

MHNG190011302025



Spl.C.S. No. 118/2025

Uttam & Ors.

- Vs-

Fulchand & Ors.

ORDER BELOW EXH. 5

(Passed on 10.02.2026)

The instant application is filed by the plaintiffs under Order-XXXIX, Rule 1 and 2 read with Section 151 of Code of Civil Procedure for grant of temporary injunction.

2. It is contended by the plaintiffs that, the defendants are the owner of the agricultural land bearing survey no. 112/1, admeasuring 0.86 H.R. and defendant No. 1 to 4 are the owner of agricultural land bearing survey No.128/1, admeasuring 0.18 H.R. Both field properties are situated at village Murti Tahsil Katol. These properties are more particularly described in plaint para 1 and hereinafter referred as 'suit property' for brevity.

3. It is further contended by the plaintiffs that, the plaintiffs came to know that the defendants want to sale the suit property. After due negotiation, the defendants agreed to sale the suit property for total consideration of Rs.11,25,000/- to the plaintiffs. On 11.11.2022, the plaintiffs paid Rs. 11,000/- in cash to the defendants as token bayana (earnest amount). On 25.11.2022 the agreement to sale was executed between the plaintiffs and defendants and the plaintiffs issued two cheques of Rs.1,35,000/-each of State Bank of India bearing No. 534243 and

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088157 in favour of the defendants. At the time of agreement, the defendants told that defendant No. 1 will look after the transaction on their behalf and the plaintiffs have to deal with him. Accordingly, as per the say of the defendants two cheques were handed over to defendant No. 1 which are still in his custody. It was agreed by the defendants that they would conduct the measurement of the suit property and will provide 'C' sheet to the plaintiffs. The sale-deed was agreed to be executed on or before 31.05.2023. The agreement was executed on the stamp paper of Rs. 500/- and after understanding the same, the defendants have signed/affixed the thump impression on the agreement. They affixed their photographs in presence of witnesses. The 7/12 extract and Aadhar Card were also given by the defendants to the plaintiffs which are annexed with agreement to sale. Even before Notary, the defendants acknowledged the contents and their signature. As per said agreement, the plaintiffs are ready to pay the sale consideration amount and get the sale-deed executed. The defendants accepted that they have received cash amount of Rs. 11,000/-.

4. The plaintiffs further contended that some of the villagers seems to have instigated the defendants and in turn the defendants have lodged false report at police station. The defendants have deliberately avoided to deposit the cheques for encashment. The defendants also issued notice through Advocate Shri Vitthal Shingne to the plaintiffs contending false allegations about fraud and misrepresentation. It is falsely stated in the said notice that agreed sale consideration was Rs. 11,25,000/- per acre.

In fact the total land admeasuring 0.86 and 0.18 H.R. was agreed to be sold at worth Rs. 11,25,000/-. Though, the token bayana is on printed form, at that time when the defendants signed it after accepting Rs. 11,000/-, the words प्रती एकर (prati acre) were scratched and the words पूर्ण शेती (entire land) were written. As such, the defendants were well aware about the sale consideration. The suit property is situated at interior place and the land is not much fertile, therefore, the market value of the property of Rs.11,25,000/- is just and reasonable. The plaintiffs duly replied the notice of the defendants. The plaintiffs are ready to get the sale-deed executed before due date. The said reply notice of the plaintiffs was falsely replied by the defendants. The plaintiffs are ready and willing to get the sale-deed executed as agreed. The defendants without any valid reason avoiding to execute the sale-deed.

5. It is further contended by the plaintiffs that they learnt that the defendants are intending to create third party interest in the suit property, if the suit property is transferred then there will be the complication. The plaintiffs have prima-facie case in their favour. The balance of convenience lies in their favour and they would suffer irreparable loss if the temporary injunction is not granted. Hence, it is urged to allow the application.

