

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Second Appeal No.287 of 2012

Shri Bhaskar Baburao Pant ... Appellant

Versus

Shri Sharad Balkrishna Chaudhari
and others ... Respondents

Ms Pallavi N. Dabholkar, Advocate for Appellant.
Shri S.A. Ghaisas, Advocate for Respondent No.1.

Coram : R.K. Deshpande, J.
Dated : 10th June, 2015

P.C.:

The Trial Court dismissed the suit for specific performance of contract on 8-3-2006 holding that the plaintiff has failed to establish that the defendants had executed an agreement to sale in favour of the plaintiff on 20-4-1995 for the consideration of Rs.90,000/-. The question of readiness and willingness on the part of the plaintiff was answered holding that the issue does not survive. The Appellate Court has held that the approach of the Trial Court was totally misdirected. The Appellate Court has granted specific performance of contract.

The agreement dated 20-4-1995 was admitted and the only defence raised was that there was a suit for partition and separate possession pending and hence the plaintiff was not entitled to specific performance of contract. The Appellate Court has answered the issue of readiness and willingness in favour of the plaintiff and has passed a decree for specific performance of contract.

The agreement between the parties is not disputed. It is also not disputed that the plaintiff has paid an amount of Rs.61,000/- out of the total consideration of Rs.90,000/-. The period for execution of the sale-deed was one year, as prescribed in the agreement, and it was extended for a further period of one year. The defendants avoided to execute the sale-deed only on the ground that the suit for partition was pending and the shares were required to be worked out.

In view of above, no substantial question of law arises for consideration in this second appeal. The second appeal is dismissed.

(R.K.DESHPANDE, J.)