

MHYA070014822020



Received on :- 07/08/2020

Registered on :- 07/08/2020

Decided on :- 12/06/2026

Duration :- 05Ys.08 Ms. 05Ds.

**IN THE COURT OF CIVIL JUDGE, (S.D.), DARWHA, DISTRICT
YAVATMAL.**

(Presided Over By : Shri. S. S. Aradwad)

Special Civil Suit No. 13/2020

Exh.56.

Gulmohammad Abdul Rajjak Fanan,
Age - 56 Years, Occu.-Service,
R/o. Old vasti, Arni, Tal. Arni,
District Yavatmal.

...Plaintiff.

Vs

Sayyed Imam Sayyed Karim
Age - 47 Years, Occu.- Agriculturist,
R/o. Amraipura, Tal. Arni,
Dist. Yavatmal.

...Defendant.

Claim:- Suit for Specific performance of contract.

Appearances :- Ld. Adv. Shri. R. I. Munde for Plaintiff.
Ld. Adv. Shri. S. G. Varshani for defendant.

J U D G M E N T
(Delivered on 12/06/2026)

01. This suit is for Specific performance of contract.

Brief facts of the plaintiff's case are as under.

02. According to plaintiff, plaintiff is resident of Arni at old

vasti, Tq. Arni, District Yavatmal. According to the plaintiff, the defendant is also resident of Arni and he is owner and possessor of plot situated at Ward No. 4, Amraipura, A.N.PN. 112, bearing house property No. 2228, admeasuring area 33 ft× 33 ft, total area 1089 square feet, situated at Amraipura, Tq. Arni, Dist. Yavatmal. According to plaintiff, the four boundaries of the property are as below;

Towards East - 10 feet road,

Towards West - house of the Sayyed Isub Shaikh Baba Miya,

Towards South -15 feet road,

Towards North - Madarsa of children.

(Henceforth, above property would be referred as 'suit property' for the purpose of convenience). According to plaintiff, defendant was desirous to sell the suit property due to his personal financial difficulties.

03. According to plaintiff, it was agreed between the plaintiff and defendant that the consideration amount of suit property was fixed of Rs.5,12,000/- and out of that amount, the plaintiff has paid amount of Rs.1,15,000/- as earnest amount to the defendant. According to plaintiff, it was agreed between plaintiff and defendant that the registered sale-deed of the suit property will be executed on 10/04/2020 and remaining amount of consideration i.e. Rs.3,62,000/- would be paid on the date of registration of the sale-deed of the suit property. According to plaintiff, accordingly agreement to sell, dated 20/12/2019 was prepared and it was registered with notary public.

04. According to plaintiff, in the meantime Covid-19 lock down

was imposed and due to that the sale-deed could not be executed on 10/04/2020. According to plaintiff, as per discussion between them the date for execution of registered sale-deed was fixed as 11/05/2020. According to plaintiff, on 11/05/2020 he remained present at the Sub Register Office, Arni for getting executed registered sale-deed of the suit property, however, the defendant did not appeared. According to plaintiff, he has purchased stamp of Rs.100/- on that date for marking his presence at the Sub Registrar office, Arni. According to plaintiff, he has many time asked defendant to execute the registered sale-deed of the suit property, however, he has avoided the same. According to plaintiff, therefore, on 03/06/2020 he has issued legal notice to the defendant and asked him to execute registered sale-deed of the suit property on 18/06/2020. According to plaintiff, on 18/06/2020 he remained present at the Sub Registrar Office, Arni along with balance amount of consideration, however, defendant remained absent there. According to plaintiff, for marking his presence at the Sub Registrar Office, Arni, on 18/06/2020 he has purchased a stamp of Rs.100/-.

05. According to plaintiff, the defendant was not ready and willing to willing to execute the registered sale-deed of the suit property. Therefore, he has issued legal notice to the defendant, however, in vain. According to plaintiff, therefore, he has filed present suit against the defendant. According to plaintiff, he came to know that the defendant is going to allanite the suit property in favour of third person. According the plaintiff, he was always ready and willing to perform his part of contract, however, the defendant has avoided the same on various pretext. Therefore, plaintiff prayed for decreeing the suit and directing defendant to execute the registered sale-deed of the suit property in favour of plaintiff by accepting balance amount of

consideration. Plaintiff also prayed for executing the registered sale-deed of the suit property in his favour, if defendant failed to execute it. Plaintiff also prayed for granting the relief of perpetual injunction against defendant.

