



## IN THE HIGH COURT OF JUDICATURE AT BOMBAY

## CIVIL APPELLATE JURISDICTION

## WRIT PETITION NO. 11314 OF 2025

Mehboob Abdul Gafar Shaikh  
Age- 52 years, Occ: Business,  
R/at: Malwadi, Hadapsar,  
Taluka Haveli, District-Pune.

...Petitioner  
(Org. Plaintiff)

**Versus**

1. M/s Raviraj Lunkad Infracon India LLP,  
A Limited Liability Partnership incorporated  
Under the provisions of the Limited Liability  
Partnership Act, 2008

Having its registered office at:-

Office Nos. 1 to 5, Millennium Star,  
Dhole Patil Road, Opp. Ruby Hall Clinic,  
Pune – 411 001.

And formerly known as

(M/s Raviraj Lunkad Infracon India Pvt Ltd)

Through its Designated Partners:-

Mr. Ravindra Naupatlal Sakla

Age- 63 Years, Occ: Business.

2. M/s Raviraj Lunkad Infracon India Pvt Ltd,  
Company registered under the Companies Act,  
Office Nos. 1 to 5, Millennium Star,  
Dhole Patil Road, Opp. Ruby Hall Clinic,  
Pune – 411 001.

3. M/s Raviraj Lunkad Infracon India Pvt Ltd,  
Through its Director:-

Ravindra Naupatlal Sakla,

Age – 63 years, Occ: Agriculture and Business,

Office Nos. 1 to 5, Millennium Star,

Dhole Patil Road, Opp. Ruby Hall Clinic,

Pune – 411 001.

...Respondents (R/1-  
Appellant in MCA No.  
138/2025)

(R/2 and 3-Org.  
Defendants in RCS  
No. 537/2025)



Mr. Surel Shah, Senior Advocate, with Sandeep Phatak, for the  
Petitioner.

Mr. Ashish Kamat, Senior Advocate, with Srushti Chalke, Parth Jain  
and Pallavi Pukale, i/b Drupad Patil, for the Respondents.

**CORAM : N. J. JAMADAR, J.**

**RESERVED ON : 28<sup>th</sup> JANUARY 2026**

**PRONOUNCED ON : 17<sup>th</sup> FEBRUARY 2026**

**JUDGMENT:**

**1.** Rule. Rule made returnable forthwith. With the consent of the learned Counsel for the parties heard finally.

**2.** This Writ Petition under Article 227 of the Constitution of India assails the legality, propriety and correctness of a judgment and order dated 19<sup>th</sup> June 2025 passed by the learned District Judge, Pune in MCA No. 138 of 2025, whereby the Appeal preferred by Respondent No.1-the original Defendant No.1 against an order passed by the trial Court on an Application for temporary injunction (Exhibit 5) in SCS No. 537 of 2025, thereby granting temporary injunction, came to be allowed by setting aside the said order dated 24<sup>th</sup> March 2025.

**3.** Background facts leading to this Petition can be stated in brief as under:

3.1 An Agricultural land bearing Survey No. 163/8/1A/2, admeasuring 1H 8 R, originally belonged to Anjanabai, Sopan Talekar



and Balu Sopan Talekar. Upon demise of Anjanabai, Balu Talekar became the sole holder of the said land (“larger property”).

3.2 Balu Talekar executed an irrevocable Power of Attorney dated 17<sup>th</sup> August 2002 in favour of Shaikh Umar Latif Inamdar purportedly in consideration of the latter delivering possession of the house premises, situated at Janta Vasahat, Malwadi, Hadapsar, Pune to Balu Talekar,

3.3 The Plaintiff claims the said Power of Attorney of Balu Talekar sold 48 R land out of the larger property (“the suit property”) for a consideration of Rs. 16 Lakhs by executing a registered Sale Deed dated 5<sup>th</sup> October 2010. The name of the Petitioner came to be mutated to the Record of Rights of the suit property vide Mutation Entry No. 32102.

