

IN THE HIGH COURT OF JUDICATURE AT PATNA
FIRST APPEAL No.102 of 2014

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Sanjay Kumar Sharma Son of Sri Shyam Narain Sharma @ Faujdari Sharma
Resident of Village - Damrahi Ghat, P.O. - Madhav Mills, P.S. - Malsalami,
District - Patna

... .. Appellant/s

Versus

1. Subodh Kumar Sharma Son of Lala Prasad Vishwakarma Resident of
Didarganj, P.O. - Madhav Mills, P.S. - Didarganj, District -Patna

2. Sunaina Devi, W/o Shri Nathun Rai, R/o village Didarganj, P.S. Didarganj,
P.O. Katra Bazar Samiti, District Patna

... .. Respondent/s

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Appearance :

For the Appellant/s	:	Mr. Ravindra Kr Sinha No.2 Mr. Trishul Dhari Nath Verma, Adv. Mr. Samir Kumar Sinha, Adv.
For the Respondent No.1:		Mr.Awadhesh Kumar, Adv. Mr. Shashi Shekhar Sharma, Adv. Mr. Mohit Kumar, Adv. Mr. Anjani Kumar, Adv.
For the Respondent No.2:		Mr. Ajay Kumar, Adv. Mr. Awadhesh Kumar, Adv.

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CORAM: HONOURABLE MR. JUSTICE SOURENDRA PANDEY
C.A.V. JUDGMENT

Date : 15-05-2026

Heard the learned counsel for the appellant and
learned counsels for the respondent Nos. 1 and 2.

2. The instant appeal has been filed under section 96
of the Code of Civil Procedure, 1908 (hereinafter referred to as
“the code”) against the judgment and decree dated 22.03.2014
passed by the learned Sub-Judge-V, Patna City, District Patna, in



Title Suit No.199 of 2007.

3. The appellants were the defendants to the Title Suit No.199 of 2007 and the respondents herein were the plaintiff.

4. The case of the plaintiff was that the defendant Sanjay Kumar Sharma, was the absolute owner and occupier of a piece of land situated at Mauja Nasirpur, Rajpur, P.S.- Didarganj, Distt.- Patna having its Tauji no.- 232, Thana no.- 40, part of Khesra no.- 650 under Khata no.-157, having an area 17(seventeen) dhur and 12(twelve) dhur. The defendant Sanjay Kumar Sharma was in dire need of money to meet out his legal necessity to pay off his creditors and there was no means to arrange and hence the defendant made a general proclamation for the suit land. After such proclamation, the plaintiff approached the defendant and requested him to sell the suit land and offered a sum of Rs. 3,00,000/- (Three Lakhs). The defendant found the offer price of the suit land to be reasonable and thus he voluntarily accepted the offer and agreed to execute an agreement for sale with respect to the suit property. Thereafter, a Baibeyana deed was drafted upon the instruction of the defendant on 10.02.2004 and the same having been typed on a non-judicial stamp was duly signed by the plaintiff and defendant. Upon such Baibeyana a sum of Rs. 1,44,000/- as an



earnest money out of total consideration amount of Rs. 3,00,000/-. The Baibeyana deed dated 10.02.2004 states that the defendant has to execute a registered sale deed in favour of the plaintiff with respect to the suit property within the stipulated period of 11(Eleven) months and the defendant has to perform his part positively by 9th January 2005. It has been stipulated that under the said sale deed, if the defendant fails to execute the sale deed in favour of the plaintiff on receipt of the balance consideration money, then the sale deed has to be executed through the process of the court at the cost of the defendant.

5. The plaintiff paid the consideration amount to the Defendant on the following days.

1. Rs. 34,000/-	On 05.01.2005
2. Rs.36,000/-	On 25.10.2005
3. Rs. 48,000/-	On 25.10.2006
4. Rs. 32,000/-	On 02.07.2007

6. Thus, Rs. 2,94,000/- out of Rs. 3,00,000/- was paid to the plaintiff. The plaintiff was always ready to get the sale deed executed on payment of the balance consideration money of Rs. 6,000/- but the defendant has deliberately and purposely failed to perform his part of the contract and failed to execute the absolute sale deed, and hence, for the performance of such suit was filed.

