

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.370 of 2016**

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Ram Babu Prasad

.... Appellant/s

Versus

Om Prakash

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Madhurendra Kumar

For the Respondent/s : Mr.

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**CORAM: HONOURABLE MR. JUSTICE MUNGESHWAR
SAHOO
ORAL ORDER**

2 19-08-2016

Heard learned counsel Mr. Madhurendra Kumar for
the petitioner.

Perused the order dated 05.03.2016 passed in Title
Suit No. 402 of 2010 by Sub Judge IX, Motihari, East
Champanan whereby the learned court below rejected the
application filed by the petitioner for dismissal of the suit for
specific performance of contract on the ground that the
agreement is unregistered agreement.

The Hon'ble Supreme Court in the case of Alka Bose
Vs. Parmatma Devi & Ors. AIR 2009 Supreme Court 1527 has
held that "all agreements of sale are bilateral contracts as
promises are made by both, the vendor agreeing to sell and the
purchaser agreeing to purchase. It cannot be said that unless
agreement is signed by the vendor and purchaser, it is not a
valid contract. Even an oral agreement to sell is valid. If so, a

written agreement signed by one of the parties, if it is evidences such an oral agreement will also be valid. Moreover, in India an agreement of sale signed by the vendor alone and delivered to the purchaser and accepted by purchaser, has always been considered to be a valid contract.”

In view of the above settled proposition of law, in my opinion, learned court below has rightly rejected the application filed by the petitioner.

Thus, this Civil Miscellaneous Application is dismissed.

(Mungeshwar Sahoo, J)

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