


MHSN020010742012 	Received on : 21/04/2012
	Registered on : 24/04/2012
	Decided on : 07/03/2026
	Duration : <u>Y M D</u> 13 10 14

**IN THE COURT OF JT. CIVIL JUDGE, SENIOR DIVISION, SANGLI, AT
: SANGLI.**

(Presided over by Vibha P. Gaikwad)

Special Civil Suit No. 92/2012

Exhibit No.294

1. Shoukat Allabakash Bagwan,
(Deceased through legal heirs)
- 1A) Smt. Shahanaj Shoukat Bagwan
Age : 35 Yrs., Occu. :Household and Agri.
- 1B) Shri.Anjum Javed Tamboli
Age : 33 Yrs., Occu. :Agri and Business.
R/o.Budhwar Peth, Satara, District- Satara.
- 1C) Shri. Arish Shoukat Bagwan,
Age : 33 Yrs., Occu. :Agri and Business.
- 1D) Shri. Kais Shoukat Bagwan
(1/C is already on record as plaintiff No.2)
1A, 1C and 1D R/o.9/96 Sangli road,
Ichalkaranji Tal-Hatkangale Dist-Kolhapur.
2. Shri. Kais Shoukat Bagwan
Age : 27 Yrs., Occu. :Agri and Business.
R/o.9/96, Sangli road,
Ichalkaranji Tal-Hatkangale Dist-Kolhapur.
3. Shri. Isaak Mahammad Fakir
Age : 35 Yrs., Occu. :Agri and Business.
4. Shri. Ilahi Ikbal Mujawar
Age :35 Yrs., Occu. :Agri and Business.
No.3 and 4 R/o. Fakirmala, Javaharnagar,

Ichalkaranji Tal-Hatkanangale Dist-Kolhapur.
(plaintiff Nos.3 and 4 deleted vide Exh.287)

Vs.

1. Shri. Suhas Rajaram Bhosale
Age : 54 Yrs., Occu. : Business,
2. (Suresh Rajaram Bhosale)
Deceased through legal heirs
2/1. Smt. Nita Suresh Bhosale
Age-56 yrs., Occu:Household
2/2. Pratik Suresh Bhosale
Age-32 yrs. Occu.Business
2/3. Sweta Suresh Bhosale
Age-56 yrs. Occu. Household
2/4. Akshata Suresh Bhosale
Age-56 yrs. Occu. Household.
All R/o. C/o. Pratik Suresh Bhosale
Address-Panchamrut, Shambhuprasad,
Kolhapur road, Sangli.
3. Shri. Pandit Rajaram Bhosale,
Age-51 yrs. Occu.Business
4. (Shailaja Uttam Bhosale)
Age-56 yrs. Occu.Household.
Deceased Through legal heirs
5. Shri. Sandeep Uttam Bhosale,
Age-42 yrs. Occu. Business
6. Shri. Mahesh Uttam Bhosale,
Age-41 yrs. Occu.Business.
R/o.1 to 6-11156, Panchamrut,
Shambhu prasad, Kolhapur road,
Sangli Tal-Miraj Dist-Sangli.
7. Sou. Akshata Jaydeep Hire,
Age-38 yrs. Occu. Household.
R/o. Near Mehta Hospital, Vijaynagar,
Nashik, Dist-Nashik.
8. (Shri. Ganesh Jagannath Sonone)
Deceased through legal heirs.

- 8/1. Rajlaxmi Ganesh Sonone
Age-Major, Occu.Business
- 8/2. Om Ganesh Sonone
Age-Major, Ocu.Business
Both R/o. Near City post,
Laxmi road, Dist-Pune.
9. Shri. Raaj Jayant Bhoite
Age-35 yrs, Ocu.Business
R/o. Manas Tower, Devidas lane,
Near Sent Lorence High-School,
Borivali (West) Mumbai,
10. (Shri. Sandip Shamrao Pawar)
Deceased through legal heirs
- 10/1. Smt. Ashwini Sandeep Pawar
Age-33 yrs, Ocu.Household
R/o. Row house no.4,
Deshmukh plaza, Sainagar
Hinganekhurd, Sinhgad road,
Pune-49
- 10/2. Abhishek Sandeep Pawar
Age-Major, Occu.Nothing
R/o. As above.
- 10/3. Onkar Sandeep Pawar
Age-Major, Occu.Nothing
R/o. As above,
11. Prashant Shivaji Marathe,
Age-39 yrs, Ocu.Business,
R/o. Gurukul Vaibhav Housing society
link road, Boravali West Mumbai.
12. (Jayant Haribhau Bhoite)
Deceased through legal heirs.
- 12/1 Raj Jayant Bhoite
Age-42 yrs, Ocu. Business,
Address-G-302, Crystal Towers,
Baner-Pashan,Pune-411021.
- 12/1.Kanchan Bhushan Shaha
Age-38 yrs, Ocu. Business,
R/o.S-6,Second floor, Dound Residency,
in front of H.D.F.C. Bank, Acquem,
South Goa, Salset, Goa-403601.

