil office, Saoner and also at the Nagpur. Defendant nos.1 and 2 and their father late Amarsingh under the *bonafide* belief that the paper are being created for their well fair. However, the plaintiff has played

mischief with them and executed false paper as alleged by him. All documents produced by the plaintiff with the signatures and thumb impressions of defendants and their father, are false and fabricated documents. The notice issued by the plaintiff to the defendant no.1 is false. Therefore, they have issued the notice reply through Advocate Shri. M. C. Khangare on 18.05.2015. The notice reply was duly served on the plaintiff through his Advocate Shri. Kedar.

08] That, it is the further contentions of defendant nos. 1 and 2 that, the plaintiff has illegally entered his name in the Revenue Record to the effect that he is in possession of the suit property. That, they have obtained the certified copy of the order of the Collector, Nagpur and then they came to know that the plaintiff has succeed to get order from the Learned Collector for execution of sale deed in his favour. Hence, they have applied to the Collector, Nagpur for cancellation/set aside the order passed dated 20.06.2015 by which the permission is granted to sell the suit property. The order of the Collector is obtained by playing a fraud, therefore, any action taken by the plaintiff is not binding on defendant nos.1 and 2. Defendant nos.1 and 2 have never initiated any proceeding either before the Tahsildar, S.D.O., Saoner and Collector, Nagpur for sell of suit property to the plaintiff. Hence, they prayed to dismiss the suit of the plaintiff.

09] That, the defendant no.03 has filed his say at Exh.17. He had denied the allegations made against him. It is his contention that Hansraj Salam filed an application in the office of the Collector, Nagpur for grant of permission to sell out the suit property. That, the application was sent to the Sub-Divisional Officer, Saoner for

necessary inquiry and report. The Sub-Divisional Officer, Saoner forwarded the matter for inquiry and necessary action to the Tahsildar, Saoner. The Tahsildar Saoner, has issued the notice to the defendant nos.1 and 2 and to the plaintiff. He also sought the objection from the public at large and then he has submitted his report to the Sub-Divisional Officer, Saoner and that report came to be forwarded to the Office of the defendant no.3. In that report, some mistakes were found, therefore, again inquiry was conducted and finally, the application of defendant nos. 1 and 2 and of their father came to be granted. Previously, the consideration amount was agreed at Rs.6,60,000/-. However, the price of the suit properties was ascertained at Rs.16,42,725/-.

10] That, it was informed to defendant nos.1 and 2 was ordered to clear the loan amount taken by them on the suit properties. Whereas, the plaintiff was directed to deposit the remaining consideration amount in the account of defendant nos. 1 and 2 of Nationalized Bank and produced the copy of the same. The defendant no.1 on 06.08.2015 and 13.08.2015 has objected to the Tahsildar, Saoner. The defendant no.1 has also pointed out that he is going to challenge the appeal before the M.R.T. as against the order passed by the defendant no.3. Under such circumstances, he prayed to dismiss the suit filed against the defendant no.03 by the plaintiff.

11] Upon the rival pleadings of either parties, my Learned Predecessor has framed issues as per Exh.26 which I have reproduced here along with my findings thereof with the reasoning thereto, follow as under :-

Sr.No.	Issues	Findings
01.	Does the plaintiff prove that the defendants have executed agreements of sale dated 19.07.2010 in his favour in respect of the suit properties Survey No.165, area 0.81 R and Survey No. 184, area 0.66 R situated at Mouza - Chankapur, P.H. No. 53, Tah. Saoner, Dist. Nagpur for total consideration of amount of Rs.3,60,000/- and Rs. 3,00,000/- respectively to each properties and thereby paid earnest/advance amount of Rs.2,50,000/- each of the two properties and remaining amount agreed to be paid on execution of sale deed ?	In the affirmative.
02.	Whether the suit properties are exclusively owned by the defendants and one Amarsingh Ramaji Salam, received by way of inheritance and co-parcenary property ?	In the affirmative.
03.	Whether the suit property is presently converted into Class-I property and thereby the defendants have right to sell it according to law ?	In the affirmative.
04.	Whether the plaintiff and defendants belong to Scheduled Tribes and necessary permission from the Collector as per Land Revenue Court has been obtained to sell the suit property accordingly ?	In the affirmative.

05. Whether the defendants have handed over possession of the suit property to the plaintiff in furtherance of agreement of sale dated 19.07.2010 ? In the affirmative.
06. Whether the Collector has ordered to the plaintiff to pay Rs.16,42,725/- instead of previously agreed consideration amount of Rs.6,60,000/- due to increased prices of the land as per market valuation ? In the affirmative.
07. Whether the plaintiff is ready and willing to pay the rest of the amount of consideration as per the order of Collector i.e. Rs.16,42,725/- ? If yes, how much amount of consideration is to be paid by the plaintiff for fulfillment of agreement of sale dated 19.07.2010 ? In the affirmative. The plaintiff has to pay Rs.7,00,000/-.
08. Whether the defendants are liable to be directed to execute registered sale deeds of the suit properties in view of agreement of sale dated 19.07.2010 and as per Collector's order regarding increased consideration of Rs.16,42,725/- ? In the affirmative.
09. Whether the defendants have refused to execute the sale deeds despite of demands made by the plaintiff to execute the same. In the affirmative.