06. Accordingly, suit summons were issued to the defendant. The defendant appeared before the court and filed written statement vide Exh.15. The defendant has denied most of the contention of plaintiff. Defendant has not disputed that he is owner of the suit property. Defendant has denied that he was facing financial difficulties, therefore, he was planning to sell the suit property. Defendant has denied that he has entered into an agreement to sell with plaintiff regarding the suit property and consideration amount was fixed of Rs.5,12,000/-. The defendant has denied that the said agreement to sell was registered with notary and as per the said agreement to sell, the sale-deed was to be executed on 10/04/2020. Defendant has also denied that due to Covid-19 pandemic situation, the registered sale-deed of the suit property could not be executed on 10/04/2020. The defendant also denied that by mutual consultation the new date i.e. 11/05/2020 was fixed for execution of sale-deed by accepting the balance amount of consideration. The defendant has denied that on 11/05/2020 the plaintiff was present at the Sub Registrar Office for getting executed the registered sale-deed of the suit property by accepting balance amount of consideration. The defendant has denied that for marking his presence at Sub Registrar office, Arni on 11/05/2020, the plaintiff has purchased a bond of Rs.100/-. The defendant has also denied that plaintiff has issued a registered notice, dated 03/06/2020 and asked for execution of the registered sale-deed of the suit property. Defendant has denied that he is going to alienate

suit property in favour of third person. The defendant has further submitted that plaintiff has not properly valued the suit and paid requisite court fees. Therefore, on these counts defendant prayed for dismissal of suit.

07. According to defendant, in fact, the defendant is a Truck Driver by profession and staying at Arni. According to defendant, he is staying at suit property being the owner and possessor of the suit property. According to plaintiff, except the suit property, he is not having any other property for his residence. According to defendant, he is having one daughter and for her marriage expenses, he was in need of money. According to defendant, plaintiff is doing the illegal money lending business and therefore, he sought for an amount of Rs.1,00,000/- to plaintiff for the marriage expenses of his daughter. According to defendant, the plaintiff has given him an amount of Rs.1,00,000/- at the rate of 5% interest per month. According to defendant, he has repaid principal amount of Rs.1,00,000/- along with five months interest Rs.50,000/-, total amount of Rs.1,50,000/- to the plaintiff. According to defendant, a nominal agreement was executed in favour of plaintiff just by way of security to the alleged money lending transaction. According to defendant, it was also agreed between the plaintiff and defendant that after repayment of borrowed amount, plaintiff will execute the cancellation of agreement to sell in favour of defendant. According to defendant, after returning the borrowed amount, he requested plaintiff to execute the cancellation of agreement to sell, however, plaintiff has avoided the same on various pretext. According to defendant, the plaintiff is trying to grab out the suit property on the nominal consideration amount and this is not as per the market value. Defendant submitted that the plaintiff has filed present

false suit, therefore, defendant prayed for dismissing the suit with costs.

08. After considering the rival contention of both the parties my learned predecessor has framed issues vide Exh.28. I have reproduced those issues along with my findings thereon for the reasons stated below.

Sr. No.	Issues	Findings
01.	Does the plaintiff prove that defendant has executed an agreement to sell, dated 20/12/2019 in favour of plaintiff?	In the affirmative.
02.	Does the plaintiff prove that the consideration amount of the suit property was fixed of Rs.5,12,000/- ?	In the affirmative.
03.	Does the plaintiff prove that plaintiff has paid an amount of Rs.1,50,000/- to the defendant by way of earnest amount ?	In the affirmative.
04.	Does the plaintiff prove that he was always ready and willing to perform his part of contract ?	In the affirmative.
05.	Does the plaintiff prove that due to the Covid 19 pandemic restrictions, lock down was imposed by the Government authorities and due to that plaintiff was unable to get executed the registered sale-deed of the suit property on given date and by mutual consultation, it was fixed as 11/05/2020 ?	In the affirmative.
06.	Does the defendant prove that the nominal agreement to sell, dated 20/12/2019 was executed just by way of security to the money lending transaction?	In the negative.