13. Smt. Aruna Mahadev Gaikwad,
Age-61 yrs, Ocu. Household,
R/o. D. B. Diamond complex,
revenue colony, Shivaji nagar,
Pune, Dist-Pune.
14. Shri. Bhanudas Laxman Kambale,
Age-54 yrs, Ocu. Business,
R/o. Lakhe nagar, Ichalkaranji,
Tal-Hatkanangale Dist-Kolhapur,
15. Shri. Amit Kashinath Itkarkar
Age-34 yrs, Ocu. Business,
R/o.155/5232, Kajrolkar Housing
society, Nehrunagar, basement,
Kurla (East) Mumbai.
16. Sou. Swati Laxmankant Dhamapurkar,
Age-40 yrs, Ocu. Household,
R/o.poultry farm Nachane, Ratnagiri,
Dist-Ratnagiri.
17. (Sou.Shamala Laxman Itkarkar,)
Deceased through legal heirs
17/1. Sou. Nita Suresh Bhosale,
Age-48 yrs, Occu.Household.
17/2. Sou. Smita Hemant Bhosale
Age-48 yrs, Occu.Household.
Both R/o.11156, Panchamrut
Shambhuprasad,
first floor, Kolhapur road, Sangli
Tal-Miraj Dist-Sangli.
17/3. Sou.Swati Laxmankant Dhamapurkar,
17/4. Sou. Manisha Rajendra Chavan,
17/5. Sou. Lata Vasant Khadtare
(already on record as defendant No.16,19 and 21)
18. Chirnand Gurbasappa Mogali,
Age-43 yrs, Occu.Business.
R/o. 1248, Vijay Shankar Shinde Wada,
Sutar Galli, Khanbhag, Sangli,
Tal-Miraj Dist-Sangli.
19. Sou. Manisha Rajendra Chavan,
Age-38 yrs, Occu.Household.
R/o.Hanuman Mandir stop, second floor,

Kandivali (East) Mumbai.

20. Vishal Vasant Khadatare,
Age-32 yrs., Occu. Business
R/o.Kshema Co-op Housing society,
C-1, Basement, Western Express Highway,
Dahisar Borivali, Mumbai.
21. Sou. Lata Vasant Khadatare,
Age- 47 yrs., Occu. Household,
R/o.Kshema Co-op Housing society,
C-1, Basement, Western Express Highway,
Dahisar Borivali, Mumbai.
22. Aavesh Bhupal Hankare,
Age- 35 yrs., Occu. Business,
R/o.Date mala, Hedgewar Nagar,
Ichalkaranji, Tal-Hatkanangale
District-Kolhapur
23. Sou. Kalpana Bhanudas Kambale
Age-47, Occu. Household,
R/o.Lakhenagar, Ichalkaranji
Tal-Hatkanangale, Dist-Kolhapur,
24. Shri. Mallappa Madiyal Biradar
Age-47 yrs., Occu. Business.
R/o.Kolhapur road, in front of
Rashtrashakti press, Sangli
Tal-Miraj Dist-Sangli.
25. (Shri. Bhupal Shankar Hankare)
Deceased Through legal heirs
25/1. Ulka Pandit Bhosale
Age- major yrs., Occu. Household,
25/2. Kalpana Nandkumar Adsule,
Age- major yrs., Occu. Household,
25/3. Baby Bhupal Hankare,
25/4. Unmesh Bhupal Hankare,
25/5. Aavesh Bhupal Hankare
(Defendants 25/3 to 25/5 are already on record as
defendant Nos.28,27,22)
All R/o. Date Mala, Hedagewar nagar,
Ichalkaranji Tal-Hatkanangale
Dist-Kolhapur.