7. The defendant/appellant challenged the contention



of the plaintiff on a number of grounds, submitting that the suit was not maintainable and the plaintiff had no cause of action and that the suit was false and concocted. The defendant/appellant stated that the suit is barred by law of limitation and the principles of waiver, estoppels and acquiescence. The defendant/appellant stated that he was in need of money and hence he took a loan of Rs. 1,44,000/- from the plaintiff on 10.02.2004, but the plaintiff, while giving the loan to the defendant, had obtained thumb impression on blank non-judicial stamp paper and also on plain papers and thereafter the plaintiff/respondent converted those papers into an agreement for sale illegally with a view to grab the property. It was further contended that the matter was set to rest by the intervention of people and the defendant had promised to return the loan amount within a year and then the plaintiff forgave his claim on the basis of an alleged agreement for sale dt. 10.02.2004. Due to poverty, the defendant could not return the aforesaid loan amount to the plaintiff, as a result of which the plaintiff filed the suit. It is the case of the defendant/appellant that the defendant/appellant signed a blank non-judicial paper and one plain paper, which the plaintiff has illegally converted for its own use and thus on that basis the plaintiff filed the suit



for specific performance. The defendant had never negotiated to sell the property and executed the baibeyana dated 10.02.2004.

8. The learned Trial Court on the basis of the pleadings of the parties and the materials available before it, framed the following issue:-

I. Is the suit as framed maintainable?

II. Whether the plaintiff has got a valid cause of action for the suit?

III. Is the suit barred by the law of limitation, estoppels, waiver and acquiescence?

IV. Whether the plaintiff is entitled to get a decree for specific performance of contract under the agreement for sale of Baibeyana deed dated 10.02.2004?

V. Whether the plaintiff was ready and willing to perform his part of the contract?

VI. Whether the baibeyana deed dated 10.02.2004 is legally valid and genuine?

VII. To what other relief or reliefs is the plaintiff found entitled?

9. The learned trial court recorded its finding that the most important issue to be decided was issue no.-4, i.e., "Whether the plaintiff is entitled to get a decree for specific



performance of contract under the agreement for sale of baibeyana deed dated 10.02.2004?” Thereafter, upon analysis of the oral and documentary evidence(s) on record adduced at the trial, the learned trial court came to a finding that the deed dated 10.02.2004 is valid. The evidences adduced are consistent and cogent. The learned trial court has extol the oral evidence of P.Ws, and found that as readiness and willingness are required U/S 16(C) of the Specific Relief Act, the plaintiff has well proved that he has performed and has always been willing and ready to perform the essential terms of the contract of the agreement for sale dated 10.02.2004 executed by the defendant. The plaintiff proved his case and in this manner the learned trial court ruled in favour of the plaintiff.

Submissions

10. Learned counsel for the defendant/appellant has submitted that it was neither the defendant/appellant, who had asked the deed writer to write the agreement for sale and nor was it typed on his instructions and the defendant/appellant denies the execution of any *Bai Bayana* including the *Bai Bayana* dated 10.02.2004. Learned counsel for the defendant/appellant submits that it is an admitted case of the defendant/appellant that he was in urgent need of money, so he



received amount of Rs.1,44,000/- from the plaintiff by way of loan and the plaintiff/respondent obtained signature and thumb impression on non-judicial stamp as well as on other blank papers and subsequently converted the same into *Bai Bayana*. The defendant/appellant has also denied that any further amount was received by the defendant/appellant.