10. Whether the plaintiff is in lawful possession of the suit property and the defendants have obstructed his peaceful possession over the suit property ? In the affirmative.
11. Does the plaintiff prove that, the defendants are going to sell the suit properties to third party ? In the affirmative.
12. Whether the plaintiff is entitled for permanent injunction against the defendants ? In the affirmative.
13. Whether in case specific performance is not justified, alternatively, the plaintiff is entitled for refund of earnest amount of Rs.5,00,000/- plus other amounts of Rs.4,81,000/- i.e. total Rs.9,81,632/- along with interest thereon ? If yes, what is the amount and interest thereon ? Not Survive.
14. What order and decree ? As per final order.

REASONS

12] In order to prove the above said issues the plaintiff has examined himself as PW-1 at Exh.28, PW-2 Anandiprasad Krushnadulare Tiwari at Exh.114 and PW-3 Dilip Gunvantrao Kedar at Exh.116. Apart from these ocular evidence, the plaintiff also relied upon two agreement to sale dated 19.07.2010 at Exh.31 and 32

respectively, General Power of Attorney at Exh.33, Caste Certificate of plaintiff at Exh.34, Order of S.D.O. dated 30.04.2010 at Exh.35, Affidavit of plaintiff dated 04.12.2015 at Exh.36, Order of Additional Collector dated 20.06.2015 at Exh.37, Identity Card of plaintiff issued by Sarpanch at Exh.38, Thekaptra of suit properties dated 03.12.2010 at Exh.39, order of Additional Collector dated 31.12.2016 at Exh.40, Gaon Namuna 8-A of field Survey No. 165 and 184 at Exh.41, summons issued by Tahsildar, Saoner to the plaintiff dated 21.03.2012 at Exh.42, letter issued by the Shri Saibaba Bahuuddeshiya Nagari Sahakari Pratyay Sanstha Maryadit dated 27.07.2010 at Exh.43, Payment receipt to Shri Saibaba Bahuuddeshiya Nagari Sahakari Pratyay Sanstha Maryadit dated 19.06.2015 at Exh.44, letter issued by the Village Officer to the plaintiff dated 28.08.2019 at Exh.45, letter issued by the plaintiff to Nayab Tahsildar dated 08.09.2015 at Exh.46, letter issued by the defendant no.1 to S.D.O. Saoner dated 12.08.2013 at Exh.47, letter issued by the office of Deputy Collector to plaintiff dated 12.01.2016 at Exh.48, letter issued by the Tahsildar Revenue, Nagpur to Tahsildar Saoner dated 28.04.2016 at Exh.49, Statement of defendant no.1 recorded by the Tahsildar Saoner dated 06.07.2012 at Exh.50, payment receipt dated 19.06.2015 at Exh.51, Certificate issued by Seva Sahakari Sanstha dated 19.06.2015 at Exh.52, notice issued to Fulabai Kashiram Parteki at Exh.53, letter issued by Tahsildar, Saoner to the plaintiff at Exh.54, Reply given by the plaintiff to the Tahsildar, Saoner dated 08/09/2015 at Exh.55 and 56, copy of N.C. report at Exh.57, true copy of map at Exh.58, copy of mutation at Exh.59, Notice issued by the Tahsildar, Saoner to the defendant no.2 at Exh.60, application given by the plaintiff to the

Tahsildar, Saoner dated 14.01.2013 at Exh.61, letter issued by the Deputy Collector to the Tahsildar dated 10.12.2013 Saoner at Exh.62, application given by the plaintiff to the Collector dated 16.12.2015 at Exh.63, notice issued by the advocate of the plaintiff to defendants dated 23.11.2015 at Exh.64, Postal receipts at Exh.65 and 66, Acknowledgments at Exh.67 and 68, notice issued by the advocate of the plaintiff to the Collector dated 16.12.2015 at Exh.69, Notice dated 24.08.2015 given to defendants at Exh.70, Jamabandi Patrak of account No.199 at Exh.71, 7/12 extract of Survey No.184 and 165, at Exh.72 and 73 respectively, true copy of map of Mouza Chandkapur at Exh.74, 7/12 extract of Survey No.165 at Exh.75 to 89 respectively, Gaon Namuna 8-A at Exh.90 and 93 to 95, 7/12 extract of Survey No.184 at Exh.91 and 92 respectively, Adhikar Abhilekh Patrak dated 04.12.2015 at Exh.96, Jambandipatrak dated 15.02.2013 at Exh.97, Form P-II at Exh.98, 7/12 extract of Survey No.184 at Exh.99 and 100. Thereafter, by filing pursis Exh.118, the plaintiff has closed his evidence.

13] Per contra, defendant no.1 has examined himself as DW-1 at Exh.123, DW-2 Smt. Poojadevi Santosh Chauvhan at Exh.150 and DW-3 Sagar Lalji Bahliya at Exh.154. They have also relied upon the notice issued by the office of District Collector (Soil Conservation) at Exh.131, office copy of application dated 21.10.2015 at Exh.132, order of Deputy Collector Nagpur dated 12.02.2015 and 10.12.2013 at Exh.133 and 134, report of S.D.O., Saoner dated 10.10.2013 to Collector, Nagpur at Exh.135, Notes of office of District Collector, Nagpur dated 02.12.2013 at Exh.136, copy of the application filed by the plaintiff to the Collector, Nagpur at Exh.137, application dated

20.07.2015 at Exh.138, application by defendant to stop the proceeding at Exh.139 and index copies issued by Sub-Registrar office, Saoner at Exh.140 to 146, Index-II at Exh.153, notarized agreement to sale dated 19.07.2010 at Exh.166 and thereafter, by filing pursis Exh. 167, defendants have closed their evidence.