07.	Does plaintiff prove that he is entitled for the relief of specific performance of contract ?	In the affirmative.
08.	Does plaintiff prove that he is entitled for the recovery of possession of the suit property?	In the affirmative.
09.	Does plaintiff prove that he is entitled for the relief of the perpetual injunction against defendant ?	In the affirmative.
10.	What Order and Decree ?	As per final order..

:: REASONS ::

09. In support of his contention, plaintiff has examined himself as PW-1 Gulmohammad Abdul Rajjak Fanan vide Exh.31 and examined one more witness as PW-2 Suttar Nabu Sakale, an attesting witness on the agreement to sell vide Exh.45. The plaintiff has closed his evidence by filing evidence close pursis vide Exh.47.

10. In support of his contention defendant has examined himself DW-1 Sayyed Imam Sayyed Karim vide Exh.48. The defendant has closed his evidence by filing his evidence close pursis vide Exh.55.

11. In support of his contention plaintiff has filed following documents on record;

Sr.No.	Particulars	Exhibits
1.	Original agreement to sell, dated 20/12/2019.	36
2.	Office copy of notice, dated 30/06/2020.	37

3.	Postal Acknowledgment Receipt.	38
4.	Original stamp of Rs.100/- in the name of plaintiff, dated 11/05/2020.	39
5.	Original stamp of Rs.100/- in the name of plaintiff, dated 18/06/2020.	40
6.	The application given to the Sub Register Office, Arni, dated 03/12/2021.	41

12. In support of his contention defendant has not filed any documentary proof on record.

As to issue No.1, 2 and 3:-

13. The issue No. 1, 2 and 3 are interconnected with each other therefore taken up for discussion together.

14. Plaintiff contended that defendant has executed an agreement to sell, dated 20/12/2019 of the suit property in his favour. Plaintiff has also contended that the consideration amount of the suit property was fixed of Rs.5,12,000/-. The plaintiff has also contended that he has paid an amount of Rs.1,50,000/- to the defendant by way of earnest amount. The above things have been denied by the defendant. The defendant contended that he has not executed agreement to sell, dated 20/12/2019 of suit property in favour of plaintiff. Defendant also contended that the consideration amount of the suit property was not fixed of Rs.5,12,000/-. The defendant has also contended that he has not received the amount of Rs.1,50,000/- from plaintiff by way of an earnest amount. In support of his contention, plaintiff has examined himself PW.1 Gulmohammad Abudl Rajjak Fanan vide Exh.31 and

reiterated those facts. Plaintiff deposed that defendant has executed agreement to sell, dated 20/12/2019 of the suit property in his favour. Plaintiff has specifically deposed that the consideration amount was fixed of Rs.5,12,000/-. Plaintiff also deposed that he has paid the amount of Rs.1,50,000/- to the defendant by way of earnest amount. In support of his contention, plaintiff has filed certain documents on record. In support of his contention, plaintiff has filed on record the notarized original agreement to sell, dated 20/12/2019 vide Exh.36. The contents of the said agreement to sell vide Exh.36 reveals that the said agreement to sell has been executed by defendant in favour of plaintiff regarding suit property. The contents of the said agreement to sell also reveals that the consideration amount was fixed of Rs.5,12,000/- and out of this much amount, the defendant has received an amount of Rs.1,50,000/- by way of earnest amount. The contents of said agreement to sell also reveals that the agreement to sell of the suit property was to be executed on 10/04/2020 or earlier and the balance amount of consideration of Rs.3,62,000/- was to be paid on the date of execution of registered sale-deed of the suit property. The said agreement to sell bears the signatures of plaintiff as well as defendant and it also bears the signatures of two attesting witnesses.

