

**IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.51 of 2017**

=====

Sohail Ahmad

.... Petitioner/s

Versus

Suresh Prasad Singh & Ors

.... Respondent/s

=====

Appearance :

For the Appellant/s : Mr. Rabindra Prasad Singh

For the Respondent/s : Mr.

=====

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

ORAL ORDER

3 31-01-2017 Heard the learned counsel, Mr. Nawal Kishore Singh
for the petitioner.

Perused the impugned order dated 09.12.2016 passed
by learned Sub Judge I, Sheikhpura in Title Suit No.39 of 2013
whereby the learned Court below rejected the application filed by
the defendant-petitioner under Order VII Rule 11 C.P.C. praying
for rejection of the plaint.

It appears that the plaintiffs-respondents filed the suit
for specific performance of contract. The defendant appeared and
filed the application under Order VII Rule 11 C.P.C. for rejection
of the plaint on the ground that the alleged agreement is not
registered, therefore, in view of the amendment in the Registration
Act in 2001, the suit is not maintainable, as such, the plaint be
rejected.

From perusal of the impugned order, it appears that the



court below has rejected the application on the ground that the agreement to sale is not required to be registered for its enforcement.

The Hon'ble Supreme Court in the case of **Aloka Bose v. Parmatma Devi and 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 both 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 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 the purchaser, has always been considered to be a valid contract."

In view of the settled proposition of law laid down by the Supreme Court that the agreement even if signed by only vendor and it is handed over to the purchaser then also it is a valid agreement and, therefore, it can be enforced under the Specific Relief Act.

So far the amendment in the year 2001 is concerned, the registration is required for the purpose of Section 53A of the



Transfer of Property Act and not for the maintainability of the suit for specific performance of contract.

Thus, I find no reason to interfere with the impugned order in exercise of supervisory jurisdiction. Accordingly, this civil miscellaneous application is dismissed.

(Mungeshwar Sahoo, J)

Saurabh/-

U		T	
---	--	---	--

