


CNR No.MHNG130005632023 	Filed on	:	23.07.2008
	Registered on	:	24.07.2008
	Decided on	:	02.05.2026
	Duration	:	Yrs, Mon, Days

IN THE COURT OF CIVIL JUDGE SENIOR DIVISION, RAMTEK.

(Presided over by Shri. S.M. Sarode)

Special Civil Suit No.4/2023

Exhibit No.100.

(Old Spl.C.S. No.844/2008)

Gajendra s/o Rambabu Agarwal (Dead)
Through his legal heirs

- 1(a) Smt. Sumanlata wd/o Gajendra Agrawal,
Age: 56 years, Occ.- Household,
- 1(b) Shri. Ankit s/o Gajendra Agrawal,
Age: 34 years, Occ.-Business,
- 1(c) Shri. Gaurav s/o Gajendra Agrawal,
Age: 28 years, Occ.-Business,
All R/o Plot No.6, Shri. Ram Laxmi Society,
behind Asha Hospital, Kamptee Road,
Kamptee, Tahsil-Kamptee, District-Nagpur.
- 1(d) Sau. Neha w/o Suyash Agrawal,
Age: 37 years, Occ.-Household,
R/o Near Jathar Hospital, Laxmi Niwas,
Seoni, Tahsil & District-Seoni.
2. Shri. Sourabh s/o Dr. Rajendra Agrawal,
Age:24 years, Occ.-Student,
R/o Lata Oli, Kamptee, Tahsil-Kamptee,
District- Nagpur.

.. Plaintiffs

..Versus ..

1. Shri. Gaurishankar s/o Radheshyam Varma,
Age: Major, Occ.- Business,
R/o Lala Oli, Kamptee, District- Nagpur.

2. Shri. Sunil Prabhakar Gajbhiye,
Age- Major, Occ.-Business,
R/o Village-Masala, Post-Kachurwahi,
Tahsil-Ramtek, District-Nagpur.
3. Shri. Devnath Gopinath Taywade,
Age- Major, Occ.-Business,
R/o Mori, Masala, Post-Kachurwahi,
Tahsil-Ramtek, District-Nagpur.
4. Keshav s/o Namdeorao Karemore,
Age- Major, Occ.- Agriculturist,
R/o Nagpur, District-Nagpur. .. Defendants

Learned advocate Shri. S. S. Khandelwal for the plaintiff.
Learned advocate Shri. Kushwaha for Defendant no.1 and 2.
Learned advocate Shri. Kshirsagar for Defendant no.3 and 4.

J U D G M E N T

(Delivered on this 2nd day of May, 2026)

This is the suit for Specific performance of contract, cancellation of sale-deeds and damages, filed by the plaintiff against the defendants.

02. **In short the plaintiff's case is summarized as under-**

The suit property is agricultural land bearing Survey No. 11/3, admeasuring 0.43 Hectares, situated at Mouza Masala (Masod), Gram Panchayat Bori, Tahsil Ramtek, District Nagpur. It is their case that the defendant is the absolute owner in possession of the said property.

03. It is averred that the defendant approached the plaintiffs and negotiated for sale of the suit property, and ultimately agreed to sell the same for a total consideration of Rs.6,01,000/-. The plaintiffs accepted the said offer and both parties mutually executed an Agreement of Sale on 14.01.2006.

04. As per the terms of the Agreement of Sale dated 14.01.2006, the defendant undertook several obligations prior to execution of the sale deed. These included obtaining measurement and demarcation of the land through competent authority, procuring necessary documents such as 7/12 extract, Form 8-A, and NOC, and furnishing certified copies required for registration.

05. It was further agreed that the defendant shall execute the registered sale deed upon completion of the requisite formalities, and in case of delay in obtaining documents, the time stipulated for execution would stand automatically extended. The plaintiffs were conferred a right to seek execution of the sale deed through Court in case of default on the part of the defendant.

06. The defendant also agreed to deliver actual physical possession of the suit property at the time of execution and registration of the sale deed. Thus, the agreement clearly cast reciprocal obligations, with primary compliance resting upon the defendant.

07. At the time of execution of the agreement, the plaintiffs paid an amount of Rs.5,51,000/- as earnest money and part consideration, which was duly accepted and acknowledged by the defendant. The balance amount of Rs.50,000/- was agreed to be paid at the time of execution and registration of the sale deed.

08. The plaintiffs have consistently pleaded and asserted that they were always ready and willing to perform their part of the contract. They repeatedly requested the defendant to complete the formalities and execute the sale deed, and were prepared to pay the remaining consideration.