3.4 In the meanwhile, Balu Talekar, the owner of the larger property, transferred 38 R land out of the larger property under a registered Sale Deed dated 12<sup>th</sup> January 2007 in favour of Lunkad Infrastructure. The said parcel of land was further transferred by Lunkad Infrastructure in favour of M/s Ashray Premises Private Limited Company (“M/s Ashray Properties”) under a registered Sale Deed dated 26<sup>th</sup> August 2010.

3.5 In the year 2024, the Petitioner-Plaintiff entered into negotiations with Bhaskar Reddy to sell the suit property. On 30<sup>th</sup> November 2024, Mr Reddy, the prospective purchaser, published a public notice in the newspapers. Defendants raised objections to the proposed transaction on multiple grounds. A copy of the Sale Deed dated 7<sup>th</sup> April 2017



which indicated that the Defendants had purchased 54 R land from M/s Ashray Premises, was forwarded. Despite requisitions, the Defendants did not furnish the copies of other documents.

3.6 The Plaintiff claims that, in the month of February 2025, the Defendants started to cause obstruction to the peaceful possession and enjoyment of the Plaintiff over the suit property. Upon further enquiry, it transpired that M/s Ashray Properties had obtained a purported Sale Deed dated 23<sup>rd</sup> October 2008 in respect of the 70 R land out of the larger property from Balu Talekar and others. However, the said Sale Deed was registered on 2<sup>nd</sup> November 2011, only.

3.7 Asserting that the said Sale Deed is not legal, valid and does not bind the interest of the Plaintiff over the suit property, the suit came to be instituted seeking a declaration that the Plaintiff is the owner of the suit property and the consequential relief of injunction to restrain the Defendants from causing obstruction to the possession and enjoyment of the Plaintiff over the suit property and for compensation for the damage caused to the tin fencing erected by the Plaintiff over the suit property.

3.8 In the said Suit an Application for temporary injunction to restrain the Defendants from causing obstruction to the possession and enjoyment of the Plaintiff over the suit property was filed.

3.9 The Defendants resisted the Application.



3.10 It was, *inter alia*, contended that Balu Talekar had executed a Sale Deed in favour of the M/s Ashray Properties in the year 2008 itself. Thereafter, Balu Talekar, the original owner had completely divested himself of any right, title and interest in the larger property. Therefore, the purported Sale Deed executed in favour of the Plaintiff by the alleged Power of Attorney of the original owner, in the year 2010, was *non est* in the eyes of law and did not confer any title on the Plaintiff. It was further contended that, the Plaintiff did not approach the Court with clean hands and suppressed the fact that the original owner had instituted a suit against the Plaintiff, being SCS No. 25 of 2014, seeking a declaration that the purported Sale Deed in favour of the Plaintiff dated 5<sup>th</sup> October 2010, is illegal, null and void, and that the predecessor-in-title of the Defendants had raised objection to the transaction between Power of Attorney holder of the original owner and the Plaintiff in the year 2010, itself.

3.11 It was refuted that the Plaintiff was in possession and enjoyment of the suit property. On the contrary, the Defendants contended, the Plaintiff had attempted to cause obstruction to the possession and enjoyment of the Defendants over the suit property by employing hirelings.

3.12 By an order dated 24<sup>th</sup> March 2025, the learned Civil Judge, Senior Division, Pune, was persuaded to allow the Application for



temporary injunction opining *inter alia* that a *prima facie* case of the Plaintiff being in possession of the suit property, pursuant to a registered instrument and the consequent certification of Mutation Entry, was made out. The learned Civil Judge was of the view that the failure to refer to SCS No. 25 of 2014 instituted by the original owner against the Plaintiff did not constitute suppression of a material fact. Thus, the trial Court restrained the Defendants from disturbing the possession of the Plaintiff over the suit property during the pendency of the suit.

3.13 Being aggrieved, Defendant No.1 preferred an Appeal. By the impugned judgment and order, the learned District Judge allowed the Appeal observing that though the Sale Deed in respect of the larger property was executed on 23<sup>rd</sup> October 2008, yet, in view of its registration on 2<sup>nd</sup> September 2011, the said instrument operates from the date of its execution. Thus, the said instrument would prevail over the Sale Deed purportedly executed in favour of the Plaintiff on 5<sup>th</sup> October 2010.