15. It is the specific contention of defendant that he has not executed any such agreement to sell of the suit property in favour of plaintiff. In the backdrop of above agreement to sell vide Exh.36 the contention of defendant appears to be false one. Further, the defendant has specifically contended that he has executed the alleged agreement to sell of the open plot adjoining to his house and it was just executed as nominal agreement to sell just for the security of the money lending transaction of Rs.1,00,000/- delivered to the defendant. In this

background, on going through the contents of the said agreement to sell vide Exh.36, it is revealed that four boundaries mentioned in the agreement to sell are as it is mentioned in the suit, measuring 33 feet $\times$ 33 feet area. In this background, it is appearing that the said agreement to sell vide Exh.36 is of total area of 33 feet $\times$ 33 feet of the defendant's entire plot. Further, the contents of the agreement to sell does not reveal that the said agreement to sell was executed as a nominal agreement just for security of the money lending amount. In this background, the contention of defendant appears to be false one.

16. Further, defendant Sayyed Imam has adduced his evidence vide Exh.48. The Ld. Advocate for plaintiff has cross-examined defendant at length. The defendant in his cross-examination admitted that he has not filed any complaint to the Registrar, co-operative regarding the plaintiff is doing the business of illegal money lending. The defendant has also admitted in cross-examination that he has not filed any documentary proof on record showing that plaintiff is doing the money lending business. The defendant in his cross-examination also admitted that he has not filed any complaint regarding the said agreement to sell vide Exh.36 to any competent officer.

17. Further, in support of his contention plaintiff has examined one more witness PW-2 Sattar Nabu Sakle vide Exh.45 and the said witness also contended that defendant has executed the alleged agreement to sell, dated 20/12/2019 vide Exh.36 in favour of plaintiff for consideration of Rs.5,12,000/- regarding the suit property. The said witness PW-2 also deposed that out of this much consideration amount the defendant has received amount of Rs.1,50,000/- by way of earnest amount and registered sale-deed of the suit property was to be executed on 10/04/2020. PW-2 also contended that the balance amount of

consideration of the suit property was to be paid on the date of execution of registered sale-deed. The Ld. Advocate for defendant has cross-examined witness at length. However, nothing adverse to the claim of the plaintiff came on record.

18. Further, it is the specific contention of the defendant that the alleged agreement to sell, dated 20/12/2019 vide Exh.36 is on insufficient stamp paper, therefore, it can not be read in evidence. In this background, on going through record, it is noticed that when the plaintiff has tendered the said agreement to sell vide Exh.36 in evidence and it came to be exhibited as Exh.36, at that time defendant has not raised any objection regarding the insufficiency of stamp for the alleged agreement to sell vide Exh.36. The said agreement to sell was duly proved by the plaintiff, came to be read in evidence and it was exhibited at Exh.36. The defendant has not raised any such objection regarding the insufficiently stamped said agreement to sell. In my opinion such objection can not be raised at belated stage as per the provision of section 35 of the Maharashtra Stamp Act 1958. In such circumstances, in my opinion, the plaintiff has proved that defendant has executed agreement to sell, dated 20/12/2019 of the suit property in favour of plaintiff. In such circumstances, in my opinion plaintiff has also proved that the consideration amount of the suit property was fixed of Rs.5,12,000/- and out of that this much amount the amount of Rs.1,50,000/- was paid to the defendant by way of earnest amount. Therefore, I hold that plaintiff has proved that the defendant has executed agreement to sell, dated 20/12/2019 of the suit property in favour of plaintiff. Further, I hold that plaintiff has proved that the consideration amount of the suit property was fixed of Rs.5,12,000/- and out of that this much amount the amount of Rs.1,50,000/- was paid

to the defendant by way of earnest amount. Accordingly, I answered issue No. 1 to 3 in the affirmative.

