

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**RSA No.1332 of 2019 (O&M)
Date of Decision:22.12.2022**

Jitender

.....Appellant

Vs.

Rajbir Singh

.....Respondent

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Mukesh Yadav, Advocate for the appellant.

Mr. S.S. Dinarpur, Advocate with Mr. Sumit Gujjar,
Advocate for the respondent.

DEEPAK GUPTA, J.

Defendant of the case is in this appeal against the judgment of reversal qua the relief for specific performance. In order to avoid confusion, parties shall be referred as per their status before learned trial Court.

2. (a) Plaintiff- Rajbir Singh (now respondent) filed the suit bearing registration No.CS/54408/2013 titled 'Rajbir Singh Vs. Jitender' seeking decree for possession by way of specific performance of the registered agreement to sell dated 16.10.2006 with regard to suit property.

(b) It was pleaded that defendant being co-owner to the extent of 1009/7382 share in the total land measuring 369 kanal 2 Marla (detailed in para No.1 of the plaint) situated in Village Molawas, Hadbast No.183, District Rewari, agreed to sell area measuring 10 kanal 9 Marla i.e. 209/7382 share for total consideration of ₹8 lacs vide registered agreement dated 16.10.2006. Defendant received ₹7,99,500/- in the presence of witnesses and put signatures on every page of the agreement, which was presented before the Sub-Registrar, Dharuhera, where defendant affixed his thumb im-

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pression on the first page of the agreement to sell. It was agreed amongst the parties that defendant will seek partition of the joint property from other co-sharers and after the partition, will serve a legal notice upon the plaintiff within two months by registered post for execution and registration of the sale deed.

(c) Plaintiff pleaded that defendant failed to get the sale deed executed in his (plaintiff's) favour. During entire period, defendant kept on assuring the plaintiff that he would get the partition proceedings completed and then shall execute the sale deed. Though, it was mentioned in the agreement that possession of killa No.9 (8-0) and 12/1(2-9) of Rect. No.11 has been delivered but actual possession has not been delivered to the plaintiff till date. As defendant failed to initiate the partition proceedings despite long lapse of time, a legal notice dated 04.09.2012 was served upon the defendant, which was replied by him but he did not execute the sale deed. On 05.10.2012, plaintiff remained present in the Office of Registrar to get the sale deed executed and registered in his favour along with balance sale consideration and necessary amount to meet the other expenses but defendant did not turn up. Plaintiff submitted that he has always been ready and willing to perform his part of contract but defendant failed to do so.

(d) With these averments, plaintiff prayed for decree for specific performance in respect of agreement to sell dated 16.10.2006 in respect of the suit property.

3. Defendant in his written statement denied execution of any agreement. He alleged agreement dated 16.10.2006 relied by plaintiff to be forged and fabricated. Defendant further denied receipt of any earnest money. According to him, plaintiff was in the need of money and had approached him (defendant) for that purpose and received an amount of ₹21 lacs in cash on 16.10.2006 regarding

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which a writing was executed by the plaintiff in favour of defendant but original writing/affidavit was taken away by the plaintiff from the defendant by playing fraud. It was submitted further that as no agreement was executed, so there was no question of making appearance before the Sub-Registrar, Dharuhera on 16.10.2006. Defendant denied to have affixed his thumb impression over the leaf of the first page of the agreement. He denied having ever agreed to seek partition of his land or to serve notice to the plaintiff two months thereafter. As per defendant, he being co-sharer in possession to the extent of 1009/7382 share out of total land measuring 369 kanal 2 Marla, so he is not in possession over specific killa numbers and so, possession of no killa numbers was handed over to the plaintiff. Receipt of the legal notice dated 04.09.2012 is admitted but it is submitted that it was duly replied, wherein he (defendant) had specifically pleaded that plaintiff had taken loan of ₹21 lacs from him; and that agreement was forged and fabricated.

With this stand and controverting all other averments of the plaint, the defendant prayed for dismissal of the suit.

4. In rejoinder, plaintiff re-asserted contents of the plaint and controverted stand of the defendant.

5. Following issues were framed by the learned trial Court:-

1. Whether the defendant executed agreement dated 16.10.2006 to sell the suit property to the plaintiff for a sum of Rs.8,00,000?OPP
2. Whether the plaintiff has always been ready and willing to perform his part of contract?OPP
3. Whether the plaintiff is entitled to compensation of suit proper-

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ty by way of specific performance of agreement? OPP

4. Whether the suit of the plaintiff is not maintainable in the present form?OPD
5. Whether the plaintiff has no locus standi and cause of action to file the present suit?OPD
6. Whether the plaintiff is estopped to file the present suit by his own act and conduct?OPD
7. Relief.”

