

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Second Appeal No.546 of 2015
(Venudas s/o Atmaram Bhoyar and others v. Kantabai Puroshottam Bhoyar)

Office Notes, Memoranda of Coram,
appearances, Court's orders or directions Court's or Judge's orders
and Registrar's order

Shri N.S. Khandewale, Advocate for Appellants.

Coram : R.K. Deshpande, J.
Date : 19th January, 2017

The Trial Court dismissed the claim for specific performance of contract dated 24-4-1993 at Exhibit 56, but passed a decree for refund of earnest money of Rs.13,950/- received by the defendants along with interest at the rate of 12% per annum. The lower Appellate Court has passed a decree against the defendant Nos.1 to 3, who are directed to execute the sale-deed upon receipt of balance consideration of Rs.2,850/- in respect of their undivided share in the suit property. The claim of the plaintiff for specific performance of contract against the respondent No.4 has been rejected.

Shri Khandewale, the learned counsel for the appellant-defendants, has argued that the readiness and willingness has not been established. The lower Appellate Court has held that the substantial amount of consideration was paid. The sale-deed was to be executed as per the agreement

dated 24-4-1993 in the year 2001. Accordingly, the notice was issued on 6-12-2001 calling upon the defendants to execute the sale-deed by paying the balance amount of consideration of Rs.2,850/-.

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

Judge.

Lanjewar