11. The learned counsel for the defendant/appellant further submits that the defendant/appellant had in fact sent legal notice dated 07.09.2007 (Exhibit-3) though his advocate denying the execution of the alleged agreement for sale as well as requested to receive the amounting to Rs.1,44,000/- within 15 days, which meant that the alleged *Bai Bayana* (Exhibit 1) even if was valid has been deemed to cancel. Learned counsel for the defendant/appellant has submitted that the findings arrived at by the learned Trial Court is wrong and incorrect as the learned Trial Court has not taken into account the Exhibit-3, i.e., the notice dated 07.09.2007, which was given by the defendant/appellant to the plaintiff/respondent no.1.

12. Learned counsel for the defendant/appellant has submitted that the plaintiff/respondent witnesses were not consistent and cogent has held by the learned Trial Court as P.W. 1, namely, Subodh Kumar Sharma has admitted in his



examination-in-chief that the original *Bai Bayana* dated 10.02.2004 was executed in his presence and after receiving the earnest money the defendant/appellant had put his signature in the presence of the witnesses contradicts himself during cross-examination wherein he has admitted that he had not given the money and in fact his father had done all the work. It has been submitted that the said statement is beyond the pleading of the plaintiff and thus falsifies the case of the plaintiff.

13. It has also been submitted that as the father of the plaintiff/respondent no.1 has not been examined, in such circumstances the factum of execution and giving the consideration amount is not proved. It has next been submitted that as per the deposition of P.W. 2, it would be safely assumed that the agreement was not prepared in his presence and thus he is a hearsay witness and only to support the plaintiff's version, he was examined and thus, his statement cannot be relied upon.

14. Referring to the statement of the P.W. 3, it has been submitted that the statements cannot be relied upon, in view of his contradictory statements made in paragraph '5' and paragraph '21' and also in paragraph '19' of his cross-examination. While P.W.4 is an interested witness because during the pendency of the suit the agreement was executed



in his favour for the suit land as stated by him in paragraph '17' of his cross-examination and therefore, his statement cannot be relied upon.

15. Learned counsel for the defendant/appellant has submitted that the grant of relief of specific performance is discretionary and equitable relief and the Hon'ble Supreme Court in the case of *Kamal Kumar vs. Premlata Joshi and Ors.* reported in **2019 (3) SCC 704** has framed the material questions in paragraph '7' of the said judgment, which classifies the situations in which grant of relief of specific performance can be made. It has, thus, been submitted that in view of the factual circumstances the plaintiff/respondent no.1 has not made out a case as to whether there existed a valid and concluded contract between the parties for sale and purchase of the suit property.

16. Hampering upon his submissions that at the time of *Bai Bayana* deed (Exhibit-1) the plaintiff/respondent was neither present nor any payment was given by the plaintiff/respondent clearly goes on to show that he was not present at the time of execution of the deed and the same was admittedly done by his father.

17. Learned counsel for the appellant has also submitted that in absence of any declaratory relief to declare



that the notice dated 07.09.2007 (Exhibit-3) given by the defendant/appellant makes the suit for specific performance not maintainable. It has, thus, been summarized by the appellant that in absence of a valid agreement between the parties whether a decree for specific performance of execution of sale deed in respect of the suit property can be delivered. It has next been submitted that the existence of a valid agreement is *sine qua non* for grant of specific relief of performance and a non-existent agreement to sale cannot be enforced.

18. Learned counsel has relied upon the judgment passed by the Hon'ble Supreme Court in the case of ***Sangeeta Sinha vs. Bhawna Bhardwaj*** reported in ***2025 (3) BLJ 116 (SC) (2025 SCC OnLine SC 723)***. The learned counsel for the defendant/appellant has submitted that the defendant/appellant has denied the execution of valid contract/agreement dated 10.02.2004 (Exhibit-1) and as such non-existent agreement to sale cannot be enforced by Court of law and on this ground alone the suit was no maintainable and thus the present appeal is fit to be allowed. Learned counsel has submitted that the conduct of the plaintiff can be judged by the fact that during the pendency of the suit he had entered into a Bai Bayana with a third person who was also examined as P.W. 4, namely, Nathun



Rai and the said property has now been delivered in favour of the Nathun Rai.