As to Issue No.04 :-

19. The plaintiff contended that he was always ready and willing to perform his part of contract. The said thing have been denied by the defendant. The defendant contended that plaintiff was not always ready and willing to perform his of contract. In support of his contention, plaintiff has examined himself PW-1 Gulmohammad Abdul Rajjak Karim vide Exh.31 and reiterated those facts. The plaintiff PW-1 Gulmohammad Abdul Rajjak Karim deposed that he was always ready and willing to perform his part of contract. In support of his contention, the plaintiff has filed on record the office copy of notice, dated 30/06/2020 vide Exh.37 on record. The contents of the said notice reveals that the said notice has been issued by the plaintiff to the defendant as he has failed to execute the registered sale-deed of the suit property on 11/05/2020. The plaintiff has also filed on record postal acknowledgment vide Exh.38 which shows that the said notice was duly received by the defendant. On going through record, it is noticed that the defendant has not duly replied the said notice as defendant has not filed on record any such office copy of reply given on record. Further, plaintiff has filed on record a blank stamp paper of Rs.100/-, dated 11/05/2020 vide Exh.34 and blank stamp paper of Rs.100/-, dated 18/06/2020 vide Exh.40. This goes to shows that plaintiff was always ready and willing to perform his part of contract by paying the balance amount of consideration. The defendant has not filed any office copy of reply given by him to the notice issued by the plaintiff showing his refusal to same.

20. Hon'ble Supreme Court in case of Vasantha Vishwanathan & Ors..Vs.. V. K. Elayalwar and Ors., AIR 2001 Supreme Court 3367 hold that plaintiff must prove their "readiness" (financial capacity/preparedness) and "willingness" (mental inclination) to perform their part of contract continuously from the date of agreement until the date of decree. In this background, on going through record, it is noticed that the plaintiff has immediately met defendant when the specific performance of the suit property was avoided on 10/04/2020. Immediately after that date for execution of registered sale-deed of the suit property was fixed as 11/05/2020. On this day, again defendant remained absent before the Sub Registrar for execution of registered sale-deed of the suit property on 11/05/2020, therefore, he has issued the legal notice, dated 03/06/2020 vide Exh.37. This shows the readiness and willingness of plaintiff to get executed the registered sale-deed of the suit property. The facts of the reported case laws and case at hand are identical with each other. The ratio laid down by the Hon'ble Supreme Court perfectly applies to the case at hand. Therefore, I respectfully submit that I rely upon it. In such circumstances, in my opinion, plaintiff has proved that plaintiff was always ready and willing to perform his part of contract. Therefore, I hold that plaintiff has proved that plaintiff was always ready and willing to perform his part of contract. Accordingly, I answered issue no.4 in the affirmative.

As to Issue No.05 :-

21. The plaintiff contended that due to the Covid-19 pandemic restrictions sale-deed could not be executed on 10/04/2020 and after consultation with defendant the date was fixed as 11/05/2020 for the execution of registered sale-deed of the suit property. The said thing has been denied by the defendant. The plaintiff has examined himself on

oath as PW-1 Gulmohammad Abudul Rajjak Karim vide Exh.31 and reiterated those facts. Plaintiff deposed that due to the Covid-19 pandemic restrictions the sale-deed could not be executed on 10/04/2020 and after mutual consultation the new date was fixed as 11/05/2020. In this background, on going through record, it is noticed that in support of his contention, plaintiff has not filed any documents on record. The plaintiff filed on record the office copy of notice, dated 03/06/2020. The contents of the said office copy reveals that as there were Covid-19 restrictions on 10/04/2020, therefore, sale-deed of the suit property could not be executed on 10/04/2020. Further, it is noticed that the plaintiff has not filed any material on record showing that at the relevant time there were Covid-19 pandemic restrictions. However, judicial note can be taken that at the relevant time there was Covid-19 pandemic and restrictions were imposed on the moment of the persons and Government Offices were not fully working. Further, on going through record, it is noticed that the defendant has not replied the said notice. It appears that as the contents of the notice vide Exh.37 were admitted by the defendant that's why it has been not replied by the defendant. In these circumstances, in my opinion, the plaintiff has proved that the sale-deed of the suit property could not be executed on the given date and therefore, the fresh date for execution of sale-deed was fixed on 11/05/2020. Therefore, I hold that the plaintiff has proved that the sale-deed of the suit property could not be executed on the given date and therefore, the fresh date for execution of sale-deed was fixed on 11/05/2020. Accordingly, I have answered said issue no.5 in the affirmative.