09. Despite such readiness and willingness, the defendant failed to obtain the requisite documents and avoided execution of the sale deed on one pretext or another. Upon inquiry, the plaintiffs discovered that no steps were taken by the defendant for measurement or procurement of necessary permissions.

10. Consequently, the plaintiffs issued a registered notice dated 26.06.2008 calling upon the defendant to execute the sale deed. Instead of complying, the defendant demanded an additional amount of Rs.50,000/- over and above the agreed consideration and ultimately refused to execute the sale deed.

11. The plaintiffs further contend that during the pendency of the suit, the defendant, with full knowledge of the subsisting agreement and litigation, executed sale deed in respect of the suit property in favour of third parties with an ulterior motive to defeat the rights of the plaintiffs.

12. The first such sale deed was executed on 04.12.2008 in favour of Defendant No.2 for a consideration of Rs.50,000/- by the defendant no.1. Thereafter, another sale deed dated 19.10.2013 (Regn. No.1432/2013) was executed in favour of Defendant No.4 for Rs.3,50,000/- by the defendant no.2. Subsequently, a further sale deed dated 25.06.2014 (Regn. No. 1048/2014) was executed in favour of Defendant No.3 for Rs.3,30,000/- by the defendant no.4. All these transactions were effected during the pendency of the suit.

13. According to the plaintiffs, the aforesaid subsequent transfers are hit by the doctrine of *lis pendens* under Section 52 of the Transfer of Property Act and are sham, collusive, and not binding upon them. It is therefore prayed that the agreement of sale be specifically enforced, the

subsequent sale deeds be declared null and void, possession be delivered, and appropriate reliefs including mesne profits and costs be granted.

14. On the other hand, the defendant no.1 has filed his written statement at Exh.14. The defendant has denied all allegations pertaining to execution of any agreement to sale dated 14.01.2006, the receipt of any earnest amount including Rs.5,51,000/-. It is further alleged that the plaintiffs have indulged in fraudulent practices by preparing false documents and initiating litigation. The defendant has also contended that the plaintiffs, not being agriculturists, are not legally entitled to purchase agricultural land. On these premises, the defendant has prayed for dismissal of the suit with costs, contending that the entire claim is false, untenable, and liable to be rejected.

15. Whereas, defendant no.3 has filed his written statement at Exh.53. The defendant has challenged the maintainability of the suit on the ground that the original sale deed dated 19.10.2013, executed in favour of Shri Keshav Namdeorao Karemore, has not been challenged by the plaintiff. It is contended that the agreement to sale relied upon by the plaintiff contained stipulations which were neither essential nor required for execution of the sale deed, and that all necessary documents were available enabling the plaintiff to complete the transaction. The defendant asserts that the plaintiff failed to act diligently, whereas subsequent purchasers, including Defendant No.2 and ultimately Defendant No.3, acquired the suit property for valuable consideration through duly executed sale deeds, thereby creating valid and lawful title.

16. Defendant No.3 has further denied the execution and validity of the alleged agreement to sale dated 14.01.2006 between the plaintiff and Defendant No.1, terming the same as sham, bogus, and a product of

collusion. On these premises, the defendant has prayed for dismissal of the suit with costs.

17. Whereas, defendant no.4 has filed his written statement at Exh.80. The Defendant No.4, in his written statement, has at the outset denied all material averments of the plaint, except those which are matters of record. It is specifically contended that no agreement to sell the suit property was ever executed by Defendant No.1 in favour of the plaintiffs on 14/01/2006 for the alleged consideration of Rs.6,01,000/-.

18. It is further contended that Defendant No.1, out of his own free will, executed a sale deed in favour of Defendant No.2 on 04/12/2008, as the plaintiffs were not ready and willing to complete the transaction. Defendant No.2 is stated to be a bona fide purchaser for value without notice of any alleged prior agreement. All allegations of suppression of material facts and invalidity of the said sale transaction are denied, and the subsequent impleadment of Defendant No.2 is stated to be in accordance with law.

19. The Defendant No.4 has further pleaded that subsequent transactions were carried out in due course, and Defendant Nos.3 and 4 are bona fide purchasers for value without notice of the pendency of the suit or any injunction order. It is denied that the transactions are hit by Section 52 of the Transfer of Property Act or that they are sham, bogus, or void. The Defendant asserts that the sale deeds executed are valid, lawful, and binding, and cannot be set aside.

