ORDER BELOW EXH. 5 IN RCS NO. 634/2025
(CNR No.MHST-070055602025)

Shankar Bhimrao Jambure (Musale) and others --- Plaintiffs.
Vs.
Dattatraya Ranu Pawar and others --- Defendants.

The present application has been filed by the plaintiffs under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 (hereinafter referred to as "the C.P.C."), seeking a temporary injunction against defendant No. 3. Defendant Nos. 1 to 3 have filed a composite written statement along with their say at Exh. 16 opposing the application.

2. I have perused the application, the say filed by the defendants, and the record. I have also heard learned Advocate Shri. S.E. Divate for the plaintiffs and learned Advocate Shri A.D. Rainak for defendant Nos. 1 to 3.

Plaintiffs' Case in Brief :-

3. The plaintiffs have contended that Gat Nos. 305/8/1 and 305/8/2, situated within the limits of Malkapur, Taluka Karad, District Satara, corresponding to old Survey No. 400/8 within the limits of Karad, constitute the suit property. According to the plaintiffs, their predecessor-in-title, namely Joti Tukaram Musale, was the owner of the suit property.

4. It is further alleged that the predecessor of defendant Nos. 1 and 2, namely Ranu Aauba Pawar, relinquished his rights in old

Survey Nos. 401/4A and 400/12 in proceedings bearing No. 32G/ER/1524/A before the Tribunal. Consequently, Mutation Entry No. 13699 was effected and the name of the plaintiffs' predecessor came to be recorded in the revenue record (7/12 extract).

5. Thereafter, it is alleged that neither the predecessor of the plaintiffs nor defendant Nos. 1 and 2 paid the purchase price. Ranu Aauba Pawar made a statement before the Circle Officer that he did not wish to purchase the property as a tenant. Consequently, Mutation Entry No. 16065 cancelling Mutation Entry No. 13237 came to be effected. However, despite the said cancellation, the name of the plaintiffs' predecessor was not entered in the revenue record in respect of the suit property. Taking undue advantage of this omission, the defendants allegedly got the names of the legal heirs entered in the revenue record.

6. The plaintiffs have further contended that on 24/12/2009, defendant Nos. 1 and 2 filed an application before the Tahsildar for permission to deposit the purchase price. According to the plaintiffs, the Tahsildar granted permission on 31/12/2009, within six days of the application, without conducting any inquiry or verifying the relevant documents. Thereafter, on 06/01/2010, the purchase price was deposited and a certificate under Section 32M of the Maharashtra Tenancy and Agricultural Lands Act, 1948, was issued.

7. It is further alleged that defendant Nos. 1 and 2 subsequently sold the suit property to defendant No. 3. The plaintiffs issued a legal notice to the defendants on 12/08/2025; however, the defendants failed to reply to the said notice. Hence, the present suit has been filed seeking a declaration of ownership and a declaration that the sale deeds executed in favour of defendant No. 3 are not binding upon the plaintiffs.

8. By way of the present application, the plaintiffs have prayed for a temporary injunction restraining defendant No. 3 from creating any third-party interest in respect of the suit property during the pendency of the suit.

Defence of the Defendants :-

9. Defendant Nos. 1 to 3 have filed a composite written statement and say at Exh. 16 opposing the application. They have denied the averments made by the plaintiffs and have contended that the application is devoid of merits.

10. The defendants have contended that old Survey No. 400/8, corresponding to new Gat No. 305/8, was originally owned by Panth Pratinidhi, while Tukaram Musale was merely a tenant thereof. Subsequently, the name of the predecessor of defendant Nos. 1 and 2, namely Ranu Aauba Pawar, came to be recorded as a tenant in the revenue records from the year 1949-50. Ranu Aauba Pawar used to deliver the landlord's share of the agricultural produce annually to the predecessor of the plaintiffs.