19. Learned counsel for the defendant/appellant has referred to a judgment passed by the Supreme Court in *M/S Citadel Fine Pharmaceuticals vs M/S Ramaniyam Real Estates P.Ltd.& Anr.* reported in *2011 (9) SCC 147*, wherein it has been held that due to suppression of material facts purchaser is not entitled to any relief in his suit for specific performance as in the present case the plaintiff/ respondent no.1 has failed to disclose in the plaint that the defendant/appellant had issued the notice dated 07.09.2007 (Exhibit-3) requesting him to receive the loan amount within 15 days.

20. Learned counsel appearing on behalf of the plaintiff/respondent No.1 has submitted that the case of the plaintiff/respondent No.1 was simply based on the agreement for sale (Exhibit-1) dated 10.02.2004, which was signed by the defendant/appellant and there was an admission of receiving the consideration amount for the same. It has been submitted that the amount which had been received by the defendant/appellant was duly signed on various dates and therefore, denial at this stage and coming out with a new story after accepting 98% of the consideration amount goes on to show that the



defendant/appellant has tried to make out a different story of taking loan, however, the documents on record, i.e., Exhibit-1 and Exhibit-3 clearly shows that the amount was paid in lieu of agreement for sale.

21. Learned counsel for the plaintiff/respondents submits that the reliance placed by the learned counsel for the defendant/appellant in the case of *Sangeeta Sinha vs. Bhawna Bhardwaj* (supra) is misplaced as that was a case where a clear-cut notice for canceling of the agreement for sale was made and therefore, the same cannot be applied. The learned counsel for the plaintiff/respondent has relied upon ratio laid down by the Hon'ble Apex Court in the case of *P. Ramasubamma vs V. Vijayalakshmi* reported in *2022 (7) SCC 384* in which the Hon'ble Court has held that once the execution for agreement of sale and payment/receipt of advance substantial sale consideration was admitted by the vendor, thereafter, nothing further was required to be proved by the plaintiff/respondent. It has, thus, been submitted that the present appeal has got no merit and is fit to be dismissed.

22. Learned counsel for the respondent no.2 submits that during the pendency of the aforesaid appeal the learned Executive Court got the sale deed executed in favour of the



plaintiff/respondent no.1 on 18.06.2016 and pursuant to the same the plaintiff/respondent no.1 has also executed registered sale deed on 19.02.2016 in favour of Smt. Sunina Devi, respondent no.2. It has been pointed out that this Hon'ble Court *vide* order dated 30.10.2023 has allowed the interlocutory application bearing I.A. No.3 of 2023 which was filed under Order I Rule 10 (2) read with Section 151 of the Code of Civil Procedure for adding the name of Sunaina Devi as respondent no.2.

23. It has been submitted that the execution of the sale deed in favour of the Sunaina Devi was admitted by the plaintiff/respondent no.1 and thereafter, the present respondent no.2 was directed to be implead as respondent no.2.

24. Learned counsel for the respondent no.2 has also retreated the arguments forward by the respondent no.1 and has stated that in view of such position in law and the facts and circumstances, the present first appeal is fit to be dismissed.

Consideration

25. The plaintiff/respondent no.1 in order to prove his case, has laid oral as well as documentary evidence and got examined five witnesses. P.W. 1 is the plaintiff/respondent no.1 himself, while P.Ws. 2 and 3 are the witnesses to the agreement



for sale, whereas P.W. 4 is one Nathuni Rai and P.W. 5 is Satyendra Kumar. The documentary evidence brought on record by the plaintiff/respondent no.1 was the agreement for sale dated 10.02.2004, which was marked as Exhibit-1, while the signature of witness Raj Kumar on the *Bai Bayana Deed* was marked as Exhibit-1/A, while Exhibit-2 series are legal notices sent to the defendant-appellant and Exhibit-3 is the reply to the legal notice sent by the defendant-appellant.