6. The application is resisted by the defendants by filing the reply vide Exh. 21. The defendants did not deny that due negotiation, the defendants agreed to sale the suit property to the plaintiffs. However, as per the defendants, the rate of the suit

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property was Rs. 11,25,000/- per acre. The defendants also not disputed the payment of Rs. 11,000/- by the plaintiffs to them on 11.11.2022 as token bayana. They did not dispute the execution of token bayana patra. They also not denied that the plaintiffs gave two cheques of Rs. 1,35,000/- each of State Bank of India and that same are with them. On 25.11.2022, on asking by the plaintiffs, the defendants supplied the necessary documents to the plaintiffs for execution of the agreement but the plaintiffs did not give copy of agreement to sale for reading and understanding the contents. The plaintiffs forcefully took the signature of the defendants on the agreement. Likewise, the Notary who notarized agreement did not give the copy to defendant No. 1 to 6 for reading and understanding the contents in the agreement. On the same day, the defendants came to know through the nephew of defendant No. 1 that, the agreement to sale is of total consideration of Rs. 11,25,000/-. At that time, the defendants came to know that the plaintiffs committed fraud and cheated them. Therefore, on the next day, defendant No. 1 made contact with plaintiff No. 1 by his mobile and asked to supply xerox copy of agreement to sale. Plaintiff No. 1 has supplied the copy of agreement to sale through Whatsapp on mobile of defendant No. 1. Defendant No. 1 came to know that instead of Rs. 11,25,000/- per acre, the plaintiffs shown the said price of total land scratching the words "per acre" in bayana patra without consent of the defendants.

7. It is further contended by the defendants that, on 11.11.2022, the earnest note of field on behalf of defendant No. 3,

4, 5 and 6 and separate token bayana agreement executed by defendant No. 1 and 2 the plaintiffs. The plaintiffs in collusion prepared the agreement to sale. The defendants only signed on the agreement to sale on the say of notary and other plaintiffs. The token bayana was typed on a printed form when defendants signed on the token bayana, at that time "prati acre" words were there. However, behind back of the defendants, the plaintiffs scratched the word "prati acre". One Ravi Madhukar Choudhary came on 25.11.2022 and asked for his share. At that time, the defendants came to know that the sale consideration amount is only Rs. 11,25,000/- but they agreed to execute the agreement to sale and also token bayana of Rs. 11,25,000/- per acre. The defendants lodged report at P. S. Katol against all plaintiffs on 17.12.2022. Due to fraud and cheating, the plaintiffs have not deposited the cheques for encashment which were issued by the plaintiffs. The defendants issued the notice on 07.02.2023 by R.P.A.D. against all plaintiffs for cancellation of agreement to sale and token bayana agreement. There was no question of measurement of land and to provide K prat to the plaintiffs. The defendants already sent objection letter to the Sub Registrar, Katol by R.P.A.D. as per the directions of the police authority Katol on dated 03.04.2023.

8. It is further contending the defendant that, Uttam Kale, Anil Khawse and Vishal Khawse approached the defendant Fulchand at his house. At that time, the defendant told them that his land is 11,25,000/- per acre and said persons were agreed for the same. Thereafter, the defendant signed on the printed form.

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At that time, Sangeeta Fulchand Choudhary and Savita Sunil Chandrikapure were present. After few days, the defendants asked for copy of token bayana and agreement to sale. Plaintiff No. 1 sent the copy on Whatsapp to the defendants. The defendants saw that the words "Prati Acre" were scratched and written as "पुर्ण शेती". As such, the plaintiffs have committed fraud and cheating with the defendants.

9. It is further contended by the defendants that, Advocate Shri Lawale sent notice to the defendants. The defendants published notice on 10.02.2023 through their Adv. Shri Shingne in daily news paper "Deshonatti" for cancellation of agreement and also token bayana patra. Thereafter, the defendants filed complaint on 17.12.2022 before P.S.O. Katol by post. The P.S.O. Katol issued letter to Fulchand Choudhary on dated 28.03.2023 and thereby asked him to approach the Civil Court. Thereafter, the plaintiffs sent notice to defendants through Advocate Nafade. The defendants replied said notice on 13.04.2022. The defendants also sent complaint to Sub Registrar, Katol on 03.04.2023 by Registered Post which was received by the said office on 05.04.2023. Thereafter, said authority issued letter to Shri Fulchand Choudhary on 06.04.2023.

