

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/CIVIL REVISION APPLICATION NO. 156 of 2025**

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POONAMBHAI CHANDUBHAI PATEL & ANR.**Versus****RAVI ARVINDBHAI PATEL & ANR.**

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Appearance:**MR HENIL M SHAH(10677) for the Applicant(s) No. 1,2****DEVANG M JADAV(9513) for the Opponent(s) No. 1****NOTICE SERVED for the Opponent(s) No. 2**

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CORAM: HONOURABLE MR. JUSTICE SANJEEV J. THAKER**Date : 01/05/2025****ORAL ORDER**

1. The present Revision Application has been filed challenging the order passed by 4th Additional Civil Judge, Ahmedabad Rural in Regular Civil Suit No.372 of 2021 whereby the application below Exh.14 filed under the provisions of Order VII Rule 11 f the Code of Civil Procedure, 1908 has been rejected.

2. Learned advocate for the petitioner has drawn attention of this Court to the plaint that has been filed being Regular Civil Suit No.372 of 2021 wherein it is plaintiff's case that defendant no.1 has entered into Memorandum of Understanding (MoU) whereby it has been agreed that the suit property, which is sold to the plaintiff and the sale consideration is also mentioned in the said MoU. It has been argued that the plaintiff has suppressed material facts before this Hon'ble Court and plaintiff has relied on MoU which clearly states that the plaintiff is not the owner of the suit property and that even from the revenue record, the name of the plaintiff has been removed and the said agreement is contingent agreement and only if defendant

no.1 succeeds in getting right in the property, plaintiff shall execute sale-deed in favour of the defendant.

3. Notice was issued to the respondent. None appeared for the respondent.

4. Having heard learned advocate for the petitioner, the fact remains that on the date when the MoU was executed by the defendant in favour of the plaintiff, the defendant was not owner of the property and it is also an admitted position that even in the revenue record name of defendant no.1 was not mentioned as the owner of the property. It has also been argued that in the suit the plaintiff has mentioned about pendency of Civil Suit No.137 of 2013 filed by defendant no.1 against owner of the suit property i.e. the persons in whose favour the defendant no.1 either released her rights by which defendant no.1 has relinquished her right. Therefore, as on the date of filing of the suit also, the defendant no.1 did not have any right over the property and also on date when MoU was entered into by defendant no.1, defendant no.1 did not have any right in the property. In view of the same, present matter requires consideration. Hence, issue **Notice** returnable on 19.06.2025. In the meantime, interim relief in terms of para:7(b) is granted till the next date of hearing.

(SANJEEV J.THAKER,J)

MISHRA AMIT V.