As to Issue No.06 :-

22. The defendant contended that the alleged agreement to

sell, dated 20/12/2019 was executed as nominal one just for security of money lending transaction of Rs.1,00,000/-. In support of his contention, the defendant has examined himself on oath. DW-1 Sayyed Imam Sayyed Karim vide Exh.48 and reiterated those facts. The DW-1 Sayyed Imam Sayyed Karim deposed that the alleged agreement to sell, dated 20/12/2019 was executed as a nominal one just for security of money lending transaction of Rs.1,00,000/-. In this background, on going through record, it is noticed that in support of his contention the defendant has not filed any documentary proof on record. On going through record, it is noticed that the defendant has specifically contended that he has borrowed the amount of Rs.1,00,000/- at the rate of 5% interest per month from plaintiff. The defendant has further contended that he has repaid the principal amount of Rs.1,00,000/- along with five months interest of Rs.50,000/-, total amount of Rs.1,50,000/- to the plaintiff. The defendant also contended that it was agreed between the plaintiff and defendant that after repaying the principal amount along with interest, the plaintiff will execute the cancellation of agreement to sell in favour of defendant. In these background, on going through record, it is noticed that defendant has not filed any documentary proof in support of his contention on record. The defendant should have filed on record any such receipt issued by the plaintiff showing that plaintiff has received the principal amount of Rs.1,00,000/- along with interest of Rs.50,000/-, total amount of Rs.1,50,000/- from defendant. In absence of any such documentary proof on record, it again creates doubts regarding the contention of defendant himself. Further, if such transaction was illegal money lending transaction then defendant should have filed complaint to the competent officer such as at Police Station, Tahasildar or Registrar of Co-operative regarding the said illegal money lending transaction.

Defendant has not filed on record any such complaint given to the competent officer at the relevant time. On going through record, it is noticed that the defendant in his cross-examination has specifically admitted that he is not having any such documentary proof regarding the said transaction being illegal money lending transaction. In absence of any such material on record, it again creates doubt regarding the contention of defendant himself.

23. On the other hand, the plaintiff has filed on record the agreement to sell, dated 20/12/2019 vide Exh.36 on record. The contents of the agreement to sell shows that as the defendant was facing monetary financial difficulty, therefore, he has executed agreement to sell vide Exh.36 of the suit property in favour of plaintiff and the consideration amount was fixed of Rs.5,12,000/-. In such circumstances, in my opinion, the defendant has failed to prove that the alleged agreement to sell, dated 20/12/2019 was executed as nominal one just for security of money lending transaction. Therefore, I hold that the defendant has failed to prove that the alleged agreement to sell, dated 20/12/2019 was executed as nominal one just for security of money lending transaction. Therefore, I answered said issue no.6 in the negative.

As to Issue No.07 :-

24. The plaintiff contended that he is entitled for the relief of specific performance of contract of the suit property. The said thing have been denied by the defendant. The defendant contended that plaintiff is not entitled for the relief of specific performance of the suit property. In support of his contention, plaintiff has examined himself on oath PW-1 Gulmohammad Abdul Rajjak Fanan vide Exh.31 and

reiterated those facts. The plaintiff deposed that he is entitled for specific performance of the suit property. In this background, on going through record, it is noticed that while answering to above issue no.1, I have already hold that plaintiff has proved that defendant has executed agreement to sell, dated 20/12/2019 in favour of plaintiff regarding the suit property. While answering above issue no. 2, I have already hold that the consideration amount of suit property was fixed of Rs.5,12,000/-. While answered above issue no. 3, I have already hold that plaintiff has paid an amount of Rs.1,50,000/- to the defendant by way of earnest amount. While answering to issue no.4, I have already hold that plaintiff has proved that he was always ready and willing to perform his part of contract. While answering above issue no. 6, I have already hold that defendant has failed to prove that alleged agreement to sell, dated 20/12/2019 was nominal one just for security to the money lending transaction of Rs.1,00,000/-. In this background, in my opinion, the plaintiff is certainly entitled for the relief of specific performance of the suit property. In such circumstances, in my opinion, plaintiff has proved that he is entitled for the relief of specific performance of the suit property. Therefore, I hold that plaintiff has proved that he is entitled for the relief of specific performance of the suit property. Accordingly. I have answered the said issue no.7 in the affirmative.

