



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH : NAGPUR**

**SECOND APPEAL NO.53 OF 2025**

Ramesh Sitaram Patil (dead) thru. LR's **Vs.** Sanjay Ninu Bonde

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*Office Notes, Office Memoranda of  
Coram, appearances, Court's Orders  
or directions and Registrar's order*

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*Court's or Judge's Order*

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Mr. A. P. Wachasundar, Advocate for appellants.  
Mr. R. N. Badhe, Advocate for respondent.

**CORAM : ROHIT W. JOSHI, J.**

**DATE : 24.11.2025.**

. The present Second Appeal arises out of concurrent decrees passed in a suit for specific performance of contract, whereby a decree for specific performance of contract is granted in favour of the plaintiff, who is the respondent in the present appeal. The undisputed facts of the case are that on 17.08.2011, the original defendant (whose legal representatives are the present appellants) had entered into agreement of sale with respect to the suit property for a consideration of Rs.12,41,000/- out of which a sum of Rs.2,41,000/- was paid by the plaintiff to the defendant on the date of execution of agreement and the balance sale consideration of Rs.10,00,000/- was agreed to be paid at the time of execution and registration of sale deed. The parties agreed to execute and register the sale deed on or before 31.12.2011. The suit property comprises of a plot bearing No.37 admeasuring 2700 Sq. Ft., alongwith a building structure standing thereon, which according to the defendant is his residential house.

2. It is the case of the plaintiff that he was always ready and willing to perform his part of the contract, however, the defendant avoided to execute the sale deed, as a consequence of which, suit for specific performance was required to be filed on 10.02.2012.

3. Mr. Wachasundar, the learned Advocate for the defendant has made two principal contentions. The first contention is that the findings recorded by the learned Courts on the aspect of readiness and willingness on the part of the plaintiff to perform his part of the contract was not established and yet both the learned Courts have passed a decree for specific performance in his favour disregarding the mandate of Section 16(c) of the Specific Relief Act. The contention of Mr. Wachasundar is that, the plaintiff had examined PW.5, a bank witness, who deposed that the plaintiff got three demand drafts executed on 30.12.2011 for a sum of Rs.9,00,000/-, Rs.1,00,000/- and Rs. 12,410/-. The contention of Mr. Wachasundar is that the plaintiff had failed to prove readiness and willingness to perform his part of the contract as on 17.08.2011 i.e. the date on which agreement was executed. He contends that the plaintiff ought to have proved that he was ready with the entire sale consideration on the date of execution of agreement, failing which it cannot be held that he was all throughout ready and willing to perform his part of the contract. Mr. Wachasundar has placed strong reliance on the judgments of the Hon'ble Supreme Court in the matter of *Sukhwinder Singh Vs. Jagroop Singh and anr.*, reported in (2021), 20 SCC 245 and in the matter of *P*

***Daivasigamani Vs. Sambandan***, reported in **(2022) 14 SCC 793** in support of his contention.

4. The Second contention is that, the market value of the suit property which was agreed to be sold for a consideration of Rs.12,41,000/- has increased over a period of time and present market value is Rs.42,25,308/- he has placed on record a valuation report issued by the office and Joint Sub-registrar, Malkapur dated 13.03.2025 in support of his contention.

5. As regards readiness and willingness it is not in dispute that out of total sale consideration of Rs.12,41,000/- sum of Rs.2,41,000/- was paid by the plaintiff to the defendant as on the date of execution of agreement. The contention of Mr. Wachasundar is that the term readiness implies capacity to perform financial obligations under the contract, which the plaintiff has failed to prove. The plaintiff, as observed, above has examined bank witness as P.W.5, who has clearly proved the three demand drafts for sum of Rs.9,00,000/-, Rs.1,00,000/- and Rs.12,410/-, dated 30.12.2011 which are at Exh.87 to 89. Thus, as on the date on which the sale deed was to be executed and registered as per the agreement i.e. 31.12.2011 the plaintiff has conclusively established his financial capacity to make payment of the balance sale consideration and also for payment of stamp duty for registration of sale deed. The reliance on the judgments of the Hon'ble Supreme Court in *Sukhvinder Singh and P. Daivasigamani* is clearly misplaced. The readiness on the part of plaintiff is required to be proved in accordance with the agreement. The parties had

agreed for registration of Sale Deed as on 31.12.2011 as on that date the plaintiff was equipped with sufficient funds to discharge his financial obligation of making payment of balance sale consideration.

6. The contention with respect to readiness and willingness is, therefore, liable to be rejected. Both the learned Courts have properly dealt with documentary evidence and pleadings of parties while answering the said issue.

7. It must also be stated that the plaintiff has filed the suit for specific performance immediately on 10.02.2012 i.e. within a period of 40 days from the date which was stipulated for execution and registration of Sale Deed.

8. As regards the valuation report, based on which contention regarding escalation in the market value of the suit property is made, it is found that as on the date of issuance of valuation report i.e. 13.03.2025 the market value of the land is Rs.9,94,050/-. The structure is valued at Rs.32,31,258/-. Accordingly, the market value is arrived at Rs.42,25,308/-. It needs to be stated that the valuation report is issued on the basis of ready-reckoner rates. It is not based on inspection of the building of the suit property. Perusal of paragraph 5 of the affidavit alongwith which the valuation report is annexed will demonstrate that the appellants (legal representatives of ori. defendant) had made application for issuance of valuation certificate on 13.03.2025 and the same is issued on the very same day. It is obvious that the valuation certificate is issued without inspection of

the suit property. The affidavit also states that the valuation certificate is issued in accordance with ready-reckoner of the year 2024-2025 published as per provisions of the Maharashtra Stamp Act, 1958. It is well settled that ready-reckoner rates do not give the correct market value and only indicate the market value for the purpose of computation of stamp duty. Perusal of the agreement will indicate that the structure standing on the suit property is a load bearing structure. There is no evidence on record to indicate that the agreement was entered into for inadequate consideration. The second contention with respect to exercise of discretion having regard to escalation in price is also liable to be rejected.

9. In view of the above, no substantial question of law arises for consideration in the present Second Appeal, second appeal is therefore stands **dismissed** with no order as to costs.

(ROHIT W. JOSHI, J.)

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