26. (Smt. Saubai Laxman Kambale)
Deceased through legal heirs
26/1 Shri. Bhanudas Laxman Kambale,
Age-54 yrs., Occu.Business
(Defendants No.26/1 is already on record as
Defendant No.14)
- 26/2. Suman Suhas Bhosale,
Age-Major, Occu. Household,
R/o.11156, Panchamrut Shambhu prasad,
Kolhapur road, Sangli Tal-Miraj
27. Shri. Unmesh Bhupal Hankare,
Age-37 years, Occu.Business.
R/o. Date Mala, Hedagewar Nagar,
Ichalkarani Tal-Hatkanangale
Dist-Kolhapur.
28. Smt. Baby Bhupal Hankare
Age-61, Occu. Household,
R/o. Date Mala, Hedagewar Nagar,
Ichalkaranji Tal-Hatkanangale Dist-Kolhapur.
29. Mangal Ramesh Pote,
Age-49 yrs. Occu. Household,
R/o.Sadashiv Peth, Near, Electrical
Engineering College, Natu bag,
Sadashiv peth, Pune, Dist-Pune. **..Defendants**

.....
Advocate for the plaintiff Nos.-1/A to 1/D ad 2 -Shri. J. M. Jamadar

Advocate for the defendant Nos.1, 2/1 to 2/4 -Shri. S. T. Patil

Advocate for the defendant Nos.3 to 9, 10/1 to 10/3, 11 to 13 and 29
– Smt. A. S. Doshetti.

Advocate for the defendant Nos.14 to 28 Shir. V. S. Zambare.
.....

J U D G M E N T
(Delivered on 07/03/2026)

This is suit for specific performance of contract and
injunction.

The facts in abridged are as under :-

2. The plaintiff avers that eastern half portion i.e. 1 H. 60.5 R land in land block No. (Old R.S. No.) 478 total admeasuring 3 H. 21 R. bounded as:-

- | | | |
|---------------|---|--|
| Towards East | - | Land in R.S.No.442 and 477. |
| Towards West | - | Land of Shri. Vijay Dattatray Bhosale and
ors. and government road in
R.S.No.478/1 |
| Towards South | - | Government road. |
| Towards North | - | Land in R.S. No.475. |

Along with all Shrub, bushes and all easementary rights attached to the property being subject matter of present suit is hereinafter referred as '**Suit property**' for the sake of brevity and convenience.

3. Defendant No.1 to 7 had agreed to sell the suit property to the plaintiffs with the consent of defendant Nos. 8 to 29 for consideration of Rs.1,30,51,000/-. Accordingly they executed one notarized agreement to sell in favour of the plaintiff on 14/10/2008. At the time of agreement to sell the defendants accepted an amount of Rs. 11,00,00/- as earnest amount. Thereafter on 25/10/2008 an amount of RS. 10,00,000/- and again on 05/11/2008 an amount of Rs. 5,00,000/- was accepted by them as part consideration. Accordingly, defendant No.1 o 7 executed one supplementary agreement in favour of the plaintiffs. Further, on 21/03/2009 they accepted Rs.3,00,000/- and then again on the basis of supplementary agreement to sell an amount of RS. 5,00,00/- were accepted by defendant No.7. Beside this, an amount of Rs. 2,00,000/- was taken by them for complying with the conditions of the agreement to sell.

In this way an amount of RS. 36,00,000/- was received by defendant No.1 to 7.

4. The plaintiffs further aver that, the suit property was acquired by the defendants on the basis of Will of Rajaram Sambhu Bhosale dated 08/01/1979. Therefore, the mutation of that Will in 7/12 extract of the suit property. So also, names appearing other rights column of the suit property of Shashikala Bhosale, Sachin Dilip Bhosale, Swati Sanjay Suryawanshi and Jyoti Dilip Bhosale were to be deleted. Therefore, at the time of agreement it was agreed between the parties that, the defendants will mutate their rights on the basis of Will in 7/12 extract of the suit property. So also, they will get removed the names of Shashikala Bhoale, Sachin Dilip Bhosale, Swati Sanjay Suryawanshi and Jyoti Dilip Bhosale from other rights column of the suit property. So also, the suit property was to be converted into non agricultural use and permission for sell of the suit property was to be obtained. Further the defendants had under taken to get the signatures of other persons having interest in the suit property at the time of execution of sale-deed. Out of these conditions some conditions were complied by the defendants and some were remained to be complied. After completion of all these conditions defendant No.1 to 7 were required to inform about it in writing to the plaintiffs and after such intimation within six months the plaintiffs were supposed to pay remaining consideration amount and get the sale-deed executed.