20. Heard learned advocates of plaintiffs. Whereas, defendant no.1 to 4 and their advocates have been absent since long. Following issues have been framed below Exh.15 by my learned predecessor to decide matter on

merit. I have recorded my findings along with reasons in respect of each issue as follows :

Sr. No.	Issues	Findings
1]	Do plaintiffs prove that defendant entered in to agreement on 14/01/2006 for the consideration of Rs.6,01,000/- of the suit property and on receiving Rs.5,51,000/- he executed an agreement to sale in favour of plaintiff as contended ?	In the affirmative
2]	Do plaintiffs prove that they were and are ready and willing to part performance of contract ?	In the affirmative
2A]	Whether the plaintiffs prove that, defendant no.1 executed sale deed in favour of date No.2 dt. 4/12/2008 is liable to be declared as null and void ?	In the affirmative
2B]	Whether the plaintiffs prove that, sale-deed dated 19/10/2013 executed by defendant no.2 in favour of defendant no.4 is null and void ?	In the affirmative
2C]	Whether the plaintiffs prove that, sale-deed dated 25/06/2014 executed by defendant no.4 in favour of defendant no.3 is null and void ?	In the affirmative
3]	Is plaintiff entitled for decree of specific performance of contract as prayed ?	In the affirmative
4]	What order and decree ?	Suit is decreed with costs.

REASONS

21. For the purpose of substantiating his case, the plaintiff has examined witness namely Saurabh Agrawal as PW-1 at Exhibit-68. He has further examined another witness, namely Deepak Kanojiya (PW-2), at Exhibit-76. Thereafter, the plaintiff has closed his oral evidence by filing a pursis at Exhibit-92.

22. The plaintiff has also adduced documentary evidence on record. He has produced the original agreement to sell at Exhibit-77, notice dated 26/06/2008 at Exhibit-70, postal receipt at Exhibit-71, 7/12 extract of the suit property at Exhibit-72, 7/12 extract of the suit property at Exhibit-69, extract 8A at Exhibit-78, certified copies of old sale-deeds at Exhibits-93 and 94, 7/12 extract of the suit property at Exhibit-95, and certified copies of sale-deeds at Exhibits-96 and 99 executed in favour of defendants No.4 and 3 respectively.

23. On the other hand, despite sufficient opportunities having been granted, the defendants have failed to lead their evidence. Hence, by order dated 16/02/2026, the right of the defendants to lead evidence has been forfeited.

AS TO ISSUE NO. 1-

24. The plaintiff's witness namely Saurabh (PW-1) has deposed that defendant No.1 executed an agreement to sell dated 14/01/2006 in respect of the suit property by accepting earnest money of Rs.5,51,000/-.

25. The attesting witness to the agreement of sale, namely Dilip (PW-2), has supported the case of the plaintiff and has deposed that the agreement to sell was executed by defendant No.1 in respect of the suit property upon receipt of earnest money of Rs.5,51,000/-, and that he had signed the said agreement as an attesting witness.

26. The oral evidence of the plaintiff's witnesses has remained unchallenged, as the defendants have failed to cross-examine them.

27. Apart from oral evidence, the plaintiff has produced the original agreement to sell at Exhibit-77. Upon perusal thereof, it is evident that defendant No.1 executed the agreement to sell pertaining to the suit property upon receipt of earnest money of Rs.5,51,000/-. The said documentary evidence has not been rebutted by the defendants.

28. In view of the aforesaid oral and documentary evidence, it stands proved that the agreement to sell dated 14/01/2006 was executed by defendant No.1 in respect of the suit property upon receipt of earnest money of Rs.5,51,000/-. Hence, Issue No.1 is answered in the affirmative.

AS TO ISSUE NO. 2-

29. For determination of this issue, it is necessary to refer to Section 16(c) of the Specific Relief Act, which mandates that the plaintiff must aver and prove that he has always been ready and willing to perform his part of the contract. The term “readiness” denotes the financial capacity of the plaintiff to perform the contract, whereas “willingness” refers to his intention to perform his obligations, as gathered from his conduct and surrounding circumstances.

30. As per the agreement to sell dated 14/01/2006 (Exhibit-77), the sale deed was to be executed on or before 30/06/2008. It is further evident that, prior to execution of the sale deed, defendant No.1 was under an obligation to carry out government measurement and provide requisite documents.

31. Upon consideration of the evidence of the plaintiff in this context, it is revealed that the plaintiff issued a notice dated 26/06/2008, i.e., prior to the expiry of the stipulated period of 30/06/2008. The conduct of the plaintiff indicates that he was ready and willing to perform his part of the contract. The fact of issuance of notice is substantiated by documentary evidence, particularly the office copy of notice, postal receipt and acknowledgment at Exhibits-70 to 72.