26. The defendant-appellant also got examined four witnesses, namely, Shyam Narayan Sharma, D.W.1, father of the defendant-appellant, D.W.2, Bisheshwar Prasad, D.W.3, Ganga Vishwkarma, D.W.4, Sanjay Kumar Sharma, the defendant-appellant himself.

27. From appraisal of the evidence of the various witnesses, the evidence of one witness becomes of prime importance, which is D.W.1, Shyam Narayan Sharma, who happens to be the father of the defendant-appellant. This witness, during his cross-examination in paragraph '12', has admitted that Exhibit-1, i.e., the agreement for sale, was prepared in his presence. He has further admitted the writing and signature of his as well as also the signature of his son, Manoj Kumar Sharma, over the same. Further, in paragraph



‘13’, he has identified the signature of his son, Sanjay Kumar Sharma (the defendant-appellant), on both page nos. 1 and 2 of Exhibit-1.

28. Such admission by D.W.1 of execution of the agreement for sale and acceptance of the amount and the signatures put therein creates a doubt over the case of the defendant-appellant, as in the written statement, the case of the defendant-appellant was that they needed money and hence they had borrowed the same from the plaintiff/respondent No. 1.

29. The further admission in paragraph ‘15’ by D.W. 1, in categorical terms, that his son, the defendant-appellant Sanjay Kumar Sharma, had put his signature on Exhibit-1 was in the capacity as a vendor.

30. In view of such deposition by D.W. 1, one thing is established that Exhibit-1, i.e., the agreement for sale, was indeed executed by the defendant-appellant Sanjay Kumar Sharma in the presence of his father, D.W. 1, and his brother, Manoj Kumar Sharma, was a witness to the said document, therefore, the stand taken by the defendant-appellant that the amount was taken as a loan cannot be sustained.

31. The defendant-appellant, Sanjay Kumar Sharma, who was examined as D.W. 4 during his cross-examination-in-



chief, has deposed that his father, on account of loss in business as also for the treatment of the sister of defendant-appellant, was in need of money and as such, they had taken loan from the plaintiff/respondent.

32. This oral evidence of D.W. 4 is contrary to the pleadings made in the written statement, as the defendant-appellant has specifically pleaded that to meet his legal necessity, he was in need of money, so he had taken loan from the plaintiff/respondent. Such a contradictory stand raises question upon the veracity of the claim of the defendant-appellant.

33. D.W. 4 in paragraph '13' of his cross-examination has identified the signature of his father over Exhibit-1, which has been marked as Exhibit-1/B and he further goes on to admit that he had written the said document in favor of plaintiff/respondent No.1, Subodh Kumar Sharma. D.W. 4 has also admitted his signature and the signatures of his father and brother over the pages of Exhibit-1, which all would go on to show that it was only after receiving the part consideration money on different dates, the said signatures were put and therefore, there is no question of any loan having been taken by the defendant-appellant.



34. One of the pleas taken by the defendant-appellant that he had taken loan and the signatures were taken on the blank paper and later on, the agreement for sale has been entered in the said document, falls flat simply on the ground that on the first page of the said agreement for sale, the defendant-appellant Sanjay Kumar Sharma has made an endorsement in his own handwriting that he has gone through the deed and has understood the content of the same and accepts having received Rs.1,44,000/-.

35. From perusal of the said Exhibit-1, there is a noting in the handwriting of D.W.-4, Sanjay Kumar Sharma, “वशुल पाया” this endorsement amply proves that he had received money in return of some transaction. Had the money been taken by way of loan, the use of word “वशुल” would not be there.

36. The learned counsel for the defendant-appellant has heavily relied upon Exhibit-3, which was brought on record by the plaintiff/respondent No. 1 and has contended that the defendant-appellant had cancelled the agreement for sale and as such, it was obligatory on the part of the plaintiff/respondent to seek a declaration with regard to the cancellation of the agreement for sale.