6. After taking evidence produced by the parties, the matter was heard by the learned trial Court. Issues No.1 to 3 were taken up together for discussion. It was held that defendant had executed agreement dated 16.10.2006 Ex.PW1/A to sell his property to the plaintiff for a sum of ₹8 lacs. However, it was observed that plaintiff did not take necessary steps, when defendant did not get his property partitioned for a long time and that plaintiff could not explain as to why he kept sitting for a long time despite the fact that property had not been partitioned. Further observing that there was steep increase in the prices, due to which, it may be inequitable to grant the relief of specific performance, learned trial Court partly returned the findings in favour of the plaintiff to the extent of refund of the earnest money. The finding on Issues No.4 to 6 went against the defendant. Consequent to all these findings, suit was partly decreed, whereby defendant was directed to pay ₹7,99,500/- to the plaintiff along with simple interest @ 9% per annum with effect from 16.10.2006 till its realisation vide judgment and decree dated 25.09.2015.

7. In the appeal (CNR N: HRRE01-005245-2015), filed by the defendant, learned First Appellate court held that once the agreement to sell was proved

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and almost entire sale consideration (except ₹500/-) had been paid and it was the defendant, who did not take steps to get his land partitioned from the other co-sharers, there was no reason to deny the relief of specific performance. Finding of the trial Court to that effect was reversed. Appeal was accepted. Suit of the plaintiff was decreed with costs. Decree for possession by way of specific performance of the agreement to sell was passed in favour of the plaintiff. Defendant was directed to execute the sale deed in respect of suit property in favour of the plaintiff within a period of two months on payment of the balance sale consideration, vide judgment and decree dated 01.11.2018.

8. Against the above-said judgment and decree, defendant of the case is in this appeal.

It is contended that admittedly, property in dispute was not partitioned till date and that no evidence was produced on record by the plaintiff - respondent to clarify as to why he kept sitting for a long time despite knowing the fact that property had not been partitioned till today. Thus, readiness and willingness on the part of the plaintiff was lacking. Impugned agreement to sell was executed on 16.10.2006. When the defendant-appellant failed to get the property in dispute partitioned, plaintiff-respondent got served a legal notice after a gap of six years on 04.09.2012, which shows that plaintiff was not ready and willing to perform the contract. It is urged that in the circumstances, learned trial Court had rightly declined the relief of specific performance by also taking into consideration the aspect of steep increase in the prices, which made it inequitable to grant the relief of specific performance.

Learned counsel for the appellant has referred to **Saradamani Kandappan Vs. Mrs. S. Rajalakshmi and others, 2011(4) CCC 271**, to contend

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that in the facts and circumstances of the case, equitable relief of specific performance should not have been granted by the First Appellate Court.

It is further urged that agreement to sell was not proved on record because putting of the signatures cannot be said to be execution of the document. Courts below placed explicit reliance on the report of the handwriting expert to come to the conclusion that agreement was executed by the defendant ignoring the fact that such evidence is weak type of evidence and is not safe to rely. Further, it is contended that it is unbelievable in today's world that plaintiff did not take possession of the suit property, although only ₹500/- was left to be paid.

With all these submissions, the defendant-appellant prayed for setting aside both the impugned judgments and decrees passed by the Courts below.

9. By refuting the aforesaid contentions, it is urged by learned counsel for the respondent- plaintiff that after proper appreciation of evidence on record, learned First Appellate Court has rightly granted the relief of specific performance, as the agreement to sell was well proved on record, which is registered document.

10. I have considered submissions of both the sides and have perused the record including the trial Court record.

11. ExPW1/A is the agreement in question executed and registered on 16.10.2006. It is purported to be drafted by Shri Pardeep Kumar Aggarwal, Deed Writer, signed by vendor Jitender and vendee Rajbir Singh and witnessed by four witnesses, namely, Mehar Singh, Niranjana Lal, Ramanand and Ganga Ram Numberdar. In order to prove this agreement, plaintiff not only appeared as his own witness as PW6 but further examined document writer Pardeep Aggarwal as PW2 and one of the attesting witnesses Niranjana as PW3. Both of them fully supported

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the statement of PW6 Rajbir regarding due execution of the agreement by said Rajbir in favour of Jitender. It has also come in the testimony of PW3 Niranjan that two of the attesting witnesses, namely, Ganga Ram Numberdar and Mehar Singh have since expired.

