

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/FIRST APPEAL NO. 2416 of 2021

**With
CIVIL APPLICATION (FOR INTERIM RELIEF) NO. 1 of 2021
In R/FIRST APPEAL NO. 2416 of 2021**

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**PRAFULBHAI MADHUBHAI PATEL LIMBASIYA
Versus
LALITABEN RAMESHBHAI PRAJAPATI**

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Appearance:

**MR CG SHARMA(823) for the Appellant(s) No. 1
for the Defendant(s) No.**

**1,10,11,12,13,14,15,15.1,2,3,4,5,6,6.1,6.2,7,7.1,7.2,7.3,7.4,7.5,7.6,
8,9**

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**CORAM:HONOURABLE MR. JUSTICE J.B.PARDIWALA
and
HONOURABLE MS. JUSTICE VAIBHAVI D. NANAVATI**

Date : 13/09/2021

ORAL ORDER

(PER : HONOURABLE MR. JUSTICE J.B.PARDIWALA)

Order in First Appeal

We have heard Mr. C.G. Sharma, the learned counsel appearing for the appellants(original plaintiffs).

This first appeal is directed against the judgment and decree passed by the 6th Additional Senior Civil Judge, Ahmedabad Rural, Ahmedabad dated 20.07.2021 in the Special Civil Suit No.504 of 2015 declining to grant the relief of specific performance of contract based on an agreement for sale and thereby dismissing the suit.

Prima facie, it appears that the relief has been declined

on the ground that the plaintiffs could not have prayed for specific performance of an agreement for sale which is hit by Section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 (for short "the Act,1948"). Prima facie, it appears that the Court below has taken the view that such an agreement for sale is not enforceable in law being an invalid or void agreement.

Admit.

Issue **Notice** to the other side for final disposal of the appeal, returnable on **04.10.2021**. Direct service is permitted.

On the returnable date, this appeal shall be notified on top of the Board.

Order in Civil Application

Rule returnable forthwith.

The parties are directed to maintain status quo as regards the nature, character and possession of the suit property.

(J. B. PARDIWALA, J)

(VAIBHAVI D. NANAVATI,J)

NEHA