

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.299 OF 2025

Neera Sanjay Patil ... Appellant
V/s.
Smt. Suman Audesh Sharma ... Respondent

Mr. D.S. Mhaispurkar with Hrishikesh Pawaskar, for the appellant.

CORAM : N.J. JAMADAR, J.

DATE : 11TH JUNE 2025.

VARSHA
DEEPAK
GAIKWAD

Digitally signed by
VARSHA DEEPAK
GAIKWAD
Date: 2025.06.17
15:05:43 +0530

PC:

1. Heard the learned Counsel for the appellant.
2. Mr. Mhaispurkar, the learned Counsel for the appellant, submits that in an identical set of facts in Second Appeal No.181/2023, this Court has admitted the appeal by formulating the substantial question of law as to whether the findings recorded by the trial court are erroneous for not taking into consideration the agreement to lease dated 24th April, 2002 (Exhibit-32) and the agreement to lease dated 10th December, 2019 (Exhibit-16), which could be read for collateral purposes.
3. Mr. Mhaispurkar submits that, except the exhibit numbers of the

said documents, the facts are identical.

4. Perused the order dated 17th July, 2023 admitting SA/181/2023.
5. In view of the aforesaid submissions and the order passed by this Court in SA/181/2023, the second appeal is admitted on the following substantial question of law.

Whether the trial court and First Appellate Court erred in deciding the issue of ownership of the suit rooms against the plaintiff without taking into consideration the agreement to lease dated 24th April, 2002 (Exhibit-32) and the agreement to lease dated 10th December, 2019 (Exhibit-16), which could be read for collateral purposes?

6. Issue notice to the respondent.
7. In addition to notice through Court, the appellant is at liberty to serve the respondent by private service and file an affidavit of service.
8. Call R&P
9. Printing dispensed with.
10. The appellant shall prepare and file private paper-book within a period of 12 weeks.
11. Stand over to 2nd September, 2025.

(N.J. JAMADAR, J)