5. Further, it was also agreed by the defendants that, they will got the signatures of Sudha Ganpatrao Choudhari, Usha Ashokrao Mane, Baby Bhupal Hankare on the sale-deed. Even after repeated request the defendants were not taking care to fulfill the

conditions required for completion of the transaction as some dispute had arisen in the family of the defendants. Therefore, the plaintiff issued public notice in daily newspaper Dainik Tarun Bharat on 27/01/2021. Which was published on 28/11/2011 through an advocate Mr. M.D. Jamadar, Ichalkaranji. Shashikala Bhosale, Jyoti Bhosale and Swati Suryawanshi objected said public notice. So after resolving the dispute or objection the sale-deed was to be completed by defendant No.1 to 7 as agreed by them. However, they failed to resolve that dispute so, it was agreed that, excluding the shares of the trio the sale-deed was decided to be executed as per the terms and conditions of the agreement.

6. However, even after repeated request defendant had not taken care to respond the plaintiff. The plaintiffs informed the defendants that remaining amount of consideration is ready with them in the form of cash and bank guarantee. But, till the resolving the dispute in family of the defendants they were not ready to execute the sale-deed. Therefore, the plaintiffs are constrained to opt legal procedure for getting executed the sale-deed. Remaining amount of consideration Rs. 94,51,000/- is available with the plaintiffs and they are willing to perform their part of contract. The plaintiffs informed this fact to the defendants by notice issued by RPAD on 13/02/2012 through an advocate. To which the defendant No.1 replied by evasive answers or defence. Now the defendants are claiming exorbitant amount then agreed. Defendant No.2 to 29 themselves had not taken care to reply the notice. While defendant Nos.1 to 7 are trying to alienate the suit property and create third party interest in it. Therefore, on 20/02/2012 which was published on 25/02/2012 the plaintiff again gave a public notice mentioning all these facts. Said notice was also replied by defendant No.1 only.

Which was again replied by the plaintiffs through an advocate on 27/03/2012. As even after issuance of notices the defendants are not ready and willing to perform their part of contract, so, the plaintiffs are constrained to file present suit. Hence, on all these grounds the plaintiffs prayed for decreeing the suit.

7. Defendant No.1, 2 and 5 to resisted the suit by filing written statement at (Exh.27). Defendant No. 10/1, 10/2 and 10/3 have adopted the written statement filed by defendant No.5 by filing pursis at Exh.273. Defendant No.9 and 26/2 has adopted the written statement filed by defendant No.1, 2 and 3 by filing pursis at Exh.279 and Exh.292 respectively. Though these defendants agreed execution of agreement on 14/10/2008. But, it is their contention that the plaintiff themselves have breached the terms and conditions of the agreement. Further it is their contention that, the plaintiffs have not paid an amount of Rs. 34,00,000/- as pleaded by them to the defendants. Further it is contended that, it was agreed between the parties that, before 07/12/2008 the plaintiffs had to pay an amount of Rs. 51,00,000/- to the defendants but, they paid only Rs. 34,00,000/-. Since 2008 till filing of the suit there is escalation in the prices of landed property. Therefore, the market value of the suit property is now Rs.2,60,00,000/-. On the basis of payment of meager amount the plaintiffs are claiming specific performance of contract. They themselves have breached the terms and conditions of the agreement. Agreement to sell was not duly stamped and executed.

8. Further it is contended that, the plaintiffs intentionally engaged the defendants in the transaction. Due to the non payment of remaining consideration amount, it was not possible for the defendants to comply with the terms and conditions of the agreement

and get the consent as well as required permission from the revenue authorities. Due to the conduct of the plaintiffs themselves the defendants failed to fulfill the conditions and taking disadvantage of financial crises of the defendants the plaintiffs have filed present suit. Hence, on all these and other grounds defendants prayed for dismissal of suit with compensatory cost.

9. Defendant No.8,9,11 to 16, 18 to 29 have adopted the written statement filed by defendant No.1 to 3 by filing pursis at Exh. 75. While defendant No.1 and 2 submitted their written statement at Exh.111. As per these defendants the plaintiff has not described the suit property properly. So also, an agreement in question is not at all tenable in the eyes of the law. The agreement itself is against the provisions of law, as in view of As per the provisions of Maharashtra Regional Town Planning Act, an agreement in question can not be completed. The agreement is not duly stamped. Further as the plaintiffs themselves have breached the conditions of payment of Rs. 51,00,000/- to the defendants till 07/12/2008. Therefore, the plaintiffs are not entitled to claim specific performance of agreement to sell. Hence, on all these and other grounds they prayed for dismissal of suit.

