

R.M. AMBERKAR
(Private Secretary)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 2054 OF 2023

Indubai Bajirao Satav & Anr.

.. Petitioners

Versus

Baban Bajirao Satav & Ors.

.. Respondents

WITH

WRIT PETITION NO. 2056 OF 2023

Indubai Bajirao Satav & Anr.

.. Petitioners

Versus

Automotive System India Pvt Ltd & Anr.

.. Respondents

-
- Mr. Sanjiv A. Sawant i/by Mr. Abhishek P. Deshmukh and Mr. Digvijay A. Palande for Petitioners

.....

CORAM : MILIND N. JADHAV, J.

DATE : FEBRUARY 20, 2023

P.C.:

1. Heard Mr. Sawant, learned Advocate for Petitioners. Perused the impugned order dated 17.08.2022 passed below Exh.82 in Regular Civil Suit No. 193 of 2012.

2. In the present Petitions, question which arises for consideration is whether the Court can consider a notarized agreement in respect of sale of an immovable property under which substantial amounts to the tune of Rs. 50 Lacs are exchanged between the parties as valid for sale of an immovable property.

3. Mr. Sawant would submit that considering the notarized

document, Petitioners wanted themselves to be jointed as proper and necessary parties are required to be impleaded for effective adjudication of the *lis* between the parties. He would fairly submit that no registered document was executed by the Petitioners who have sought their impleadment.

4. At this stage, on the above facts, I am not inclined to accept the submissions made by Mr. Sawant. Mr. Sawant is directed to do some research and place appropriate citations for considering impleadment of parties to an alleged sale transaction of immovable property on the basis of a notarized document.

5. Stand over to **6th March, 2023.**

[MILIND N. JADHAV, J.]

Digitally
signed by
RAVINDRA
MOHAN
AMBERKAR
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