As To Issue No. 02 :-

14] That, to prove the above said issue, the plaintiff has examined himself at Exh.28, he deposed that, defendant nos.1 and 2 and late Amarsingh Ramaji Salam are the owners of the field Gat No.165 admeasuring 1.90 H.R. and Gat No.184, admeasuring 0.66 H.R. To establish this fact, the plaintiff has filed on record the 7/12 extract and Namuna 8-A from Exh.71 to 100. All these documents shows that defendant nos. 1 and 2 and late Amarsingh are the owners of the suit properties. The defendant no.1 has filed his examination in chief by way of affidavit as per Exh.123, in which he has not denied that defendant nos.1 and 2 are not the owners of the suit properties. It is the case of the plaintiff that defendant nos.1 and 2 and their father Amarsingh were agreed to sell the field no. 165 admeasuring 1.90 H.R. out of that 0.81 HR and field Survey 184 admeasuring 0.66 H.R. Both these properties were standing in the revenue record on the name of defendant nos.1 and 2 and their father Amarsingh. Previously, these properties having a common Survey no.161 and standing on the name of Palkya Kashya s/o Ramlal Gond as per Form P-II Khasara Exh.98. Thereafter, this property came on the name of wife of the Amarsingh and after her death, the property came on the name of defendant nos. 1 and 2 and Amarsingh. However, after death of Amarsingh, the suit property

came and standing on the name of defendant nos.1 and 2. The document shows that defendant nos. 1 and 2 are the absolute owners of the field Gat nos.184 and 165. Hence, I answer the Issue No.2 in affirmative.

As To Issue No. 01 :-

15] That, the Learned Advocate Shri. S. M. Pande appearing for the plaintiff submitted that the plaintiff and defendant nos.1 and 2 are belongs to the 'Gond' Community which is Scheduled Tribes. Defendant nos. 1 and 2 and their father Amarsingh have entered into a contract to sell the suit property on 19.07.2010 and executed two agreement to sale by accepting Rs. 2,50,000/- each. It is the law in regard to the Scheduled Tribes that if any person belongs to the Scheduled Tribes has to sell out his property than there is a required a permission from the Collector of a District. As per the terms and conditions of the agreement to sale (Exh.31 and 32), defendant no.1 had get executed power of attorney (Exh.33) from his sister DW-02 and his father Amarsingh, for obtain the permission from the Collector. That document is the registered document before the Sub-Registrar, Saoner. Thereafter, the Collector has granted the permission, while deciding this application the Learned Additional Collector affixed the price of the suit properties at Rs.16,42,725/-. The plaintiff has paid the loan amount which was obtained by defendant nos. 1 and 2. So also, he has deposited Rs.7,00,000/- in the bank as per the order of the defendant no.3. He also issued the notice to defendant nos. 1 and 2 for execution of the sale deed, but, they failed to execute the same. Hence, they filed the present suit.

16] The learned Advocate Shri. M.C.Khangare appearing for the defendant nos.1 and 2 has filed written notes of argument on behalf of defendant nos.1 and 2 at Exh.169, in which he has contended that defendants have duly proved that the agreement to sale dated 19.10.2010 are sham, bogus and fraudulent documents and it was never signed by defendants. The agreement to sell were obtained by playing a fraud upon defendants by the plaintiff, by taking the undue advantage of the relationship between the plaintiff and defendants. In the cross-examination of PW1 admitted that the stamp for the agreement to sale were purchased by him. He also admitted that he is relative of defendant nos.1 and 2. These admissions strongly supported to the contentions of defendant nos.1 and 2 that the plaintiff has taken disadvantage of this relationship and creates false and fabricated agreement to sale. He further submitted that the plaintiff in his cross-examination has admitted that both these agreement to sales are false and frivolous documents. The plaintiff further admitted that both these agreement to sale does not bears the signatures or thumb impressions of defendants and their father. All these admissions are duly proved on record by defendants which clearly shows that the plaintiff has created a fabricated document of agreement to sale.

17] The Learned Advocate Shri. S. M. Pande appearing for defendant nos.1 and 2 has filed the application before the Collector, Nagpur in which defendant no.1 is categorically mentioned that he has entered into an agreement to sale of the field Survey No.184 and 165. On that application, the Additional Collector, Nagpur passed an order and granted permission to sell out the suit property to the

plaintiff on some terms and conditions. He took to me to the cross-examination of DW1 which shows that defendant no.1 has not answered the question that,

“Que. - On 19.07.2010 you, your father and sister Rekhabei agreed to sell the field Survey No. 165, admeasuring 1.90 H.R. out of the 0.81 HR land to the plaintiff ?”

To this question the defendant no.1 keep mum and not answered.

18] Defendants also admitted that agreement to sale bears their photographs and signatures. In the light of these evidence of the plaintiff and defendants it reveals that the execution of agreement to sale is proved by the plaintiff. So, mere some stray admissions came in the cross-examination are not more important. In the case of **Parmeshwari Bai V/s Muthojirao Scindia on 29th July, 1980, AIR 1981 Kant 40, ILR 1981 KAR 78.**

Whether stray sentences elicited in cross-examination can be construed as admission ? Thus, it is clear that these stray sentences elicited in the cross-examination could hardly be construed as admission. The Supreme Court of India, in the case of Chikkam Koteswar Rao V/s Chikkam Subbarao, speaking through Hon'ble Justice Hegde, as he then was, has observed in the behalf thus: This admission must be read along with the evidence given by him in his chief examination... if we read these statements along with his other evidence and in a harmonic manner, it is

clear that what the appellant admitted was that the acquisitions question was made by his father on his behalf and the consideration for the same was paid by his father from out of the appellant's private funds that was in the hand of his father... Thus, the Hon'ble Supreme Court has pointed out that before the right of party can be considered to have been defeated on the basis of alleged admission by him, the implication of the statement made him must be clear and conclusive, there should not be any doubt ambiguity about the alleged admission and to examine whether there is ambiguity in the admission, it would be necessary for the Court read the other parts of the evidence and the stand taken by him in the pleadings.