12. Defendant- Jitender in his testimony as DW4 denied his signature on the agreement, although he admitted his photograph and that of vendee Rajbir on the same, which was clicked at the time of registration before the Sub-Registrar. He admits that Niranjan and Mehar Singh i.e. Attesting witnesses are known to him but could not explain as to why they will attest an agreement to sell executed by him, in case it was not the document as it purports to be. Defendant also could not explain how his photograph appeared on the document particularly, when it has been clicked before the Sub-Registrar.

13. Not only above, PW1 Azad, the registration Clerk brought the record regarding the registration of the agreement to sell Ex.PW1/A and proved the same to be the original as per the record. Since defendant has denied his signatures on the agreement, plaintiff examined Jyoti Yadav, handwriting and fingerprint expert as PW4, who compared the disputed thumb impression of defendant Jitender appearing on the agreement with his admitted thumb impression taken from the specimen sheet dated 03.02.2014 and proved her report Ex.PW4/B supported by photographic enlargements, to conclude that thumb impression on the agreement to sell was of the same person, who put the specimen thumb impression i.e. defendant Jatinder. Defendant did not produce any evidence to rebut the evidence of said handwriting expert.

14. In the face of aforesaid evidence, it does not lie in the mouth of the appellant- defendant to plead that he had not executed the agreement to sell in

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question in favour of the plaintiff- respondent. Both the Courts have given concurrent finding on this aspect that agreement in question was executed by defendant- appellant. There is no reason to disturb the said finding.

15. The stand taken by the defendant is that in fact plaintiff had taken an amount of ₹ 21 lacs from him against a writing on 06.12.2006 and that original was taken away by the plaintiff from him by playing fraud. He pleaded that he had disclosed this fact even in the reply to the legal notice, which was sent by the plaintiff. However, he did not disclose the details as to how the fraud was played upon him and how the original was taken away by him. There is no evidence that he lodged any complaint with the police or before any other authority.

16. It is very important to notice that in the reply dated 29.09.2012 Ex.DW3/B to the legal notice dated 04.09.2012 Ex.PW5/B, defendant stated that though the original writing had been taken away by the plaintiff, the photocopy was still available with him. However, during the entire evidence, defendant did not produce any such photocopy of the alleged writing dated 06.12.2006 nor confronted any such writing to the plaintiff during his cross-examination. In these circumstances, stand taken by the defendant to the effect that plaintiff had taken ₹ 21 lacs from him against a writing, which was taken away by him, is absolutely untenable. Witnesses examined by defendant to support this stand are not reliable. The said stand clearly appears to have been taken by the defendant in order to wriggle out from his liability in respect of the agreement to sell Ex.PW1/A.

17. Another contention raised by learned counsel for the appellant is that trial Court had rightly observed that due to lapse of time, it was a case of hardship as prices of the land had increased due to long lapse of time and that plaintiff- respondent failed to take action, when defendant- vendor did not get his share parti-

tioned.

18. There is no merit in the contention. A party who was under an obligation to perform an act, cannot blame the other party, if it fails to perform his own act. As per the terms of the agreement, it was for the defendant- vendor to get his share partitioned in the joint land from other co-sharers and then to inform the vendee- plaintiff within a period of two months from the date of partition through registered post. The testimony of PW6- plaintiff Rajbir reveals that he kept on asking the defendant to get his share partitioned but he did not take any such steps and when he (plaintiff) finally contacted the Halqa Patwari and came to know that even the application had not been moved for partition, then he (plaintiff) has to serve a legal notice on 04.09.2012. Apart from this, the issue of readiness and willingness on the part of plaintiff cannot be questions by the defendant, as he has denied the execution of the agreement to sell itself.

19. As far as the aspects of increase in price and hardship are concerned, let the the legal position in this regard be noticed.