3.14 The learned District Judge was also of the view that under the Power of Attorney executed by the original owner in favour of Shaikh Umar Latif Inamdar, the possession of the suit property was not delivered. Adverting to the suppression of SCS No. 25 of 2014 and the correspondence which had ensured before the Sale Deed came to be



executed in favour of the Plaintiff, the learned District Judge observed that the Plaintiff was not entitled to an equitable relief.

3.15 Being aggrieved, the Plaintiff has invoked the writ jurisdiction.

4. I have heard Mr. Surel Shah, the learned Senior Advocate for the Petitioner/Plaintiff, and Mr. Ashish Kamat, the learned Senior Advocate for the Respondents, at some length. The learned Senior Advocates took the Court through the pleadings before the trial Court and the material on record.

5. Mr. Shah, the learned Senior Advocate for the Petitioner, took a slew of exceptions to the impugned order. Firstly, the learned District Judge, according to Mr. Shah, transgressed the jurisdictional limits in an Appeal against a discretionary order. It was not open for the learned District Judge to substitute his view for the one taken by the trial Court. By no stretch of imagination, Mr. Shah submitted, it could be urged that the order passed by the trial Court is perverse. In the absence of the perversity in the order, the Appellate Court could not have interfered with the discretionary order on the premise that a different view was possible. To buttress these submissions, Mr. Shah placed a very strong reliance on a judgment of the Supreme Court in the case of **Ramakant Ambalal Choksi Vs Harish Ambalal Choksi and Ors.**<sup>1</sup>

6. Secondly, Mr. Shah would urge, the learned District Judge committed a manifest error in not appreciating that the registered

<sup>1</sup> (2024) 11 SCC 351.



Power of Attorney was executed by the original owner in favour of the Shaikh Umar Latif Inamdar in the year 2002 much before the execution of the instruments in favour of M/s Ashray Properties. Since the said registered Power of Attorney was in force, the authority of the Power of Attorney was not diluted by execution of an unregistered Sale Deed dated 23<sup>rd</sup> October 2008 by the original owner in favour of M/s Ashray Properties. Thirdly, the learned District Judge was in error in holding that the subsequent registration of the said Sale Deed dated 23<sup>rd</sup> October 2008, pursuant to a Deed of Confirmation dated 11<sup>th</sup> May 2011, made the said Sale Deed dated 23<sup>rd</sup> October 2008 valid and effective from 23<sup>rd</sup> October 2008. It was submitted that the Confirmation Deed dated 11<sup>th</sup> May 2011 was a self-serving instrument.

7. Lastly, Mr. Shah would urge, incontrovertibly the name of the Plaintiff came to be mutated to the Record of Rights of the suit property pursuant to a registered instrument. At no point of time any of the Defendants or their predecessor-in-title has assailed the said mutation entry. The Plaintiff has, thus, been in continuous and uninterrupted possession of the suit property, since the year 2010. In that backdrop, the learned District Judge could not have interfered with the order of injunction which restrained the Defendants from causing obstruction to the possession and enjoyment of the Plaintiff over the suit property.



8. In opposition to this, Mr. Kamat, the learned Senior Advocate for the Respondents, would submit that, at the outset the challenge to the impugned order, at the instance of the Petitioner cannot be entertained. The Petitioner, after the impugned order and during the pendency of this Petition, has sold his purported right, title and interest in the suit property to third parties under a registered Sale Deed dated 16<sup>th</sup> September 2025. The Petitioner has not brought the said fact on record nor the transferees have been impleaded as parties to the Petition. Since the Petitioner no longer holds any interest in the suit property nor can claim to be in possession thereof, the challenge to the impugned order at the instance of the Petitioner deserves to be rejected at the threshold.