On relying the authority learned Advocate Shri. S. M. Pande further submitted that plaintiff has proved by the ocular as well as through a documentary evidence. That, the defendant nos.1 and 2 along with their late father have entered into an agreement to sale the suit property. Hence, the admission given by the plaintiff has no value. That is a stray admission. Hence, he prayed to answer this issue in affirmative.

19] That, the plaintiff in his evidence has deposed that defendant nos.1 and 2 and Amarsingh during their lifetime had entered into an agreement to sale the suit properties. They were agreed to sell the field Survey No.165 admeasuring 1.90 H.R. out of that 0.81 H.R. for consideration of Rs.3,60,000/- and Survey No.184, area 0.66 H.R. for total consideration of Rs.3,00,000/-. On dated

19.07.2010, defendant nos.1 and 2 and their father Amarsingh have executed an agreement to sale (Exh.31) of field Survey No.165 in favour of the plaintiff by accepting an earnest amount of Rs.2,50,000/-. So also, on the same day, they have executed separate agreement to sale (Exh.32) of field Survey No.184 admeasuring 0.66 H.R. by accepting an earnest of Rs.2,50,000/-. As such, both the agreement have been executed by defendants in favour of the plaintiff on 19.07.2010. The PW1 further deposed that the defendant no.1 has put his signature on the agreement to sale, whereas his sister the defendant no. 2 and his father Amarsingh Salam were put their thumb impressions on both the agreement to sale in presence of the witnesses.

20] The DW1 has stated that the plaintiff had a friendly relations with his father, therefore, to convert the suit properties from occupancy Class-II to Class-I, the plaintiff has obtained their signatures and thumb impressions. However, the order (Exh.35) of the Sub-Divisional Officer, Saoner dated 30.04.2010 ordered and converted both the field Survey No.165 and 184 from occupancy Class-II to Class-I. Both agreement to sale are executed on 19.07.2010. It's mean that prior to execution of the agreement to sale, the suit properties were converted from Class-II to Class-I. Therefore, I have not found any substance in the contention of defendants that to convert the suit property. The occupancy Class II to Class-I the plaintiff has obtained their signatures and thumb impressions on a stamp paper.

21] That, on perusal of both agreement to sale it found that,

two agreement to sale are executed on 19.07.2010 and notarized before the Notary Government of India, Nagpur on 21.07.2010. That, the DW4 Advocate Shri. Mangesh Chaudhary deposes that defendant nos. 1 and 2 and their father along with the plaintiff came to his office on 21.07.2010. All these persons were identified by Advocate Shri. D.J.Kedar. On the request of them, two agreement to sale dated 19.07.2010 are notarized by him and entries are taken in his register at Sr. No.54 and 55. He also produced the copy of his register of Sr.No.54 and 55 (Exh.166). On perusal of the copy of register it reveals that, it bears the signatures of the plaintiff, defendant nos. 1 and 2 and Amarsingh. Its also reveals that both agreement to sale were executed by defendant nos. 1 and 2 and their father in favour of the plaintiff.

22] **As per section 67 of Bharatiya Sakshya Adhiniyam, 2023 -**
If a document is required by law to be attested, it shall not be used as evidence until one attesting witness at least has been called for the purpose of proving its execution, if there be an attesting witness alive, and subject to the process of the Court and capable of giving evidence. Provided that it shall not be necessary to call an attesting witness in proof of the execution of any document, not being a will, which has been registered in accordance with the provisions of the Indian Registration Act, 1908 (16 of 1908), unless its execution by the person by whom it purports to have been executed is specifically denied.

23] That, in support of the contentions of the plaintiff, PW2

deposed that on 19.07.2010 defendant nos.1 and 2 and their father Amarsingh were entered into an agreement to sale of the suit property i.e. field Survey No.165 admeasuring 0.81 H.R. and 184 admeasuring 0.66 H.R. for consideration of Rs.3,60,000/- and Rs.3,00,000/- respectively. He further deposed that the plaintiff has purchased two stamp papers and by accepting an earnest amount of Rs.2,50,000/-, he has executed the agreement to sale (Exh.31) and another agreement to sale (Exh.32) by accepting another an earnest amount of Rs.2,50,000/-. He further deposed that the plaintiff and defendant nos. 1 and 2 son of Amarsingh have provided the information to the scribe for preparation of drafts of the agreement to sale. Both the agreement to sale have been read over and explained to defendant nos. 1 and 2 and thereafter, they have put their signatures and thumb impressions on it. The plaintiff and the defendant no.1 have put their signatures whereas, defendant no.2 and late Amarsingh have put their thumb impressions over both the agreement to sale after going through the contents of it. Thereafter, he himself and other witnesses have put their signatures on the agreement to sale. So, as per the principle laid down in the authority cited supra **Parameshwari Bai V/s Muthojirao Scindia on 29th July, 1980, AIR 1981 Kant 40, ILR 1981 KAR 78** . Even though the plaintiff had given some stray admissions, but, the circumstances, witnesses and documents clearly established that defendant nos. 1 and 2 and their father Amarsingh have executed agreement to sale in favour of the plaintiff by accepting an earnest amount of Rs.5,00,000/-. As such, the plaintiff and PW2 and DW4 have proved that defendant nos. 1 and 2 have executed agreement to sale dated 19.07.2010 in favour of the plaintiff in respect of the suit properties bearing field

Survey nos. 165 and 184 for total consideration amount of Rs. 3,60,000/- and Rs. 3,00,000/- respectively for each properties and thereby paid an earnest advance amount of Rs.2,50,000/- each of the two properties and remaining amount agreed to be paid on execution of the sale deed. Hence, I answer to Issue No.1 in the affirmative.