20. In **Surinder Kaur Vs. Bahadur Singh, Civil Appeal No.7424-7425 of 2011 decided by Hon'ble Supreme Court on 11.09.2019**, it has been held that Explanation (2) to Section 20 of the Specific Relief Act provides that the hardship has to be considered at the time of contract, unless the hardship is brought in by the action of the plaintiff.

21. In **Nirmala Anand Vs. Advent Corporation (P). Ltd. AIR 2002 SC 3396**, the contention with regard to phenomenal increase of price during pendency of suit was raised so as to refuse the relief of specific performance. Negating this plea, it was held by Hon'ble Supreme Court as under:

“It is true that grant of decree of specific performance lies in the discretion of

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the court and it is also well settled that it is not always necessary to grant specific performance simply for the reason that it is legal to do so. It is further well settled that the court in its discretion can impose any reasonable condition including payment of an additional amount by one party to the other while granting or refusing decree for specific performance. Whether the purchaser shall be directed to pay an additional amount to the seller or converse would depend upon the facts and circumstances of a case. Ordinarily, the plaintiff is not to be denied the relief of specific performance only on account of the phenomenal increase or price during the pendency of litigation. That may be in a given case, one of the consideration besides many others to be taken into consideration for refusing the decree of specific performance. As a general rule, it cannot be held that ordinarily the plaintiff cannot be allowed to have, for her alone, the entire benefit of phenomenal increase of the value of the property during the pendency of the litigation. While balancing the equities, one of the consideration to be kept in view is as to who is the defaulting party. It is also to be borne in mind whether a party is trying to take undue advantage over the other as also the hardship that may be caused to the defendant by directing the specific performance. There may be other circumstances on which parties may not have any control. The totality of the circumstances is required to be seen.

[under-lined portion emphasized by this court]

22. In **P.D'Souza Vs. Shondrilo Naidu AIR 2004 SC 4472** also, it has been held by Hon'ble Supreme Court that there is no binding precedent to the effect that in all cases, where there had been escalation of prices, court should either refuse to pass a decree on specific performance of contract or direct plaintiff to pay a higher sum. In this case, contention was raised before Hon'ble Supreme Court that Court should not exercise its discretionary jurisdiction in view of hardship which would be faced by the defendant. Negating this contention, it was observed that it is not a case where defendant did not foresee the hardship. Besides, it is not a case that non-performance of the agreement would not cause any hardship to the plaintiff. Moreover, Hon'ble Supreme Court referred to Explanation 1 appended to Section 20 of the Specific Relief Act, which clearly stipulates that

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merely inadequacy of consideration or the mere fact that contract is onerous to the defendant or improvident in its nature would not constitute an unfair advantage within the meaning of sub-section (2) of Section 20. Apart from this, Hon'ble Supreme Court also referred to observations made in **Nirmala Anand's case** and held that it is well settled that in cases of contract for sale of immovable property, the grant of relief of specific performance is a rule and its refusal an exception based on valid and cogent grounds. Further, the defendant cannot take advantage of his own wrong and then plead that decree for specific performance would give an unfair advantage to the plaintiff. Although escalation of price during the period may be a relevant consideration under certain circumstances for either refusing to grant the decree of specific performance or for decreeing the specific performance with the direction to the plaintiff to pay an additional amount to the defendant and compensate him but it would depend upon the fact and circumstances of each case. However, delay in performance of contract due to pendency of proceedings in Court cannot by itself be a ground to refuse relief of specific performance in absence of any compelling circumstances to take contrary view.

23. In **P. S. Ranakrishna Reddy Vs. M. K. Bhagyalakshmi AIR 2007 SC 1256** also, it has been held that relief of specific performance cannot be denied on the ground that price of immovable property is on rise.

24. In **Diwan Chand Vs. Kuldip Kumar Mehta (2008-1) PLR 358**, a similar plea of hardship and escalation of price of the real estate was raised. Negating the plea, it was held by this High Court as under:

“The argument that the plaintiff is not entitled to a decree for specific performance in view of the comparative hardship suffered by the appellant, is again not tenable. The defendant has denied even the execution of the agreement.