As to Issue No.08 :-

25. The plaintiff contended that he is entitled for the relief of recovery of possession of the suit property. The said thing have been denied by the defendant. Defendant contended that the plaintiff is not entitled for the relief of recovery of possession of suit property. Plaintiff has examined himself PW-1 Gulmohammad Abdul Rajjak Fanan vide

Exh.31 and reiterated those facts of plaint. The plaintiff deposed that he is entitled for relief of recovery of possession of suit property. In this background, on going through record, it is noticed that while answering issue no.7, I have already hold that plaintiff has proved that he is entitled for the relief of specific performance of the suit property. In this background, plaintiff is certainly entitled for the relief of recovery of possession of the suit property. In such circumstances, in my opinion, plaintiff has proved that he is entitled for the relief of recovery of possession of suit property. Therefore, I hold that plaintiff has proved that he is entitled for the relief of recovery of possession of suit property. Accordingly, I have answered said issue no.8 in the affirmative.

As to Issue No.09 :-

26. Plaintiff contended that he is entitled for the relief of perpetual injunction against defendant regarding the suit property. The said thing has been denied by the defendant. The defendant contended that plaintiff is not entitled for the relief of perpetual injunction of the suit property against him. In support of his contention, plaintiff has examined himself PW-1 Gulmohammad Abdul Rajjak Fanan vide Exh.31 and reiterated those facts. Plaintiff deposed that he is entitled for the relief of perpetual injunction of the suit property against defendant. In this background, on going through record, it is noticed that while answering to above issue no.7, I have already granted the relief of specific performance of the suit property in favour of plaintiff. Further, while answering to above issue no. 8, I have also granted the relief of recovery of the possession of the suit property in favour of plaintiff. In such circumstances, there is every possibility of obstruction to the possession of plaintiff over the suit property at the hands of defendant. Therefore, in my opinion, the plaintiff is certainly entitled for the relief

of perpetual injunction against defendant. In such circumstances, in my opinion, plaintiff has proved that he is entitled for the relief of perpetual injunction against defendant. Therefore, I hold that plaintiff has proved that he is entitled for the relief of perpetual injunction against defendant. Accordingly, I answered such issue no.9 in the affirmative.

As to Issue No.10 :-

27. In view of finding given to above issue no.1 to 9 the suit is liable to be decreed. Hence, in answer to issue no.10, I proceed to pass the following order;

:: ORDER ::

01.	Suit is decreed with costs.
02.	The defendant is hereby directed to execute the registered sale-deed of the suit property in favour of plaintiff, by accepting the balance amount of consideration of Rs.3,62,000/-, within three months form the date of order.
03.	The defendant is hereby directed to handover the peaceful possession of the suit property to the plaintiff at the time of execution of registered sale-deed of the suit property.
04.	The plaintiff is hereby directed to deposit the balance amount of consideration of Rs.3,62,000/- in the Court, forthwith.
05.	If defendant failed to execute the registered sale-deed of the suit property within stipulated period, then the registered sale-deed of the suit property be executed through superintendent of this court.
06.	The defendant, his agents, his servants or anybody claiming through him are hereby perpetually restrained from causing

	any obstruction to the possession of plaintiff over the suit property.
07.	Decree be drawn up accordingly.
	(Dictated and pronounced in open Court.)

Date: 12/06/2026.

(S. S. Aradwad)
Civil Judge Senior Division,
Darwha.

CERTIFICATE

I affirm that the contents of this PDF file Judgment/order are same word for word as per original Judgment/order.

Name of Stenographer	R.H. Lokhande (Grade-II)
Court Name	Shri. S. S. Aradwad, Civil Judge Sr.Dn., Darwha, Dist. Yavatmal.
Date of Judgment/order	12-06-2026
Judgment/order signed by Presiding Officer on	12-06-2026
Judgment/order uploaded on	12-06-2026