

IN THE HIGH COURT OF JUDICATURE AT PATNA
SECOND APPEAL No.280 of 2012

Jamrool Haque & Ors.

... .. Appellant/s

Versus

Sheikh Mohammad Usman and Anr.

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Anil Chandra, Advocate

For the Respondent/s : Mr. Ranjan Kumar Dubey, Advocate

CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA
ORAL ORDER

11 16-07-2019 Heard learned counsel for the appellants and learned
counsel for the respondents.

2. The appellants were defendants in the suit. The plaintiff filed the suit for specific performance of contract. The plaintiff executed three sale deeds in favour of Liyakat Hussain and there was a deed of agreement that if the plaintiff tenders the entire consideration money within eight years from the date of registration of the sale deeds, Liyakat Hussain (father of the appellants) would execute the sale deed in favour of the plaintiffs with regard to the entire lands. The consideration amount was tendered within seven years from the date of registration of the sale deeds but the defendant on one pretext or the other refused to execute the sale deed. The plaintiff brought



the suit. The defendants-appellants contested the suit. The trial court held that the agreement of re-conveyance between the plaintiff and defendant is genuine and within time prescribed. The plaintiff tendered the consideration amount but the defendant refused to accept the consideration money and execute the sale deed. Accordingly, the suit was decreed. The first appellate court has also returned with the same findings.

3. Learned counsel for the appellants submits that on conditional agreement Late Liyakat Hussain has not put his signature after going through the contents of the agreement. Bibi Chand Tara (defendant) died during pendency of the suit and no abatement was set aside or the legal representatives of deceased Bibi Chand Tara were not brought on record. It is further submitted that the plaintiff did not tender the consideration amount within time but I find that both the courts discussed the evidence available on record and came to the concurrent finding that deed of agreement for re-conveyance is genuine and valid and consideration amount was also tendered within seven years. Liyakat Hussain eventually refused to accept the consideration amount.

4. In this view of the fact, I find no reason to interfere into the concurrent findings of both the courts. Consequently,



there appears no substantial question of law involved in the second appeal. Accordingly, the second appeal is dismissed.

(Prabhat Kumar Jha, J)

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