As To Issue No. 03 :-

24] On perusal of the 7/12 extract of field Survey nos.184 and 165 from Exh.72, 73, 75, 76, 77 and Exh. 83 and 84 of the year 2008-2009 to 2009-2010 shows that the suit properties were occupancy Class-II. However, since year 2011-2012 the 7/12 extract shows that the suit properties are from the occupancy Class-I. The plaintiff placed on record the order (Exh.35) dated 30.04.2010 of the Sub-Divisional Officer. On perusal of this order its reveals that, by the order of the Sub-Divisional Officer, Saoner the field Gat No.184 and 165 have converted from occupancy Class-II to Class-I. So also, the agreement to sale (Exh.31 and 32) discloses that the suit properties are from the occupancy Class-I. It is pertinent to note here that defendant nos. 1 and 2 have not denied that the suit properties are from occupancy Class-I in their evidence, so also, they have not challenged the order (Exh.35) dated 30.04.2010 passed by the Sub-Divisional Officere, Saoner. Hence, I answer Issue No. 3 in the affirmative.

As To Issue Nos. 04, 06, 07 :-

25] That, PW3 Advocate Shri. Kedar deposed that on 10.12.2013, defendant nos.1 and 2, their father Amarsingh and the plaintiff had been to his office and on the request of defendant nos.01

and 2 and their father, he has prepared the power of attorney and get registered in the office of the Sub-Registrar. The power of attorney (Exh.33) was executed by the defendant no. 2 and her father Amarsingh in favour of the defendant no.1 for the purpose of execution of sale deed to apply to the office of the Government, Semi Government, Collector, SDO, G.P. etc. on behalf of them. He further deposed that the plaintiff also given a consent letter to issue the power of attorney to the defendant no.1 for the application to the Collector for the permission of sell out the suit property.

26] The plaintiff has deposed that he himself and defendant nos.1 and 2 are belongs to 'Gond' Community, which is under the Scheduled Tribes Caste. Therefore, they required permission from the Collector. To establish this fact, the plaintiff has filed his Caste Certificate at Exh.34 which shows that he is belongs to 'Gond' community which is under the Caste of Scheduled Tribes. The defendant no.1 has admitted that the plaintiff is their relative, it means that the plaintiff and defendant nos.1 and 2 are belongs to the 'Gond' community which is came under the Scheduled Tribes of Constitution. That, defendant nos.1 and 2 and Amarsingh had filed an application on 18.08.2010 before the Collector, Nagpur for grant of permission to sell the suit property. In this application, defendant nos. 1 and 2 categorically stated that they are going to sell the suit property to the plaintiff. Therefore, the Additional Collector, Nagpur ordered to join the plaintiff as a party to the application and accordingly, the plaintiff, defendant nos.1 and 2 and Amarsingh have filed application for the permission.

27] That, the Deputy Collector, Nagpur registered the case bearing No.D-16/B12/Adi/Kavi/553/10 and referred this case to the Sub-Divisional Officer, Saoner for filing the detail report. The Sub-Divisional Officer, Saoner thereafter refer the entire matter to the Tahsildar, Saoner along with the letter dated 31.12.2010 bearing No.Prastu-1/Uvia/6/Kavi-1767/10. The Tahsildar Saoner, thereafter issued the notice to the Sub-Registrar, Saoner, Talathi, Gram Panchayat, defendant nos.1 and 2 and the plaintiff, so also, invited the objection of the public at large. The plaintiff has filed the notice issued to him by the Tahsildar on dated 31.03.2012 at Exh.42. The Tahsildar recorded the statement (Exh.50) of defendant no.1 in which he has categorically admitted the execution of the agreement to sale of the suit properties in favour of the plaintiff by accepting an earnest amount.

28] That, the Learned Tahsildar also recorded the statement of the other person and submitted the report to the Sub-Divisional Officer, Saoner and that report was came to be filed before the Additional Collector, Nagpur. On that report, the Additional Collector, Nagpur returned the report and sought some information as per (Exh.133, 134, 136) then the Sub-Divisional Officer filed the report as per the letter (Exh.135) and on that report the Additional Collector, Nagpur has granted permission to sell out the suit properties of defendant nos.1 and 2 to the plaintiff on dated 20.06.2015. Defendant nos. 1 and 2 have filed the application (Exh. 139) and intimate to the Tahsildar, Saoner that they are going to prefer an appeal against the order of the Collector on dated 13.08.2015. But, no any document placed on record by defendant

nos. 1 and 2 which shows that the order of the Additional Collector, Nagpur is under challenge or appeal is allowed.