10. Considering the rival pleadings of the parties, issues were framed by my learned predecessor in office at Exh.113. I have reproduced those issues below along with my findings thereon for the reasons stated there in after: -

No.	ISSUES	FINDINGS
1.	Do defendant Nos.1 and 2 prove that the agreement dated 14/10/2011 is not enforceable by law?	No.

2.	Do defendant Nos. 1 and 2 prove that plaintiff failed to pay Rs. 51,00,000/- on or before 7-12-2008 and thereby committed breach of agreement ?	No.
3.	Do plaintiffs have proved that they had paid Rs. 36,00,000/-?	No.
4.	Do plaintiffs prove that defendants have committed breach of agreements dated 14/10/2008 and 25/02/2011?	No.
5.	Whether the plaintiffs are entitled to the relief of specific performance ?	Yes.
6.	Whether the plaintiffs are entitled to the possession of the suit property ?	Yes.
7.	Whether the plaintiffs are entitled for compensation ?	No.
8.	Whether the plaintiff are entitled to get mesne profits ?	No.
9.	Whether plaintiffs are entitled to the relief of permanent injunction ?	No.
10.	What order and decree?	As per final order.

REASONS

11. To support his claim, the plaintiff has examined plaintiff no.2 i.e. Kais Shoukat Bagwan as (P.W. no.1) at Exh. 114, examined Nuruddin Nizam Kazi (P.W. no. 2) at Exh.155 who happens to be attesting witness of agreement to sell. He relied upon documentary evidence enlisted below :-

No.	Particular	Exhibit
1	7/12 extract of Gat No. 478/1	08
2	8/a extract of extract No. 2416	09
3	Mutation entry No.21125	10
4	Mutation entry No.32009	11

5	Mutation entry No.35698	12
6	Mutation entry No.35979	13
7	Mutation entry No.38086	14
8	Mutation entry No.40281	15
9	Mutation entry No.44052	16
10	Notarized agreement to sell dated 14/10/2008 along with supplementary agreement dated 25/10/2008 and 05/11/2008	156
11	Notarized agreement to sell dated 14/10/2008 along with supplementary agreement dated 25/02/2011	157
12	Register notice of specific performance of contract sent by plaintiff to defendant	116
13	Acknowledgment receipts received by defendant Nos.1 to 6, 9,11 to 16, 20 to 23, 25 to 28	117 to 136 respectively
14	Returned envelopes of defendant Nos.8,10,15,17,18,19,24 and 29.	137 to 144 respectively.
15	Counter notice of defendant no.1 dated 13/02/2012	145
16	Counter notice to defendant No.1 by plaintiff dated 25/02/2012	146
17	Acknowledgment receipt of counter notice	147
18	Acknowledgment receipt of Counter notice received by advocate for defendant No.1	148

As To Issue Nos. 1 , 2, 3 and 4: -

12. Considering these issues and evidence on record to avoid repetition it will be convenient to discuss these issues together. Hence, these issues are taken up together for discussion.

13. As per the contentions of the plaintiffs that, the defendant Nos. 1 to 7 executed the agreement to sell of the suit property for the consideration of Rs. 1,30,51,000/- on 14/10/2008. On the basis of this agreement to sell on different dates the plaintiffs paid in all an amount of Rs. 34,00,000/- as part consideration and an amount of Rs. 2,00,000/- as expenses for obtaining permission and clearing the revenue record etc. While as per the defendants the agreement to sell is not duly stamped and the plaintiffs themselves have breached the condition of the agreement that, till 07/12/2008 the plaintiffs had to pay an amount of Rs. 51,00,000/- to the defendants. Therefore, the plaintiffs are not entitled for specific performance of agreement to sell.

14. To support their contentions the plaintiffs examined plaintiff No.2 (Exh.114) and one witness on the agreement to sell i.e. Nuruddin Nizam Kazi (P.W.2) (Exh. 155). However, even after sufficient opportunities the defendants have not taken care to cross-examine the plaintiff No.2 or their witness. Therefore, the testimony of both these witness remained unchallenged.