32. It is further seen that the present suit has been filed immediately on 22/07/2008. This conduct of the plaintiff clearly establishes that he was continuously ready and willing to perform his part of the contract.

33. There is no evidence on record to show that defendant No.1 fulfilled all obligations cast upon him prior to the stipulated date, i.e., 30/06/2008. Since the defendants have failed to lead evidence, an adverse inference is required to be drawn against them, particularly against defendant No.1, to the effect that he failed to comply with the terms and conditions of the agreement to sell dated 14/01/2006.

34. It is pertinent to note that the plaintiff has already paid 90% of the consideration amount to defendant No.1 at the time of execution of the agreement to sell dated 14/01/2006. This further demonstrates that the plaintiff was ready and willing to pay the remaining consideration amount.

35. In view of the aforesaid oral and documentary evidence, it is evident that defendant No.1 failed to perform his part of the contract,

whereas the plaintiff has established his continuous readiness and willingness to perform his obligations. Hence, these issues are answered in the affirmative.

AS TO ISSUE NOS. 2A, 2B and 2C -

36. All these issues being interconnected and interlinked, they are decided together for the sake of convenience.

37. Learned advocate for the plaintiff has contended that the transactions pertaining to the suit property have been effected during the pendency of the suit and are therefore hit by the doctrine of lis pendens as embodied under Section 52 of the Transfer of Property Act.

38. The record reveals that the first transaction took place on 04/12/2008, whereby a sale deed was executed by defendant No.1 in favour of defendant No.2. Thereafter, it is seen that, the defendant no.2 executed sale-deed in favour of defendant no.4 on 19/10/2013. Thereafter, defendant No.4 executed a sale deed in favour of defendant No.3 on 25/06/2014. Certified copies of the said sale deeds are on record at Exhibits-96 and 99.

39. It is pertinent to note that all these transactions have taken place during the pendency of the suit. The date of institution of the suit is 22/07/2008.

40. In view of Section 52 of the Transfer of Property Act, any transfer of immovable property during the pendency of a suit, wherein any right to such property is directly and specifically in question, cannot affect

the rights of the parties to such suit. These transactions are therefore governed by the doctrine of lis pendens. Consequently, defendants No.2, 3 and 4 cannot claim to be bona fide purchasers without notice, and such transfers do not create any valid title in their favour. Hence, I answer all these issues in the affirmative.

AS TO ISSUE NO. 3 -

41. In view of finding to issue no.2, the plaintiff is entitled to specific performance of contract. Hence, Issue No.3 is answered in the affirmative.

AS TO ISSUE NO. 4 -

42. In view of the findings recorded on Issue Nos.1 to 4, the suit deserves to be decreed with costs. Hence, the following order is passed:

ORDER

1. The suit for specific performance of contract is hereby decreed with costs.
2. It is hereby declared that the sale deed dated 04/12/2008 bearing No.1084/2008 is cancelled and null and void.
3. It is hereby declared that the sale deed dated 19/10/2013 bearing No.1432/2013 is cancelled and null and void.
4. It is hereby declared that the sale deed dated 25/06/2014 bearing No.1048/2014 is cancelled and null and void.
5. The concerned Sub-Registrar shall take note of the cancellation in the concerned register and records forthwith.

6. The concerned Sub-Registrar shall be informed regarding the said cancellation and he is further directed to comply order within the period of two months from the receipt of letter.
7. Defendant No.1 is directed to execute a registered sale deed in favour of the plaintiff in respect of the suit property as described in the plaint and in accordance with the agreement to sell (Exhibit-77), upon receipt of the balance consideration from the plaintiff.
8. Defendant No.1 shall execute the sale deed within two months from the date of this judgment.
9. The plaintiff shall deposit/pay the balance consideration amount within one month from the date of this judgment to defendant No.1.
10. In the event of failure on the part of defendant No.1 to execute the sale deed within the stipulated period, the plaintiff shall be entitled to have the sale deed executed through the Court in accordance with law.
11. Upon execution of the sale deed, defendant No.1 shall hand over vacant and peaceful possession of the suit property to the plaintiff, if not already delivered.
12. Draw decree accordingly.

Date : 02/05/2026.
Place : Ramtek

(S.M. Sarode)
Civil Judge Senior Division,
Ramtek

Endorsement

Evidence closed on	:	16.02.2026
Case argued on	:	06.04.2026
Judgment dictated on	:	02.05.2026
Transcription ready on	:	02.05.2026
Judgment checked and signed on	:	02.05.2026

CERTIFICATE

I affirm that, the contents of this P.D.F. file of judgment are word to word, as per original judgment.

R. J. Khobragade -Stenographer(Grade II)