11. According to the defendants, on the Tillers' Day, i.e., 01/04/1957, Survey Nos. 400/4A, 400/12, and 400/8 were in the possession of the predecessor of defendant Nos. 1 and 2. Being desirous of purchasing the tenanted lands, Ranu Aauba Pawar initiated proceedings bearing No. ER-1524 before the Tribunal for fixation of the purchase price. By order dated 20/01/1966, the Tribunal fixed the purchase price and directed that a purchase certificate be issued upon payment of the said amount.

12. The defendants have further contended that although the predecessor of defendant Nos. 1 and 2 did not initially deposit the purchase price, he subsequently filed a fresh proceeding bearing No. ER-1524/A stating that he did not intend to purchase Survey Nos. 401/3A and 400/12, but desired to purchase only Survey No. 400/8, as it was conveniently situated near his residence.

13. The defendants have further contended that, pursuant thereto, the statements of the concerned parties were recorded. On 06/01/1966, the purchase price of Survey No. 400/8 was fixed at Rs.948/-, and on 08/01/1966 the said amount was accepted by the predecessor of the plaintiffs. Joti Tukaram Musale acknowledged receipt of the purchase price.

14. According to the defendants, the order dated 07/01/1966 passed in ER No. 1524/A specifically records that the earlier order stood cancelled. Therefore, the plaintiffs have no subsisting right to challenge the said proceedings.

15. The defendants have further submitted that there was no separate document evidencing payment of purchase amount. Hence, merely to avoid any technical objections, they filed an application on 23/12/2009 seeking permission to deposit the purchase price along with interest. Pursuant to the order dated 07/01/2010, the defendants deposited the purchase price together with interest. 32M certificate is issued in favour of defendants. Since then, they have remained in possession of the suit property. It is also contended that the plaintiffs never challenged the said proceedings for several decades and that the present suit is hopelessly barred by limitation.

16. The defendants have further contended that they had instituted proceedings before the Sub-Divisional Officer bearing No. MR-15/464/2001 seeking relaxation of the restriction on transfer of the land. After obtaining the requisite permission, defendant Nos. 1 and 2 executed a registered sale deed dated 03/02/2022 in favour of defendant No. 3 in respect of 30 Ares of land.

17. Thereafter, Gat No. 305/8 was subdivided into Gat Nos. 305/8/1 and 305/8/2. On 22/03/2024, defendant No. 3 purchased Gat No. 305/8/2. It is, therefore, contended that defendant No. 3 is the lawful purchaser and is in possession of the suit property. Defendant No. 3 has also incurred substantial expenditure towards the development of the property. Hence, if the temporary injunction sought by the plaintiffs is granted, the defendant No. 3 would suffer irreparable loss and hardship. Accordingly, defendants have prayed for rejection of the application.

Points for Determination :-

18. Having considered the rival submissions of both parties, the following points arise for determination, along with the findings and reasons thereon:

Sr.No.	Points		Findings
1.	Whether the plaintiffs have prima facie case ?	..	In Negative

2.	Whether balance of convenience lies in favour of plaintiffs ?	..	In Negative
3.	Whether plaintiffs will suffer irreparable loss if injunction is not granted ?	..	In Negative
4.	What order ?	..	As per final order.

REASONS

As to Points No. 1 to 3 :-

19. These points are interlinked; therefore, they are taken up for common discussion.

20. When the plaintiffs seeks the discretionary relief of an injunction, he must establish that he has a *prima facie* case, that the balance of convenience lies in his favour, and that he would suffer irreparable loss or injury if the injunction is not granted. The foremost requirement is that the plaintiff must make out a *prima facie* case in support of the rights claimed by him. The evidence led by the plaintiff must be such that the Court is satisfied there exists a bonafide dispute, that there is a strong case for trial requiring investigation and adjudication on merits, and that, based on the facts before the Court, there is a probability of the plaintiff being entitled to the relief claimed. Thus, the existence of a *prima facie* right and its infringement is a condition precedent for the grant of a temporary injunction.

21. To support his claim, the plaintiffs have relied upon the following documents:

1. 7/12 extract of gat No. 305/8/1 and 305/8/2 at Exh. 3/1.

