

between the parties, the appellant repaid the entire loan and necessary documents regarding repayment was produced on record. He further submits that the appellant has examined six independent witnesses to support the terms and conditions of the oral agreement. He therefore submits that the first appellate Court by completely ignoring the supporting evidence with regard to the terms and conditions of oral agreement has reversed the trial Court's finding. He thus submits that the second appeal would raise substantial questions of law on the first appellate court ignoring the supporting evidence in the form of oral evidence as relied upon by the trial Court.

5. I have considered the submissions made on behalf of the appellant. A perusal of both the judgments indicate that the plaintiff asked for specific performance of an oral agreement to sale for a total consideration by Rs.9,000/-. He claims to have repaid the loan amount, which according to the plaintiff includes the part of consideration to be paid to the defendants for transferring the undivided share in favour of the appellant. Apart from contending that there was oral agreement between the parties for transferring the undivided share of the defendants, the plaintiff has not pleaded any specific terms to show concluded contract between the parties. The first appellate Court has therefore refused to accept the

plaintiff's contention regarding oral agreement for want of any concluded contract between the parties.

6. In the absence of any pleadings and supporting evidence regarding the concluded contract between the parties the oral evidence relied upon by the appellant would not be sufficient to accept any concluded contract between the parties.

7. The first appellate Court has also referred to the plaintiff's transferring his half share in the suit property to third party during the pendency of the suit. Thus, in the absence of any concluded terms and conditions of the contract between the parties and the conduct of the plaintiff in transferring his share to third party, the first appellate Court held that the plaintiff would not be entitled to any discretionary relief of specific performance.

8. The reasons recorded by the first appellate Court indicates correct appreciation of the entire evidence on record. I do not find any illegality or perversity in the reasons recorded by the first appellate Court.

9. The second appeal does not raise any substantial question of law. Hence, the Second Appeal is dismissed.

(GAURI GODSE, J.)