37. Learned counsel for the appellant has relied upon



a judgment reported in **2025 (3) BLJ 116 (SC)** in the case of ***Sangeeta Sinha vs. Bhawna Bhardwaj***. The reference to such judgment, in my opinion, is not well-placed, as in the present case, perusal of Exhibit-3 would show that it does not anywhere contain that there was a clear notice for cancelling the agreement for sale, whereas in the referred judgment, there was a clear-cut notice by the defendant-appellant for cancelling the agreement and she had returned the money paid in advance by way of bank draft and post-dated cheque and had also lodged an FIR against the plaintiff-defendant alleging that the agreement was prepared by playing fraud.

38. In the present case, though the defendant-appellant has claimed that he had taken money by way of loan but he has not challenged the agreement for sale on the ground of fraud being played upon them by taking advantage of their signatures put on blank paper initially and then the contents for the agreement of sale being entered upon them.

39. The case of defendant-appellant further falls flat on the ground as on one hand he has stated the receiving of money as a loan and at the same time he is relying upon Exhibit-3, which is an information for accepting the amount back from him. This cannot be done simultaneously by the



defendant-appellant, who has to stick to only one pleading as to whether he had accepted the money as loan or in consideration to the sale of land.

40. In the opinion of this Court, the issuance of such so-called cancellation of agreement letter issued by the defendant-appellant the entire pleading of the defendant-appellant that the amount was taken as loan is demolished.

41. From perusal of Exhibit-3, one more fact emerges that there is no reference to cancellation of any agreement for sale, rather, an offer has been made to return the money. Thus, the contention of the defendant-appellant that the suit was not maintainable also is not tenable in law.

42. Taking the evidence of defendants, where execution of agreement for sale was accepted in a way that they have not denied their signature over the same and in fact the father of the appellant has gone to accept that the same was prepared in his presence and thereafter, out of the total consideration money of Rs.300,000/-, the defendant-appellant having accepted almost the entire consideration amount, i.e., Rs.2,94,000/- and only Rs.6,000/- was to be paid. Therefore, when the substantial consideration amount was paid by the respondent-plaintiff and was admitted by the vendor, therefore,



such payment strongly corroborates the contention of the plaintiff/respondent and goes on to show his *bonafide*. Payment of almost 98% of the consideration amount, which is being proved by Exhibit-1, strongly stands in support of the case of the plaintiff/respondent.

43. The case of the plaintiff/respondent was that he was always ready and willing to pay the remaining amount of Rs.6,000/- has been taken note of by this court and supported by the evidence of the plaintiff and the defendant/appellant has not been able to disprove such evidence.

44. At this stage the reliance placed upon by the learned Counsel for the plaintiff/respondent on the case of ***P. Ramasubbamma vs. V. Vijayalakshmi and others*** reported in ***2022 (7) SCC 384*** is of importance wherein the Hon'ble Supreme Court has observed that once the substantial consideration amount for sale has been paid and received and was also admitted by the vendor, then in that case nothing else is needed to be proved by the plaintiff/respondent.

45. As already observed, the evidence of D.W. 1 and D.W. 4 clearly depicts that they have admitted that the defendant-appellant has executed an agreement for sale in favor of plaintiff/respondent No. 1 and has received 98% of the



consideration amount money. Therefore, nothing else needed to be proved.

46. From the discussions made hereinabove, the findings arrived at by the learned trial court, especially with regard to the issues Nos. IV, V and VI, have been considered carefully. This court has also examined the oral as well as the documentary evidence.

47. From perusal of Exhibit-1, one thing is clear that the same is an agreement for sale and bears the signatures of vendors at each stage, i.e., on execution and on the acceptance of the consideration amount. The plaintiff/respondent no.1 case is that they had paid the majority of amount and had been requesting for execution of the sale in his favor on receipt of a meager balance amount, which was not being adhered to, compelling the plaintiff/respondent no.1 to approach the Court for specific performance of the contract.