29] That, in the order of dated 20.06.2015 the Learned Additional Collector fixed the consideration of the suit property is at Rs.16,42,725/- with the condition that to clear the loan over the suit property and to deposit the balance consideration amount in the account of defendants in a nationalized bank. The plaintiff has filed on record, the notice (Exh.43) issued to the defendant no.1 by the Manager, Shri Saibaba Bahuuddeshiya Nagrik Sahakari Pratya Sanstha, Maryadit, Khaparkheda dated 27.07.2010. That loan amount was at Rs.4,40,332/- on 19.06.2015 and that amount is paid by voucher (Exh.44). Accordingly, the Chairman and the Secretary of this Co-operative Society issued no due certificate on the name of defendant no.1 on 19.06.2015 as per Exh.52. It is further contention of the plaintiff that he has paid Rs.41,300/- outstanding amount of loan on the defendant no.1 and he has filed a receipt to that regard at Exh.51. As such, the plaintiff has paid consideration amount of Rs.11,15,182/- (earnest amount Rs.5,00,000/- + Rs.4,40,332/- + 41,300/-). Now, the plaintiff has further deposes that as per the order of the Learned Additional Collector, he has deposited Rs.7,00,000/- on 03.12.2016 in his account that State Bank of India for payment to defendant nos. 1 and 2.

30] As per the order of the Learned Additional Collector dated 20.06.2017, the plaintiff has to deposit the remaining outstanding amount in the nationalized bank in the account of defendant nos.1 and 2. To comply the order, the Learned Tahsildar Saoner had issued

a notice to the plaintiff and defendant nos. 1 and 2 and directed to defendants to furnish their bank account of nationalized bank. However, defendant nos. 1 and 2 failed to furnish the account of their nationalized bank, whereas, the plaintiff through an application (Exh.46) applied to Nayab Tahsildar, Saoner for acceptance of the remaining consideration amount. But, defendant nos. 1 and 2 failed to do so. That, the plaintiff also deposes that he issued letters (Exh. 55 and 56) is the Tahsildar, Saoner and intimated that defendant nos. 1 and 2 are not ready to supply of copies of their passbook and requested to acceptance remaining consideration amount. Therefore, the plaintiff has deposited remaining consideration amount Rs. 7,00,000/- on his account and accordingly, he had issued a notice to defendant nos. 1 and 2.

31] On 24.08.2015 the plaintiff also issued a notice Exh. 70 to defendant no. 1 and through their advocate Shri. Prashant Mirashe and thereby called upon defendant nos. 1 and 2 to remain present at the Sub-Registrar Office for execution and registration of sale deed of suit-properties. So also, he called upon defendant nos. 1 and 2 that he is ready with the consideration amount of Rs. 7,11,093 - and he requested to furnish/supply the copy of their Nationalized Bank account passbook is deposit the balance amount. But, defendant nos. 1 and 2 failed to perform their part of agreement and obeyed the order of the Learned Additional Collector, Nagpur. Therefore, the plaintiff also issued notice to the Learned Additional Collector, Nagpur and intimated the conduct of defendant nos. 1 and 2 as per notice (Exh.69) dated 16.12.2015.

32] The plaintiff has filed his Caste Certificate Exh. 34 which

shows that he is belongs to 'Gond' community which came under the Scheduled Tribes. So also, defendant nos. 1, 2 and their father Amarsingh had filed the application before the Learned Additional Collector for permission to sell the suit property as they are belongs to Scheduled Tribes Category. DW1 also admitted that the plaintiff is his relative. The PW3 Advocate Shri. Kedar deposes that the defendant no. 2 and his father had prepared power of attorney in favour of the defendant no. 1 for obtain permission from the Collector Nagpur and the Additional Collector, Nagpur on 20.06.2015 order (Exh.37) and granted permission. Hence, I answer the Issue No. 4 in the affirmative. In the order (Exh.37) the Learned Additional Collector has ordered to the plaintiff to pay Rs. 16,42,725/- instead of previously agreed consideration amount Rs. 6,60,000/-. The plaintiff has paid Rs.6,15,182/- which was borrowed by defendant nos.1 and 2 on the suit properties. Considering the above discussion, I answer Issue No. 6 in the affirmative and the plaintiff has to pay Rs. 7,11,093/-. Hence, I answer Issue No. 7 accordingly.

As To Issue Nos. 8, 9 and 11

33] All these Issue Nos. 8, 9 and 11 are interlinked to each other, hence to avoid the repetitions, these issues are taken together for the discussion. The PW1 deposes that the Tahsildar, Saoner vide letter July, 2015 (Exh.54) bearing no. Prastu/sano/Kavi 44032015 directed him to deposit the entire remaining balance consideration amount in the Nationalized Bank Account of defendant nos. 1 and 2 and submit the copy of bank account with the office. The plaintiff approached to defendant nos. 1 and 2 and requested to execute the

registered sale deed by accepting the balance consideration amount as directed by the Learned Additional Collector, Nagpur. The plaintiff also requested to supply copy of their Nationalized Bank Account Passbook, but defendant nos. 1 and 2 neither supplied the copy of passbook nor executed registered sale deed.

34] The PW1 further deposes that defendant nos. 1 and 2 instead of performing their part of contract started to indulge into illegal activities and by joining hands with some anti social elements tried to disturb the peaceful possession of the plaintiff. Therefore, the wife of the plaintiff Fulabai w/o Kashiram Parteki lodged the report with the Police Station Khaperkheda, on which N.C. Case No. 31/2015 (Exh.57) is registered.