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There is no pleading in respect of hardship in the written statement. It is for the defendant to plead and prove the circumstance to decline the relief of specific performance in terms of [Section 20\(2\)](#) of the Specific Relief Act, 1963. Though it is well settled that the jurisdiction to grant decree of specific performance is discretionary and the Court is not bound to grant such relief merely because it is lawful to do so, but the discretion of the court is not arbitrary and is based upon judicial principles. The hardship is a question of fact. The escalation of price of the real estate, reference Govind Ram v. Gian Chand (200) 7 S.C.C. 548; inadequacy of consideration or the mere fact that the contract is onerous to the defendant or improvident in its nature, Reference 'K. Narendra v. Riviera Apartments P. Ltd. 1999(5) S.C.C.77 ' and 'Sargunam (Dead) by LRs. v. Chidambaram (2005) 1 S.C.C. 162' have not been considered as sufficient grounds to decline the decree for the specific performance of the agreement."

[under-lined portion emphasized by this court]

25. In **Satya Jain Vs. Anis Ahmed Rushdie AIR 2013 SC 434**, the issue relating to efflux of time and escalation of price during the pendency of litigation was considered at length. It was held as under:

“27. The ultimate question that has now to be considered is whether the plaintiff should be held to be entitled to a decree for specific performance of the agreement of 22.12.1970. The long efflux of time (over 40 years) that has occurred and the galloping value of real estate in the meantime are the twin inhibiting factors in this regard. The same, however, have to be balanced with the fact that the plaintiffs are in no way responsible for the delay that has occurred and their keen participation in the proceedings till date show the live interest on the part of the plaintiffs to have the agreement enforced in law.

28. The discretion to direct specific performance of an agreement and that too after elapse of a long period of time, undoubtedly, has to be exercised on sound, reasonable, rational and acceptable principles. The parameters for the exercise of discretion vested by [Section 20](#) of the Specific Relief Act, 1963 cannot be entrapped within any precise expression of language and the contours thereof will always depend on the facts and circumstances of each case. The ultimate guiding test would be the principles of fairness and rea-

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sonableness as may be dictated by the peculiar facts of any given case, which features the experienced judicial mind can perceive without any real difficulty. It must however be emphasized that efflux of time and escalation of price of property, by itself, cannot be a valid ground to deny the relief of specific performance. Such a view has been consistently adopted by this Court. By way of illustration opinions rendered in [P.S. Ranakrishna Reddy v. M.K. Bhagyalakshmi](#) and more recently in [Narinderjit Singh v. North Star Estate Promoters Ltd.](#) may be usefully recapitulated.

29. The twin inhibiting factors identified above if are to be read as a bar to the grant of a decree of specific performance would amount to penalizing the plaintiffs for no fault on their part; to deny them the real fruits of a protracted litigation wherein the issues arising are being answered in their favour. From another perspective it may also indicate the inadequacies of the law to deal with the long delays that, at times, occur while rendering the final verdict in a given case. The aforesaid two features, at best, may justify award of additional compensation to the vendor by grant of a price higher than what had been stipulated in the agreement which price, in a given case, may even be the market price as on date of the order of the final Court.

[under-lined portion emphasized by this court]

26. Similarly in **K. Prakash Vs. B. R. Sampath Kumar AIR 2015 SC 9**, Hon'ble Supreme Court held as under:

“Subsequent rise in price will not be treated as hardship entailing refusal of decree for specific performance of agreement of sale. Rise in price is a normal change of circumstances and, therefore, on that ground a decree for specific performance cannot be reversed. However, the court may take notice of the fact that there has been an increase in the price of the property and considering the other facts and circumstances of the case, this Court while granting decree for specific performance can impose such condition which may to some extent compensate the defendant-owner of the property. This aspect of the matter is considered by a three Judge Bench of this Court in **Nirmala Anand vs. Advent Corporation(P) Ltd. and Others, (2002) 8 SCC 146: (AIR 2002 SC 3396; 2002 AIR SCW 3960).**”

[under-lined portion emphasized by this court]