48. It is the specific case of the plaintiff/respondent no.1 that he was ready and willing to perform his part of the contract and always requested the defendant-appellant to execute the absolute sale deed in favour of the plaintiff/respondent. The plaintiff's case that the defendant had received a sum of Rs.2,94,000/- out of the full consideration



amount of Rs.3,00,000/-, therefore, he being not interested in getting the sale deed executed, is absolutely unbelievable, as he had already paid 98% of the entire amount. The willingness and readiness of the plaintiff/respondent can be seen in the legal notices sent to the defendant-appellant on 03.06.2005 and subsequently on other dates, such as 08.08.2007 and 23.08.2007 which have been brought on record by way of Exhibit-2 series. Therefore, the readiness and willingness of the plaintiff/respondent stands proved.

49. All the plaintiff's witnesses have supported the case of the plaintiff/respondent and the documentary evidence proved on behalf of the plaintiff goes on to show that there was indeed an agreement for sale in favor of the plaintiff/respondent No. 1 and hence, this court also finds that the evidence of the P.Ws. are consistent and cogent on the point of execution of agreement for sale and acceptance of the consideration amount.

50. This court also finds that the requirement under Section 16(c) of the Specific Relief Act, 1963, of readiness and willingness of the plaintiff/respondent is also well proved and he has performed most part of the agreement and was also ready to perform the essential terms of the contract, i.e., the agreement for sale dated 10.02.2004 (Exhibit 1).



51. In view of the above, the aforesaid issues Nos. IV, V and VI have rightly been decided in favor of the plaintiff/respondent.

52. One more issue raised before this court which needs to be referred to was the claim of the defendant-appellant through Exhibit-3. As already observed, there is no averment with regard to the cancellation of the sale of agreement and only an offer to return the money back was made does not entitle the defendant-appellant to unilaterally assume the cancellation of agreement for sale.

53. It is a settled law that once substantial right has accrued in favour of the plaintiff/respondent no.1, the contract (agreement for sale) could not have been rescinded by any unilateral act and therefore, Exhibit-3, which the defendant-appellant has relied heavily has no legal efficacy and cannot be held to be a valid document for cancellation of agreement for sale.

54. In view of the issue Nos. IV, V and VI being decided in favour of the plaintiff/respondent no.1, this Court has no hesitation to concur with the findings of the learned Trial Court that the suit was maintainable and there was a valid cause of action for filing of the said suit and the same was also not



barred by the laws of limitation, estoppel, waiver and acquiescence and therefore, these issues have also been rightly decided in favour of the plaintiff/respondent.

55. It is also a settled law that once the requirement of Section 16 (c) of the Specific Relief Act, 1963 is fully satisfied, there was nothing further to be proved by the plaintiff.

56. The principles laid down by the Hon'ble Supreme Court in the case of *N.P. Thirugnanam (Dead) By LRS. vs. Dr. R. Jagan Mohan Rao and others* reported in (1995) 5 SCC 115 and *K.S. Vidyadnam and Orthers vs. Vairavan* reported in (1997) 3 SCC 1 squarely applies to the facts and circumstances of the present appeal.

57. This Court being the first Appellate Court has independently re-appreciated the entire evidence on record. This Court having minutely perused the impugned judgment, holds that the findings recorded by the learned Trial Court are based on proper appreciation of evidence and correct application of law and no perversity, illegality or misinterpretation/misreading of evidence has been shown so as to warrant interference under Section 96 of the Code of Civil Procedure by this Court.

58. Accordingly, the first appeal is dismissed.

Ordered



59. The judgment and decree dated 22.03.2014 passed by Sri Rajneesh Kumar Srivastava, learned Sub-Judge-V, Patna City, District Patna, in Title Suit No.199 of 2007 is hereby affirmed.

60. The defendant-appellant is directed to hand over the possession in favour of the plaintiff/respondent within thirty days from the date of production of a copy of this judgment.

(Sourendra Pandey, J)

manoj/-

AFR/NAFR	NAFR
CAV DATE	29.04.2026
Uploading Date	18.05.2026
Transmission Date	NA

