

Order below Exhibit 05 in Regular Civil Suit no. 17 of 2025

The plaintiff has filed the present application to restrain the defendants from conveying the suit property to any third person by virtue of any sale-deed or any other documents.

2. The plaintiff contended that an area of 81R out of total 1H 80R in Block no.62 situated at Khambala, Taluka:Manora, District:Washim is owned by the plaintiff. An are of 99R (here-in-after referred to as the 'suit property') in the same Block no. 62 is owned by the defendant no.1. The defendant no.1 residing at Wai, Taluka:Karanja (Lad), District:Washim and hence was unable to cultivate his area. Hence he expressed his desire to sale it to the plaintiff for a consideration amount of Rs.2,00,000/- and agreement to sale was executed on Rs.500/- stamp paper and the plaintiff gave an earnest money of Rs. 65,000/- to the defendant no.1 and it was decided to give the remaining amount of Rs.1,35,000/- on 30.04.2025 and before at the time on execution of sale deed-between them. The defendant no.1 took responsibility to clear the charge of an amount of Rs.85,000/- of Lokshahir Annabhau Sathe Development Board Limited, Washim and to demarcated the suit property. The charge was mutated on the 7/12 extract of the suit property. Hence it was impossible to execute a sale-deed. Thereafter the plaintiff again asked the defendant to remove the charge and execute a sale-deed. But the defendant no.1 instead of doing it executed a sale-deed in favour of the defendant no.2 on 24.02.2025 vide sale-deed bearing no.470 of 2025. When the plaintiff became aware of the said fact, he procured the copy of said sale-deed. The

defendant no.1 also forged the 7/12 extract of the suit property and removed the entry of charge of Lokshahir Annabhau Sathe Development Board Limited, Washim on the 7/12 extract. When the suit was instituted there was charge on the suit property in the 7/12 extract. Hence the plaintiff filed a report in Manora Police Station but they did not pay any heed. Hence the plaintiff sent a report in that regard to the Sub-Divisional Police Officer and Police Superintendent, Washim. But they also did not pay any heed. The sale-deed bearing sale deed no.470 of 2025 is executed on the basis of false 7/12 extract. The defendant no.1 no right to convey the suit property to the defendant no.2 when the agreement to sale was in existence. The said sale-deed is not binding on the plaintiff. Hence prayed to allow the application.

3. Despite the defendants appear they did not filed their say to the said application hence an order of application to proceed without say of the defendants was passed.

4. The following points arise for consideration on which the findings are recorded along with the reasons as follows :

Sr.No	Points	Findings
1	Whether the plaintiff has made out a prim-facie case ?	No.
2	Whether balance of convenience tilts in favour of the plaintiff ?	No.
3	Whether the plaintiff will suffer irreparable loss if the injunction is refused ?	No.
4	What order ?	As per final order.

REASONS

As to points no.1 to 3 :

5. Since all the points are interlinked, they are taken together to avoid repetition of discussion of evidence.

6. In order to substantiate his contentions, the plaintiffs relied on document viz. copy of 7/12 extract (Exh.4/1), report sent to Police Station, Manora by the plaintiff (Exh 4/2), application by the plaintiff to the Talathi, Khambala (Exh.4/3), application to Circle Officer, Shendurjana (A) given by the plaintiff (Exh.4/4), acknowledgment receipt (Exh.4/5), copy (Exh.4/6) of notarized agreement to sale dated 05.012.2024 and copy (Exh.4/7) of sale-deed executed by defendant no.1 in favour of defendant no.2 bearing sale-deed no. 470 of 2025 dated 24.02.2025.

7. In the latest judgment of Hon'ble Bombay High Court in Salim Baig Akhtar Baig versus Sayyad Nawaid Sayyad Nazir 2025 BHC AUG 19926 decided on 29.07.2025, it has been held that ' Issar Pawati or agreement to sale neither registered nor stamp sufficiently stamped and executed on Rs.500/- bond paper and notarized is inadmissible being in sufficiently stamped. An agreement which is unstamped and unregistered cannot be relied upon to grant interim injunction's, even if its execution is admitted by the defendant, as such a document is inadmissible in law until duly stamped and impounded under the provisions of the Indian Stamp Act.' In the present case, possession of property is not delivered. The present suit is instituted for simplicitor injunction.

8. In view of above judgment and at this juncture, considering the documents on record, the plaintiff has failed to prove prima-facie case. The balance of convenience is also not in favour of the plaintiff. If the temporary injunction is granted then certainly irreparable loss would be caused to the defendant. In this peculiar facts and circumstances of the present case, there is no propriety in the present application. Hence the findings to points no.1 to 3 are answered in the negative.

As to point no.4:

9. In view of findings to points no.1 to 3 in the negative, the application is devoid of merits.

Accordingly, the following order is passed :

ORDER

- 1) The application(Exh.5) is rejected.
- 2) Parties to bear their own costs.

Place : Manora
Date : 06.10.2025

(J. T. Koregaonkar)
Civil Judge (Junior Division)
Manora