27. **Satya Jain's case** was further followed in **Zarina Siddiqui Vs. A.**

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Ramalingam AIR 2015 SC 580, wherein Hon'ble Supreme Court held that inequitable discretion to grant or not to grant a relief for specific performance also depends upon the conduct of the parties. The necessary ingredient has to be proved and established by the plaintiff so that discretion would be exercised judiciously in favour of the plaintiff. At the same time, if the defendant does not come with clean hands and suppresses material facts and evidence and misled the Court, then such discretion should not be exercised by refusing in his favour by denying specific performance. In this case, before Hon'ble Supreme Court, though defendant No.2 held a registered Power of Attorney on behalf of defendant No.1 to sell and dispose of the property, but the owner of the property not only made a false statement on affidavit that the Power of Attorney had authorized the second defendant only to look after and manage the property but also withheld the said Power of Attorney from the Court in order to misguide the Court from truth of the facts. Further, by registered agreement, the defendant agreed to sell the suit premises after receiving advance consideration but they denied the existence of the agreement in their pleading. It was held that such conduct of the defendants dis-entitle them to ask the Court for exercising discretion in their favour by refusing to grant a decree for specific performance. Hon'ble Supreme Court further held that if a party to a lis does not disclose all material facts truly and fairly but states them in distorted manner and mislead the Court, the Court has inherent power to excise its discretionary jurisdiction in order to prevent the abuse of process of law. In this case, Hon'ble Supreme Court found the plaintiff entitled to the decree for specific performance but by moulding the relief on account of the litigation remaining pending in different Courts, the decree for specific performance was granted on condition to pay ₹15 lacs in addition to the amount already paid.

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28. Legal principles, which can be culled out from the above cited authorities, are as under:

i) Mere inadequacy of consideration or the mere fact that the contract is onerous to the defendant or improvident in its nature, shall not constitute an unfair advantage to the plaintiff over the defendant or unforeseeable hardship on the defendant. **[K. Narendra Vs. Riviera Apartments (P)**

Ltd (AIR 1999SC2309)

ii) The court would take into consideration circumstances of each case, conduct of the parties, recitals in the sale agreement and the circumstances outside the contract have to be seen. **[Nanjappan Vs. Ramasamy**

MANU/SC/0203/2015]

iii) It is further well settled that the court in its discretion can impose any reasonable condition including payment of an additional amount by one party to the other while granting or refusing decree for specific performance. Whether the purchaser shall be directed to pay an additional amount to the seller or converse would depend upon the facts and circumstances of a case. **[Nirmala Anand's case (supra)]**

iv) Ordinarily, the plaintiff is not to be denied the relief of specific performance only on account of the phenomenal increase or price during the pendency of litigation. **[Nirmala Anand's case (supra)]**

v) Rise in price is a normal change of circumstances and, therefore, on that ground a decree for specific performance cannot be reversed, though court while granting decree for specific performance can impose such condition which may to some extent compensate the defendant-owner of

the property. [**K. Prakash Vs. B. R. Sampath Kumar (supra)**]

vi) While balancing the equities, one of the consideration to be kept in view is as to who is the defaulting party. [**Nirmala Anand's case (supra)**]

vii) Explanation 1 appended to Section 20 of the Specific Relief Act, clearly stipulates that mere inadequacy of consideration or the mere fact that contract is onerous to the defendant or improvident in its nature would not constitute an unfair advantage within the meaning of sub-section (2) of Section 20.

viii) However, delay in performance of contract due to pendency of proceedings in Court cannot by itself be a ground to refuse relief of specific performance in absence of any compelling circumstances to take contrary view. [**P.D'Souza Vs. Shondrilo Naidu (supra)**]

29. Thus, the consistent legal position as emerges from the above-said authorities is that mere escalation of price cannot be considered to be hardship on the part of the vendor so as to perform his part of contract to execute the sale-deed. Further, the conduct of the parties plays an important role in exercising of the judicial discretion by the Court under Section 20 of the Specific Relief Act, as to whether specific performance should be allowed or not.

30. Applying the above-discussed legal position to the facts of present case, contention of the appellant that due to increase in price, hardship will be caused to him in case relief of specific performance is granted, has no merit, mainly because of conduct of the appellant – defendant himself, who did not take any steps to get his share partitioned from other co-sharers as was agreed by him;

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enjoyed major part of sale consideration i.e. ₹7,99,500/- out of ₹8 Lacs; and did not even deliver possession vendee-plaintiff of his share. So much so, he even denied the execution of the agreement; and in order to wriggle out of his liability to perform his part of the agreement, took plea of advancing loan to the plaintiff, which has been found to be false by both the courts below.

31. In view of the entire discussion as above, it is held that learned First Appellate Court has rightly held the respondent- plaintiff to be entitled to the relief of specific performance of agreement to sell dated 16.10.2006. Holding the present appeal to be devoid of any merit, the same is hereby dismissed with costs.

December 22, 2022
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(DEEPAK GUPTA)
JUDGE

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No