2. Mutation Entry No. 13699 in respect of Gat No. 401A and 400/12 at Exh. 3/2.
3. Extract of M.E. No. 522 at Exh. 3/3.
4. Order of Tahsildar at Exh. 3/4.
5. Order of Tahsildar at Exh. 3/5.
6. Legal notice sent to Defendants at Exh. 3/6.
7. Power of Attorney at Exh. 3/7.

22. On the other hand, defendants have relied upon the following documents:

1. The order passed under Section 32G of the B.T.A.L. Act in the name of the defendant's predecessor-in-interest, Ranu Aauba Pawar at Exh. 19/1.
2. Order regarding payment of purchase amount in the name of Ranu Pawar at Exh. 19/2.
3. Order directing the payment of the purchase amount in the name of Ranu Pawar at Exh. 19/3.
4. Statement of Ranu Pawar in CR No. 524-A at Exh. 19/4.
5. Statement of Joti Musale in CR No. 524-A at Exh. 19/5.
6. Order passed in CR 524-A regarding Survey No. 400/8 at Exh. 19/6.
7. Order passed in CR 524-A regarding Survey No. 401/4A and 400/12 at Exh. 19/7.
8. Order passed directing Ranu Pawar to pay the purchase amount in Survey No. 400/8 at Exh. 19/8
9. Notice issued to Ranu Pawar regarding the payment of the

purchase amount at Exh. 19/9.

10. Application submitted by the Defendant to the Tahsildar at Exh. 19/10.
11. Office note from the government office regarding the application of Defendant No. 1 at Exh. 19/11.
12. Receipt for the payment of the sale amount by Defendant Nos. 1 and 2 at Exh. 19/12.
13. Sale certificate under Section 32M issued in the name of Defendant Nos. 1 and 2 at Exh. 19/13
14. Pre-purchase notice published in Dainik Tarun Bharat by the Defendant prior to purchasing the suit property at Exh. 19/14.

23. The present suit has been filed seeking a declaration of ownership and a declaration that the sale deeds executed in favour of defendant No. 3 are not binding upon the plaintiffs. It is an admitted fact that Ranu Aauba Pawar was the tenant in respect of old Survey Nos. 400/12, 400/4A, and 400/8, whereas Joti Tukaram Musale was the owner of the said lands.

24. The record reveals that, by order dated 29/01/1965 passed by the Bombay Tenancy and Agricultural Lands Tribunal (for short, "the B.T.A.L."), the purchase price of old Survey Nos. 400/12, 400/4A, and 400/8 was fixed at Rs.3,128/-. Consequently, an order in Form No. 6 was issued on 10/02/1965, and notice was served upon Ranu Aauba Pawar directing him to deposit the purchase price.

25. The statement of Ranu Aauba Pawar was recorded on

06/01/1966, wherein he stated that he did not intend to purchase Survey No. 401/3A and 400/12 but desired to purchase only Survey No. 400/8. He expressed his willingness to pay the purchase price in respect of Survey No. 400/8. On the same day, Joti Tukaram Musale stated that he desired to resume possession of Survey Nos. 400/3A and 400/12, to which Ranu Aauba Pawar gave his consent. Accordingly, in Proceedings No. ER-1524/A, the B.T.A.L. fixed the purchase price of Survey No. 400/8 at Rs.948/-. Consequently, on 07/01/1966, an order in Form No. 6 was issued fixing the purchase price at Rs.948/- for Survey No. 400/8, and a notice was issued to Ranu Aauba Pawar directing him to deposit the said amount.

26. However, there is no material on record to show that Ranu Aauba Pawar deposited the purchase price of ₹948/- for Survey No. 400/8 within the prescribed period. Further, Mutation Entry No. 16065 records the cancellation of Mutation Entry No. 13237 and mentions that Ranu Aauba Pawar did not intend to purchase Survey Nos. 400/12, 400/4A, and 400/8. The said mutation entry was certified on 27/12/2008. Mutation Entry No. 13699 also reflects deletion of the name of Ranu Aauba Pawar as tenant in respect of Survey Nos. 400/4A and 400/12.