9. Mr. Kamat would urge, the suit suffers from gross suppression of facts. Apart from the suppression of the suit instituted by Balu Talekar against the Plaintiff, i.e. SCS No. 25 of 2014 and the correspondence that ensued after a public notice inviting objections to the transaction, preceding the purported sale in favour of the Plaintiff, there is no reference to the prior claims and a Consent Decree passed by the Civil Judge, Junior Division in RCS No. 1696 of 2006, under which Balu Talekar, had acknowledged the liability to execute the Sale Deed in favour of the persons at the instance of the Decree Holders therein. Pursuant to the said Consent Decree, the Sale Deed was executed by



Balu Talekar in favour of M/s Ashray Properties to which the Decree Holders were the consenting parties.

10. Mr. Kamat would further submit that the Power of Attorney dated 17<sup>th</sup> August 2002 executed by Balu Talekar in favour of Shaikh Umar Latif Inamdar does not advance the case of the Plaintiff to the extent desired. The said Power of Attorney nowhere indicates that the possession of the suit property was delivered to the Power of Attorney thereunder. At any rate, before the said Power of Attorney could be acted upon, Balu Talekar had already executed the Sale Deed in respect of 70 R land in favour of M/s Ashray Properties and the Sale Deed remained to be registered only for the reason that the matter of adjudication of stamp duty was pending before the authorities under the Maharashtra Stamp Act, 1958. By the time the purported Sale Deed in favour of the Plaintiff came to be executed, Balu Talekar had divested himself of the ownership over the suit property.

11. Mr. Kamat would urge the aforesaid factors were not at all adverted to by the learned Civil Judge and, thus, the learned District Judge was justified in correcting the error in the exercise of discretion by the trial Court. In these circumstances, according to Mr. Kamat, no case for interference in exercise of the supervisory jurisdiction is made out.



**12.** To begin with, it is necessary to note the jurisdictional limits of both the Appellate Court, in an Appeal against a discretionary order, and the High Court in exercise of the supervisory jurisdiction, are required to be kept in view.

**13.** The legal position is well recognized. Ordinarily, the appeal Court is not expected to interfere with the exercise of discretion in the matter of grant of injunction by the trial Court and substitute its own discretion for the same, except where it can be demonstrated that the discretion has been exercised arbitrarily or perversely, or the impugned order is contrary to the settled principles of law. An arbitrariness in the exercise of discretion or perversity in the order passed by the trial Court can arise where the injunction has been granted sans material or the trial court has declined to grant temporary injunction, despite existence of justifiable material.

**14.** A profitable reference in this context can be made to a three Judge Bench decision of the Supreme Court in the case of **Wander Ltd. and Anr. V/s. Antox India P. Ltd.**<sup>2</sup> wherein the following observations have been made :

“14. The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the Appellate Court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except

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<sup>2</sup> 1990 (Supp) SCC 727.



where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise of discretion is said to be an appeal on principle. Appellate Court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by the court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion. If the discretion has been exercised by the Trial Court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in Printers (Mysore) Pvt. Ltd. V/s. Pothan Joseph<sup>3</sup> :

*“... These principles are well established, but as has been observed by Viscount Simon in Charles Osention & Co. v. Johnston the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due only to the application of well settled principles in an individual case.*

The appellate judgment does not seem to defer to this principle.”

(emphasis supplied)

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3 (1960) 3 SCR 713



15. Another three Judge Bench of the Supreme Court in the case of **Skyline Education Institute (India) Pvt. Ltd. V/s. S.L.Vaswani and Anr.**<sup>4</sup> after referring to the previous precedents, culled out the principles which govern the exercise of appellate jurisdiction against discretionary orders, as under :

“22. The ratio of the abovenoted judgments in that once the Court of first instance exercises its discretion to grant or refuse to grant relief of temporary injunction and the said exercise of discretion is based upon objective consideration of the material placed before the Court and is supported by cogent reasons, the appellate court will be loath to interfere simply because on a de novo consideration of the matter it is possible for the appellate Court to form a different opinion on the issues of prima facie case, balance of convenience, irreparable injury and equity.” (emphasis supplied )”