10. It is further added by the defendants that, when they visited the office of Advocate Shri Lawale, they got shocked to know that the plaintiffs wanted the defendants to sign on agreement to sale on dated 25.11.2022. The plaintiffs already kept the agreement ready for execution then and there only before

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Advocate Lawale, Notary. The defendants have no knowledge about the intention of the plaintiffs, without giving knowledge, understanding and reading the plaintiffs and other persons obtained signature of the defendants on notary agreement. The defendants are simple in nature. They signed the required documents which the plaintiffs had already prepared and presented before Notary. The plaintiffs were in a hurry so that these defendants should not get any chance even to go through the sale agreement. The defendants were in fact compelled by the plaintiffs to sign the documents. The plaintiffs pretended that they have no time and said document should have been signed and executed then and there only. Despite demanding the documents by the defendants to the plaintiffs before their signing on it, the plaintiffs paid no heed to the request of the defendants. Even after signing the document, the plaintiffs did not supply the copy by saying and assuring that the copies of the documents would be given shortly but the plaintiffs did not do so. The plaintiffs were avoiding to supply the documents. On repeated requests by the defendants to the plaintiffs, they provided the copies through Whatsapp to defendant No. 1. The defendants got shocked to know that the amount of consideration was mentioned as Rs. 11,25,000/- instead of Rs. 11,25,000/- per acre i.e. of Rs. 31,01,850/- as it was agreed between the parties. On these premises, it is urged to reject the application.

11. On the basis of material available on record and arguments advanced, the following points arise for my

determination and I have given my findings thereon for the reasons enumerated below:

Sr. No.	<u>POINTS</u>	<u>FINDINGS</u>
1.	Whether there is a prima-facie case ... in favour of the plaintiff ?	In affirmative
2.	Whether balance of convenience ... tilts in favour of the plaintiff ?	In affirmative
3.	Whether irreparable loss will be caused to the plaintiff, if temporary ... injunction as sought is not granted ?	In affirmative
4.	What order ?	... As per final order

REASONS

AS TO POINT NOS. 1 TO 3 :

12. In order to substantiate the claim for temporary injunction, the plaintiff filed documents along with list Exh. 4 and 25 which includes copy of agreement to sale dated 25.11.2022, copy of notice by defendants to the plaintiffs, copy of reply notice by plaintiffs to defendants, copy of two cheques issued by plaintiffs in favour of defendant No. 1 and copies of bayana patra.

13. It is submitted by the learned counsel for the plaintiffs that, it is not disputed by the defendants that, at the time of executing the token bayana patra, the amount of Rs. 11,000/- was given by the defendants to the plaintiffs and at the time of agreement before Notary two cheques of Rs. 1,35,000/- each were

supplied to the plaintiffs. The defendants did not dispute the agreement dated 25.11.2022. The defendants merely disputed the rate of the suit property. The point raised by the defendants needs evidence. The photograph of the witnesses annexed with the agreement and it is notarized document. The defendants raised the new story that the rate of suit property was agreed to be Rs. 11,30,000/- per acre. The plea of the defendants to the effect that the plaintiffs forcefully took the signature of the defendants is not probable and acceptable. The agreement bears the signature of defendants on each page. After evidence, it will come on record that, at what rate the defendants agreed to sale the suit property. If the defendants creates third party interest in the suit property the complication will arise and there will be the multiplicity of the litigations. Hence, it is urged to restrain the defendants from alienating or creating third party interest in the suit property.

14. On the other hand, the learned counsel for the defendants submitted that, the plaintiffs cheated the defendants by erasing the words "per acre" from the token bayana patra. The plaintiffs did not provide the copy of the agreement to the defendants for their perusal. The notes before whom the document is notarized also failed to explain its contents to the defendants. The plaintiffs conduct from the very inception was to commit fraud and to cheat the defendants. Due to cheating and fraud, the defendants have already filed a criminal complaint against the plaintiffs. The agreement in question is illegal. Hence, it is urged to reject the application.