27. At this stage, there is no material available on record to establish that Ranu Aauba Pawar had deposited the purchase price of Rs.948/- pursuant to the order dated 07/01/1966. Further, the mutation entries indicate that his name was deleted as a tenant from survey number. There is also no material to show that the said mutation entries were ever challenged before the competent authority.

28. At this point, it is necessary to see that, whether there is any time limit provided for payment of purchase price in BTAL Act and effect of non payment of purchase price within prescribed period.

29. Section 32K of the Maharashtra Tenancy and Agricultural Lands Act provides that the purchase price is ordinarily required to be paid within one year from the date on which the purchase price is fixed. The Tribunal may extend the period by a further period not exceeding one year upon sufficient cause being shown by the tenant purchaser. In the case of a non-permanent tenant, the purchase price may be paid in instalments. In the present case, there is no pleading that Ranu Aauba Pawar was a permanent tenant. On the contrary, he appears to have been treated as a deemed tenant.

30. Section 32K(1)(ii) provides that the purchase price shall be deposited either in a lump sum within one year from the date of fixation of the price or in twelve annual instalments carrying interest at the rate of 4½% per annum, on such dates as may be fixed by the Tribunal. Sub-section (1A) further permits a tenant-purchaser who has failed to deposit the purchase price within the prescribed period to deposit the amount within three months after expiry of the prescribed period or within six months from the commencement of the Bombay Tenancy and Agricultural Lands (Amendment) Act, 1964, whichever is later, together with additional interest as prescribed.

31. Further, Section 32K(1B) provides that where the tenant-purchaser fails to pay the purchase price within the stipulated period or commits default in payment of four instalments, he may apply to the Tribunal for condonation of delay by showing sufficient cause. Upon holding such inquiry as it deems fit, the Tribunal may grant further time, not exceeding one year, and may also increase the number of instalments up to sixteen.

32. Section 32K(3) provides that where the tenant-purchaser fails to pay the entire purchase price within the period prescribed under Section 32K or is in arrears of four instalments, the unpaid purchase price together with interest at the prescribed rate shall be recoverable by the Tribunal as arrears of land revenue.

33. Section 32M provides that if recovery of the purchase price as arrears of land revenue under Section 32K(3) fails, the purchase shall become ineffective and the land shall thereafter be disposed of by the Tribunal in accordance with Section 32P. It further provides that any amount deposited by the tenant-purchaser towards the purchase price shall be refunded. Sub-section (2) of Section 32M further provides that where the tenant-purchaser continues in possession at the commencement of the Bombay Tenancy and Agricultural Lands (Amendment) Act, 1964, the purchase shall not become ineffective merely because of default in payment unless recovery proceedings under Section 32K(3) have failed.

34. Thus, before a purchase can be treated as ineffective, it is necessary that the Tribunal should initiate proceedings for recovery of the unpaid purchase price as arrears of land revenue. Section 32P further provides that where the purchase becomes ineffective under Sections 32G or 32M, or where the tenant fails to exercise the statutory right of purchase, the Tribunal may, either suo motu or on an application, direct disposal of the land in the manner prescribed therein.

35. Therefore, it is necessary to examine whether the tenant-purchaser exercised his statutory right of purchase within the time prescribed under the Act and, if not, whether the purchase subsequently became ineffective on account of non-payment of the purchase price in accordance with the procedure contemplated under Sections 32K, 32M, and 32P.

36. In ***Shamrao Tukaram Patil v. Deepak Shivaji Patil and Others (decided on 11 December 2018)****, the Hon'ble Bombay High Court observed as follows*:

"Thus, even if the Tribunal is right in holding that no limitation is prescribed under Section 32-P of the Act, nonetheless, the Tribunal is not right in holding that the proceedings need not be initiated within a reasonable time. In my opinion, proceedings under Section 32-P have to be initiated within a reasonable time. What constitutes a reasonable period would depend upon the facts and circumstances of each case."

37. The Hon'ble High Court further clarified that the Tribunal must determine whether proceedings under Section 32P were initiated within a reasonable time and should not decide any other issues beyond the scope of the remand.