16. In the case of **Ramakant Ambalal Choksi (Supra)**, on which reliance was placed by Mr. Shah, after adverting to aforesaid judgment in the case of **Wander Ltd (Supra)** the Supreme Court enunciated that the principles of law explained by the Supreme Court in **Wander Ltd (Supra)** have been reiterated in a number of subsequent decisions of the Supreme Court. However, over a period of time the test laid down by the Supreme Court as regards the scope of interference has been made more stringent. The emphasis is now more on perversity rather than a

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4 (2010) 2 SCC 142



mere error of fact or law in the order granting injunction pending the final adjudication of the suit. It was further observed that the Appellate Court in an Appeal from interlocutory order granting or declining to grant interim injunction is only required to adjudicate the validity of such order applying the well settled principles governing the scope of jurisdiction of the Appellate Court under Order 43 of the Code of Civil Procedure, 1908. The Appellate Court should not assume unlimited jurisdiction and should guide its power within the contours laid down in the **Wander Ltd (Supra)**.

17. At this juncture, it is necessary to note that the perversity in the order passed by the trial Court may creep in on account of non-consideration of the material which bears upon the controversy, or consideration of the material which has no bearing on the questions the Court is called upon to determine at an interim stage.

18. In the case of **Seema Arshad Zaheer and Ors. V/s. Municipal Corporation of Greater Mumbai and Ors.**<sup>5</sup> the Supreme Court expounded how the perversity may arise in the discretionary orders. The observations in paragraph 32 are material, and, hence, extracted below :

“32. Where the lower court acts arbitrarily, capriciously or perversely in the exercise of its discretion, the appellate court will interfere. Exercise of discretion by granting a temporary injunction when

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5 (2006) 5 SCC 282



there is 'no material', or refusing to grant a temporary injunction by ignoring the relevant documents produced, are instances of action which are termed as arbitrary, capricious or perverse. When we refer to acting on 'no material' (similar to 'no evidence'), we refer not only to cases where there are total dearth of material, but also to cases where there is no relevant material or where the material, taken as a whole, is not reasonably capable of supporting the exercise of discretion. In this case, there was 'no material' to make out a prima facie case and therefore, the High Court in its appellate jurisdiction, was justified in interfering in the matter and vacating the temporary injunction granted by the trial court.”

(emphasis supplied)

**19.** The contours of writ jurisdiction were illuminatingly postulated by a Constitution Bench of the Supreme Court in the case of **Rajendra Diwan vs. Pradeep Kumar Ranibala and another**<sup>6</sup> as under:

“85. The power of superintendence conferred by Article 227 is, however, supervisory and not appellate. It is settled law that this power of judicial Superintendence must be exercised sparingly, to keep subordinate courts and tribunals within the limits of their authority. When a Tribunal has acted within its jurisdiction, the High Court does not interfere in exercise of its extraordinary writ jurisdiction unless there is grave miscarriage of justice or flagrant violation of law. Jurisdiction under Article 227 cannot be exercised “in the cloak of an appeal in disguise”.

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<sup>6</sup> (2019) 20 SCC 143.



86. In exercise of its extraordinary power of superintendence and/or judicial review under Articles 226 and 227 of the Constitution of India, the High Courts restrict interference to cases of patent error of law which go to the root of the decision; perversity; arbitrariness and/or unreasonableness; violation of principles of natural justice, lack of jurisdiction and usurpation of powers. The High Court does not re-assess or re-analyze the evidence and/or materials on record. Whether the High Court would exercise its writ jurisdiction to test a decision of the Rent Control Tribunal would depend on the facts and circumstances of the case. The writ jurisdiction of the High Court cannot be converted into an alternative appellate forum, just because there is no other provision of appeal in the eye of law.”

**20.** On the aforesaid touchstone, reverting to the facts of the case at hand, it is imperative to note that the registered Power of Attorney executed by Balu Talekar in favour of Shaikh Umar Latif Inamdar is fulcrum of the Plaintiff’s case. Thus, the nature of the said instrument is required to be construed, albeit *prima facie*. The said instrument is titled, “an irrevocable Power of Attorney”. Nomenclature of document, it is trite, is not of decisive significance. The document is required to be read as a whole. Intention of the parties is required to be gathered from the words of the document and in the light of the attendant circumstances.