15. Further, record shows that, during the pendency of the suit the plaintiffs have deposited entire amount of consideration in the court. However, as plaintiff Nos. 3 and 4 were in need of money. So, plaintiff Nos. 1/C, 1/D and plaintiff No.2 had given the amount of share of consideration of defendant No.3 and 4 to them back out of the court. This fact was admitted by plaintiff Nos. 3 and 4 as well. Later on by filing application (Exh.287), the plaintiffs got deleted names of plaintiff Nos.3 and 4 from the title clause as well. So, in this way the plaintiff No.1-C and 1-D and plaintiff No.2 stepped in to the shoe of plaintiff No.3 and 4 and now by this suit plaintiff No.1-A to 1-

D and 2 are only claiming specific performance of agreement to sell (Exh.156).

16. The defendants have also no objection to it. Not only this during pendency of present suit some of the defendants have also executed sale-deed of their share in favour of the plaintiff Nos.1-A to 1-D and 2. Further it appears that, the parties have arrived at compromise out of the court. Therefore, due to the reason of unchallenged testimonies and documents on record it is required to be held that, the plaintiffs have duly proved that, the defendant Nos.1 to 7 had executed agreement to sell dated 04/10/2008 in favour of the plaintiffs and they have received an amount on Rs. 34,00,000/- as part consideration and an amount of Rs.2,00,000/- as expenses from the plaintiffs.

17. Further, as no evidence has been led by the defendants, so it can not be said that, the defendants have proved that the agreement in question is not enforceable. So also, as per the terms and conditions of the agreement the plaintiffs were supposed to pay an amount of Rs. 51,00,000/- to the defendants before 07/12/2008. Therefore, in view of this discussion I answer issue No.1 and 2 in the negative and issue No.3, 4 in the affirmative.

As to issue No.5 and 6

18. Already the plaintiffs have deposited remaining amount of consideration in the court itself. Nothing is on record to disbelieve their contentions. So, in my view the plaintiffs are entitled for specific performance of the agreement to sell and for getting executed the sale-deed from the defendants, so also for possession of the suit property. Therefore, in view of this discussion I answer issue No.5

and 6 in the affirmative.

As to issue No.7 and 8

19. Though the plaintiffs have claimed compensation as well as mesne profit from the defendants. But, no satisfactory or cogent evidence has been brought on record to show that, defendants were getting specific income from the suit property or they were intentionally avoiding execute the sale-deed in favour of the plaintiffs and their conduct was to caused harassment of the plaintiffs.

20. Further, it has come on record or it is an admitted position that, after execution of agreement to sell, there were disputes between the defendants and their families. Due to these family problems they were unable to execute the sale-deed. Therefore, in my view the conduct of the defendants was not such that to cause harassment of the plaintiffs, or they had avoided to execute the sale-deed. Thus, in my view the plaintiffs are not entitled for compensation as well. Hence, I answer issue No.7 and 8 in the negative.

As to issue No.9

21. As still possession of the suit property is not handed over to the plaintiffs. So, also nothing is brought on record to show that the defendants were and are trying to alienate the suit property or create third party interest in it. Therefore, in my view the plaintiffs are not entitled for permanent injunction as well. Hence, I answer issue No.9 in the negative.

22. In view of discussion of issue No.1 to 9, this court has come to the conclusion that, suit is required to be decreed.

Considering the nature of the suit and the peculiar circumstances of it, in my view it will be proper to direct both parties to bear their own cost. Hence, in the result in answer to issue No.10, I pass following order:-

ORDER

1. Suit is hereby partly decreed.
2. Defendant No.1 to 7 is directed to execute the sale deed in favour of plaintiff Nos.1/A to 1/D and 2 within one month from the date of this order and handover the possession of it to the plaintiff No.1/A to 1/D and 2.
3. In case of failure of the defendant No.1 to 7 to execute the sale deed and hand over the possession to plaintiff Nos.1/A to 1/D and 2 will be entitled to get executed the sale-deed and take possession through the Court
4. Decree be drawn up accordingly.
5. No order as to costs.

Place :- Sangli.
Date :- 07/03/2026

(Vibha P. Gaikwad)
Jt. Civil Judge Sr. Dn.Sangli.

CERTIFICATE

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

Name of the Stenographer.	:	D.S. Pawar, Grade-2
Court.	:	Jt. Civil Judge senior Division,Sangli.
Date of Judgment	:	07/03/2026
Judgment signed by the Presiding Officer on.	:	02/04/2026
Judgment uploaded on.	:	02/04/2026