38. The above decision indicates that although no statutory period of limitation is prescribed for initiation of proceedings under Section 32P, such proceedings must nevertheless be commenced within a reasonable time, depending upon the facts of each case.

39. In ***Sunita Vilas Gavali v. Balvant Shankar Gadave (Writ Petition No. 7315 of 1999, decided on 14 February 2023)***, the Hon'ble Bombay High Court held as follows:

"The Tribunal is under a statutory obligation to take effective steps to recover the purchase price by following the procedure prescribed under Section 32K. Until such recovery proceedings fail, the purchase does not become ineffective. It is only after all attempts to recover the purchase price have failed that the purchase becomes ineffective under Sections 32K(3) and 32M."

40. The Hon'ble High Court further held that merely because the tenant failed to apply for extension of time to deposit the purchase price, it cannot automatically be inferred that the purchase has become ineffective.

41. In the present case, however, the plaintiffs have not placed on record any material to show that, after the alleged failure of Ranu Aauba Pawar to deposit the purchase price, the Tribunal initiated recovery proceedings under Section 32K(3) or proceedings under Section 32P of the Act. On the contrary, the record indicates that the defendants subsequently deposited the purchase price pursuant to the order passed by the Tahsildar and obtained a certificate under Section 32M, which carries statutory evidentiary value regarding completion of the purchase by the tenant. Merely relying upon Mutation Entry No. 16065, particularly when it contains apparent overwriting and subsequent corrections relating to inclusion of Survey No. 400/8, would not, at this interlocutory stage, be sufficient to hold that the earlier proceedings before the Tribunal stood nullified or that the purchase had become ineffective.

42. Furthermore, the plaintiffs have not produced any order of the competent Tribunal demonstrating that the predecessor of defendant Nos. 1 and 2, namely Ranu Aauba Pawar, had expressly relinquished or abandoned his right to purchase Survey No. 400/8. On the contrary, the record of Proceedings No. ER-1524/A indicates that he specifically expressed his willingness to purchase Survey No. 400/8 while relinquishing his claim only in respect of Survey Nos. 400/3A and 400/12. At this stage, therefore, the material on record does not prima facie support the plaintiffs' contention that the tenancy purchase proceedings in respect of Survey No. 400/8 had become ineffective or stood cancelled.

43. The plaintiffs have relied upon following authority.

Gaurav Rajeshbhai Desai and others Vs. Yogyanarayan Prabhunath Mishra and And..on 17 February, 2026.

I have gone through the above-cited authority. The authority is distinguishable on facts; therefore, this authority is not helpful to the plaintiff.

44. In view of the above discussion, I am of the considered opinion that the plaintiffs have failed to establish a prima facie right in the suit property. The plaintiff has not made out a prima facie case. Moreover, it is a settled principle of law that if the plaintiff fails to establish a prima facie case, other factors such as balance of convenience and irreparable loss need not be considered, and an injunction cannot be granted in the plaintiff’s favor.

45. On this point, I rely upon the following judgment of the Hon'ble Bombay High Court. In the case of ***Bhavana vs. Navneet,*** dated 28/10/2014, the Hon'ble Bombay High Court held that: *"Once it is found that there is no prima facie case established, further aspects such as the conduct of the appellants, balance of convenience, etc., are immaterial and need not be considered."*

46. Hence, in view of the above discussion, I am of the considered opinion that the plaintiffs have prima facie failed to establish the necessary elements for the grant of a temporary injunction. Accordingly, I answer Points No. 1 to 3 in the "Negative".

As to Point No. 4 :-

47. In view of the findings on Points No. 1 to 3 above, I proceed to pass the following order. Costs will follow the event.

ORDER

1]	The Application (Exh.5) is rejected.
2]	Costs in main cause.

Digitally signed by ASHA VISHAL MOHITE
Date: 2026.07.14 17:35:08 +0530

Place :- Karad.
Date :- 14/07/2026.

(Smt. A.V. Mohite)
2nd Jt. Civil Judge (Jr. Div.), Karad.
Tal. Karad, Dist. Satara.