35] As per DW1, defendant nos. 1 and 2 on 21.10.2015 have filed the application (Exh.132) through the Tahsildar, Saoner and requested to set aside the order/ permission dated 20.06.2015 to sell the suit properties to defendant nos. 1 and 2. Accordingly, the office of the Additional Collector, Nagpur had issued notice dated 11.12.2015 (Exh.131) and call up the defendant no. 1 to remain present along with relevant documents. Defendant nos. 1 and 2 also filed letter (Exh. 139) dated 13.08.2015 to stop the proceeding initiated after the order of the Additional Collector, Nagpur dated 20.06.2015. In the letter, defendant nos. 1 and 2 shows their desire to prefer an appeal before Maharashtra Revenue Tribunal. The defendant no. 1 also filed copies of Index II (Exh. 140 to 146) which shows that defendant nos. 1 and 2 have sold out 6 plots to different persons.

36] The DW2 Poojadevi Chavhan deposes that plot nos. 18, 19, 20 and 70, 71, 72 are purchased by her from defendant nos. 1 and 2. All these plots are from field Gat no. 165 and 184 of village Chankapur, Tahsil - Saoner, Dist. Nagpur. She also placed on record the copy of Index II (Exh. 153) which shows that she has purchased the plots.

37] The DW3 Sagar also deposes that he has purchased the plot no. 111 admeasuring 1968.504 sq. feet from the suit properties i.e. field Survey nos. 165 and 184 of village Chankapur through Registered sale deed bearing no. 1434/2024 dated 23.04.2025. The conduct of defendant no. 1 and 2 shows that since permission from the Learned Additional Collector, Nagpur, they are making a hurdle in execution of sale deed in favour of the plaintiff. It is also pertinent to note here that after the permission of sale, defendant nos. 1 and 2 have applied to the Additional Collector, Nagpur through the Tahsildar, Saoner by application (Exh.132) dated 21.10.2015. On that application, the office of the Additional Collector has issued notice (Exh.131) to defendant nos. 1 and 2 and to the plaintiff. The plaintiff has filed his reply (Exh.63) in that proceeding. That, the Additional Collector after recording the evidence, reject the application of defendant nos. 1 and 2 for cancellation/set aside the permission to sell the suit properties by passing an order (Exh.40) dated 31.12.2016. All the above discussed evidence shows that the defendant no.1 and refused to execute the sale deed of the suit properties in favour of the plaintiff. The plaintiff also proved that defendants nos. 1 and 2 are going to sell the suit properties to third party i.e. DW2 and DW3. Therefore, defendant nos. 1 and 2 are liable

to be directed to execute the registered sale deed of the suit properties in view of agreement to sale dated 19.07.2010 as per the order of the Collector, Nagpur. Hence, I answer Issue no. 8, 9 and 11 in the affirmative.

As To Issue Nos. 5 And 10 :-

38] That, to prove Issue Nos. 5 and 10, the plaintiff has placed on record the mutation entry no. 74 (Exh.59) dated 28.01.1992 defendant nos. 1, 2 and Amarsingh became the owners of the field Survey no. 165. He also placed on record Gaon Namuna 8-A (Exh.71) 88 and 90 in which defendant nos. 1 and 2 and Amarsingh Ramaji Salam are the owners of field Survey nos. 165 and 184 admeasuring 1.90 H.R. and 0.66 H.R. respectively. He also placed on record a map of P.H. No. 53 at Exh. 58 and 74. The 7/12 extract of field Survey nos. 184 and 165 (Exh. 72, 73 to 89, 91 to 96) of year 2009 –2010 to 2018-2019 which shows that defendant nos. 1 and 2 and Amarsingh are the owners of these field. The plaintiff is in cultivating possession of 0.81 H.R. of field Survey no. 165 as per the 7/12 extract (Exh.73, 75, 77, 78, 79, 80, 86, 89, 93), whereas, the 7/12 extract as per (Exh. 72, 76, 81, 82, 83, 84, 85, 87, 91, 92) the plaintiff is in possession of field Survey no. 184 from year 2009-2010 till 2018-2019.

39] The plaintiff deposed that he is in possession of the suit properties. That, defendant nos. 1 and 2 and Amarsingh Salam on 19.07.2010 had put him in actual physical possession of the suit properties. On perusal of the agreement to sale (Exh.31) it reveal that the plaintiff is put in possession of field Gat no. 165 admeasuring 1.90 H.R. out of Western side portion in North-South boundaries. Whereas, on perusal of the agreement to sale (Exh.32) shows that the

plaintiff is put in possession of field Survey no. 184 admeasuring 0.66 H.R. on 19.07.2010. The plaintiff has placed on record the lease (Thekapatra) dated 03.12.2012 (Exh.39) which shows that the defendant no. 1 has given the remaining field property bearing Gat no. 165 admeasuring 1.09 H.R. land to the plaintiff for three years from 2013 to 2016. Its also shows that the defendant no. 1 has received Rs.5000/- on 06.02.2013 and Rs. 2000/- on 09.02.2013 towards the lease amount (Theka). Defendant nos. 1 and 2 have filed the copy of application (Exh.138) filed by them before the Tahsildar, Saoner for removal of the entry in the 7/12 extract on dated 20.07.2015 in which they have prayed to remove the entry taken by the Revenue Authority regarding the suit properties which shows that the plaintiff is in possession of the suit properties. As per the agreement to sale (Exh. 31 and 32), the plaintiff is in possession of the suit properties, so also, the plaintiff shows in lawful possession of the suit properties as per section 53-A of Transfer of Property Act. The possession held by the plaintiff is protected possession. Hence, I answer Issue No. 5 and 10 in the affirmative.