15. I have considered the arguments advanced from both sides and perused the documents. On perusal of the pleadings of the defendants, it reveals that they did not dispute the execution of the token bayana dated 11.11.2022 and the agreement dated 25.11.2022. They also not denied the token amount of Rs. 11,000/- and supplying of cheques of Rs. 1,35,000/- each by the plaintiffs to them. However, according to the defendants, when they signed the token bayana, the words "per acre" were there in the token patra and the plaintiffs scratched those words behind them without their knowledge. The defendants alleged that the plaintiffs by pretending to be in a hurry required them to sign the agreement then and there. They also claim that the Notary, Shri Lawale did not give them a copy of the agreement, and that the plaintiffs took their signatures forcefully. Further, as per the defendants, on 25.11.2022, when Ravi Madhukar Chaudhary asked for his share in the suit property, they came to know about the fraud committed by the plaintiffs. Therefore, they lodged a report on 17.12.2022.

16. It is pertinent to mention that, though the defendants alleged that the plaintiffs forcibly obtained their signatures on the agreement, they did not lodge a prompt report against the plaintiffs. The agreement is of dated 25.11.2022, while the report is lodged on dated 17.12.2022 that is after 22 days. Further, it appears that, a copy of the said report has not been filed on record. No doubt, admittedly the defendants issued a notice to the plaintiffs, however, said notice is also issued after more than two months later on 07.02.2023 after knowledge of alleged cheating.

In absence of the copy of report on record, it cannot be determined whether the defendants complained regarding their signatures being taken forcibly. No plausible explanation has come on record from the side of the defendants for not lodging the report immediately on the next date of execution of the agreement. It is the evidence which will establish that at what rate the land was sold. The plaintiffs paid a token amount of Rs. 11,000/- to the defendants. They also supplied two cheques each of Rs. 1,35,000/- at the time of the execution of the agreement. The contentions to the effect that, the agreement was already prepared by the plaintiffs and the copy of the same was not supplied to the defendants for reading and that the Notary did not explain its contents to them can only be decided after the parties lead evidence. It is not the case that, the plaintiffs entered into agreement with single person. Six persons (defendants) are the signatories of the agreement and therefore the theory of forcefully taking the signatures prima-facie not appears probable. Further, the agreement bears the signature of the defendants on each page. Therefore, the defendants also were having the opportunity to go through the contents regarding the rate of the suit property.

17. The defendants, in their pleadings contended that they had issued a public notice in Deshonnati for cancellation of the agreement and token bayana patra. Likewise, by their notice dated 07.02.2023, they asked the plaintiffs to cancel the token bayana patra and agreement. In such circumstances, the possibility of creating third party interest in the suit property cannot be altogether ruled out. If they enter into any transaction for

alienation of the suit property with third person, it would create complication the suit and there will be the multiplicity of litigations. The plaintiffs are having good prima-facie case for claiming the injunction. As they have paid earnest money along with two cheques total of Rs. 2,70,000/-, the balance of convenience also lies in their favour. They would suffer irreparable loss if the defendants alienate the suit property. While, no prejudice would cause to the defendants if they are so restrained, as prices of land are increasing day by day. It is therefore just and necessary to restrain the defendants from alienating the suit property or creating third-party interest in it until disposal of the suit. Hence, I answer Points Nos. 1 to 3 in the affirmative.

AS TO POINT NO. 4:

18. In view of my findings to point Nos.1 to 3, the application deserves to be allowed. In the result, I pass the following order.

ORDER

1. Application Exh. 5 stands allowed.
2. The defendants are hereby temporary restrained from alienating or creating third party interest in the suit property till the disposal of the suit.
3. Costs in cause.

Date : 10.02.2026

(M.Z.A.A.Q. Quraishi)
Civil Judge Senior Division,
Katol

CERTIFICATE

I affirm that the contents of this PD.F. file of Judgment/order are word to word, as per original judgment/order.

Name of Stenographer : P. T. Mandale, (Stenographer Gr. II)
attached to Civil Judge (Sr.Dn.), Katol