**21.** From the perusal of the said Power of Attorney, it becomes abundantly clear that apart from the use of the term “irrevocable,” the recitals and covenants of the said document nowhere indicate that, under the said document, any interest in the property which forms the subject matter of the agency was created in favour of the said agent, Shaikh Umar Latif Inamdar. The stated case of the Plaintiff that the said Power of Attorney was executed in lieu of transfer of the house premises by the said Power of Attorney in favour of Balu Talekar, the principal, does not find mention, even remotely, in the said Power of Attorney.

**22.** Secondly, the factum of delivery of possession of the suit property to the said Power of Attorney by Balu Talekar also does not find mention in the said document. Instead, it records that the suit property was in the possession and enjoyment of Balu Talekar and Power of Attorney was executed as it was not possible for the principal to obtain the requisite permissions and manage the property.

**23.** A Power of Attorney is essentially an expression of contract of agency. Section 201 of the Contract Act, 1872, contains various modes of termination of agency. The principal can terminate the contract of agency unless such revocation is precluded by Section 202 of the Act, 1872. Under Section 202, where an agent has himself an interest in the property, which forms subject matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of



such interest. Thus, Section 202 of the Contract Act, is an exception to the general revocability of the contract of the agency by the principal. Section 207 of the Contract Act, provides that the revocation or renunciation of agency may be expressed or may be implied in the conduct of the principal or agent, respectively. Illustration to Section 207 reads as under :

“A empowers B to let A’s house. Afterwards, A lets it himself. This is an implied revocation of B’s authority.”

**24.** Thus, to constitute an embargo on the revocability and render the agency irrevocable under Section 202 fo the Contract Act, there ought to be a relationship of principal and agent and agent’s interest should have been created in the subject matter of the agency.

**25.** A useful reference in this context can be made to a judgment of the Supreme Court in the case of **M.S.Ananthamurthy and Anr. V/s. J. Manjula and Ors.**<sup>7</sup>, wherein the Supreme Court enunciated that the power of attorney is a creation of an agency by which the grantor /donor /executant authorizes the grantee/donee/holder/attorney to do the acts specified on his behalf, which will be binding on the executant as if the acts were done by him. When POA is coupled with an interest, it metamorphosizes to an irrevocable agency unless expressly stated

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<sup>7</sup> (2025) 10 SCC 596



otherwise. The observations in paragraph Nos.35 and 45 are material and, hence, extracted below :

“35. Therefore, , the essentials of Section 202 of the Contract Act are, first, there shall be a relationship in the capacity of ‘principal and agent’ between the parties and secondly, there shall be agent’s interest in the subject-matter of the agency. If both the conditions are fulfilled the agency becomes irrevocable and cannot be terminated unilaterally at the behest of the principal.....”

45. Further, a mere use of the word ‘irrevocable’ in a POA does not make the POA irrevocable. If the POA is not coupled with interest, no extraneous expression can make it irrevocable. At the same time, even if there is no expression to the effect that the POA is irrevocable but the reading of the document indicates that it is a POA coupled with interest, it would be irrevocable.....”

**26.** In the light of aforesaid position in law, in the absence of the material to *prima facie* show that the Power of Attorney was irrevocable, in the sense that, interest was created in favour of the agent, and the possession of the suit property was delivered to the agent, the substratum of the Plaintiff’s case that Shaikh Umar Latif Inamdar had absolute authority to transfer the suit property as the said Power of Attorney was for consideration, *prima facie*, falls through.



**27.** The material on record indicates that subsequent to the execution of the aforesaid Power of Attorney dated 17<sup>th</sup> August 2002 by Balu Talekar in favour of Shaikh Umar Latif Inamdar, a number of instruments were brought into existence in respect of the larger property.

**28.** It seems that on 6<sup>th</sup> November 2001, Balu Talekar had executed an Agreement for Sale in respect of the larger property in favour of Ramdas Khandve and Vikas Bhukan. The abovenamed transferees instituted RCS No. 1696 of 2006 for specific performance of the contract contained in Agreement for Sale dated 6<sup>th</sup> November 2001. In the said suit, on 14<sup>th</sup> December 2006, Mr. Balu Talekar, the original owner and the abovenamed transferees filed a compromise pursis and thereupon, a consent decree was passed. The consent decree records that the parties settled the dispute in accordance with the agreement dated 5 December 2006.