As To Issue Nos. 12 and 13 :-

40] That, defendant nos. 1 and 2 and their father Amarsingh have entered into an agreement to sell the suit property for total consideration of Rs. 6,60,000/- on 19.07.2019. They have executed agreement to sale and same is notarized on 21.07.2010. They also kept the plaintiff in possession of the suit properties as per the agreement to sale. The plaintiff is in possession of suit properties. The Additional Collector granted permission to sell out the suit properties to defendant nos. 1 and 2. But, instead of execution and registration

of sale deed, defendant nos. 1 and 2 applied to the Collector, Nagpur to cancel the permission granted to them to sell the suit properties to the plaintiff.

41] That, as per the order of the Additional Collector, Nagpur, the plaintiff has paid the outstanding loan amount over the suit properties. He also deposited remaining consideration amount Rs. 7,00,000/- in the Bank account and intimated to the Additional Collector and Revenue Authority regarding the compliance of the order. Per contra, instead of execution and registration of sale deed in favour of the plaintiff, defendant nos. 1 and 2 have executed some plots from the suit properties in favour of DW2 and DW3. The plaintiff has complied all burden casted upon him as per the order of the Additional Collector, Nagpur. Hence, instead of return of earnest amount, the plaintiff is entitled for grant of specific performance. I already held that the plaintiff is in possession of the suit property and defendant nos. 1 and 2 are going to sell plots from it. Therefore, there is need to restrain defendant nos. 1 and 2 from creating third party interest over the suit properties. Therefore, the plaintiff is entitled for the permanent injunction. Hence, in view of the above discussion, I answer Issue No. 12 in the affirmative. As I have already answer the Issue No. 8 in the affirmative and directed to defendant nos. 1 and 2 to execute the sale deed in favour of the plaintiff, therefore, the issue of refund of earnest amount is not survive. Hence, I answer the Issue No. 13 as not survive.

As To Issue No. 14 :-

42] I have answered Issue Nos. 1 to 13 as above and I hold that defendant nos. 1 and 2 and their father Amarsingh Salam have

executed two agreement to sale in favour of the plaintiff by accepting earnest amount of Rs. 2,50,000/- each i.e. Rs. 5,00,000/- on 19.07.2010. Thereafter, they notarized these agreement to sale before the Notary DW4. The defendant no. 1 get execute the registered power of attorney from the defendant no. 2 and his father Amarsingh for obtaining permission to sell the suit properties, as they are belongs to the Scheduled Tribes Community. On the request of the defendant no. 1 for himself and being a power of attorney of defendant no.1 and late Amarsingh and the plaintiff, the Additional Collector, Nagpur granted the permission to defendant nos. 1 and 2 to sell the suit properties to the plaintiff for the consideration of Rs. 16,42,725/-. In that order it was incumbent on the part of defendant nos. 1 and 2 to repay the loan which was outstanding on the suit property. Accordingly, the plaintiff has paid a loan amount at Rs. 4,40,332/- to Shri Saibaba Bahuuddheshiya Nagri Sahakari Pratyay Sanstha Maryadit and Rs. 41,300/- to Nagpur District Super Vision Co-operative Society Limited. He also deposited Rs. 7,00,000/- in the bank account on 03.12.2016 towards the balance consideration amount. On the contrary, defendant nos. 1 and 2 make a hurdle and denied to execute and registered the sale deed of the suit properties in favour of the plaintiff. Since the inception of the agreement to sale and after passing order by the Additional Collector, Nagpur, the plaintiff is ready and willing to perform his part of contract. Hence, in the light of the above discussion, to answer the Issue No. 14, I proceed to pass following order -

ORDER

1. The suit is decreed with cost.

2. The plaintiff is directed to deposit Rs.7,00,000/- within two months from today along with the accrued interest of the nationalized bank from 03.12.2016 in the Court.
3. Defendant nos.1 and 2 are hereby directed to execute the sale deed in favour of the plaintiff of the field Survey No.165, admeasuring 0.81 H.R. and field Survey No.184 admeasuring 0.66 H.R. of Mouza Chankapur, P.H.No.53 by accepting the remaining consideration amount Rs. 7,00,000/- along with an accrued interest from 03.12.2016.
4. Defendant nos.1 and 2, their agent/servant/or any person claiming through them are hereby restrained from disturbing the peaceful possession of the plaintiff over the suit properties.
5. Defendant nos.1 and 2, their agent/servant/ or any person claiming through them are hereby restrained from alienating and creating third party interest over the suit properties.
6. If defendant nos.1 and 2 failed to execute the sale deed in the plaintiff's favour, then he is entitled to get execute the sale deed in his favour through Court.
7. Decree be drawn up accordingly.
8. Judgment dictated and declared in open court.

(S. A. Sardar)

Place : Saoner.
Date : 10.03.2026

Civil Judge Senior Division, Saoner,
Tah.- Saoner, Dist.- Nagpur.

ENDORSEMENT

Sr. No.	Endorsement		Date
1	Case argued on	:	18.02.2026
2	Judgment dictated on	:	10.03.2026
3	Transcription ready on	:	10.03.2026
4.	Judgment checked and signed on	:	16.03.2026

CERTIFICATE

I affirm that the contents of this PDF file of Judgment are word to word as per original Judgment.

Sau. L.M.Shendre
Stenographer(Grade-II)