**29.** Pursuant to the Agreement dated 5<sup>th</sup> December 2006 executed between the parties, the original owner agreed to execute a Sale Deed in respect of larger property and, also not to cause obstruction to the possession and enjoyment of the said transferees over larger property.

**30.** In accordance with the terms of the Agreement dated 5<sup>th</sup> December 2006, initially the Sale Deed in respect of 38 R land was executed by Balu Talekar and his wife and children in favour of Lunkud



Infrastructure on 26<sup>th</sup> December 2006; the Decree Holders in RCS No. 1696 of 2006, Ramdas Khandve and Vikas Bhukan were the consenting parties thereto.

**31.** Subsequently, on 23 October 2008, a Sale Deed in respect of 70 R land out of the larger property was executed in favour of M/s. Ashray Premises by Balu Talekar, his wife and children and the decree holders in RCS No.1696 of 2006 were the consenting parties thereto. Thus, under the second Sale Deed dated 23 October 2008, Balu Talekar seems to have divested his right, title and interest in the entire larger property. Whether the Sale deed which was subsequently registered pursuant to a Deed of Confirmation dated 11 May 2011, constitutes a revocation of the Power of Attorney in favour of Shaikh Umer Latif Inamdar, can be said to be a matter for adjudication. At this stage, and in this proceeding, it may not be appropriate to delve deep into the effect of the registration of the Sale Deed dated 23 October 2008 on the basis of the Deed of Confirmation dated 11 May 2011. However, the courts were required to take into account the fact that, prima facie, the aforesaid two sale deeds were in pursuance of a consent decree passed in RCS No.1696 of 2006.

**32.** At this stage, the element of suppression of facts which have a bearing upon the exercise of equitable jurisdiction assumes significance. The learned District Judge has specifically referred to the fact that the



Plaintiff did not disclose the pendency of SCS No.25 of 2014 instituted by the original owner for a declaration that the sale deed dated 5 October 2010 in favour of the Plaintiff was void. What further exacerbates the situation is the fact that, before entering into the said transaction and executing the sale deed dated 5 October 2010, the Plaintiff has, as noted by the learned District Judge, issued a public notice on 25 November 2009, inviting objections. The Defendants, at that point of time itself, had raised objection to the transaction. Yet, the Plaintiff went ahead with the transaction and got the sale deed executed.

**33.** This factor, prima facie, demolishes the case sought to be put up by the Plaintiff regarding the knowledge of the adverse interest asserted by the Defendants and their predecessor-in-title. When such objection was raised, the Plaintiff can be said to have entered into the transaction at his own peril.

**34.** The learned Civil Judge had not appreciated the implications of the aforesaid suppression of facts and lightly brushed them aside as immaterial. The learned District Judge, in the considered view of this Court, correctly appreciated the consequences that entailed the aforesaid suppression of facts from the point of view of grant of equitable relief.



35. As noted above, the Petitioner – Plaintiff has also transferred his interest in the suit property in favour of third party, after the impugned judgment.

36. In the totality of the circumstances, in exercise of the supervisory jurisdiction, this court does not find that the impugned judgment and order suffers from either patent error of law, perversity or unreasonableness or results in grave miscarriage of justice. Therefore, no interference is warranted in the impugned order. The Writ Petition, therefore, deserves to be dismissed.

37. Hence, the following order:

**: O R D E R :**

- (i) The Writ Petition stands dismissed.
- (ii) Rule discharged.
- (iii) No costs.

**[N. J. JAMADAR, J.]**

38. At this stage, the learned Counsel for the Petitioner seeks continuation of ad-interim relief for a period of two weeks.

39. Since the interim relief granted by the learned District Judge has been in operation till today, the said order shall continue to operate for a period of two weeks from today.

**[N. J. JAMADAR, J.]**