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READINESS AND WILLINGNESS

SEC.16(C) OF THE SPECIFIC RELIEF ACT, 1963



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1. C.S VENKATESH V. A.C.S MURTHY (D) BY LRS. ON 15TH JANUARY 2020

Held - It was held that there was no plea or proof regarding Plaintiffs readiness and willingness to perform his part of contract under Sec.16(c) of the Specific Performance Act, 1963. The sale deed was nominal and the amount specified was to secure the loan amount advanced by the defendant.

2. SUKHWINDER SINGH V. JAGROOP SINGH & ANR., 2020 SCC ONLINE SC 86.

It was held that even if the amount has been deposited the readiness and willingness is necessary to be proved which has not been proved. The appeal is allowed in part and the amount should be paid by the appellant. In case of failure the amount should be paid with interest 12% per annum.

3. SRI G S HALESHAPPA V. MASTER EKNATH RSA No. 1399 of 2018

The Hon'ble Supreme court held that the respondent should establish his readiness as well as willingness and therefore, the personal bar of Sec.16(c) of the Specific Relief Act, 1963 would not apply.

4. OM PRAKASH AGGARWAL V. RAJ KUMAR MITTAL., 2019 SCC DEL 7486

Held - The readiness and willingness must be complied with spirit and subject. It should not be letter and form. The plaintiff committed the breach of agreement. Therefore, he is not entitled for specific performance and damages.

5. RAM NIHORE AND OTHERS V. AJAYAB LAL., 2019 SCC ONLINE ALL 5147

Held - The obligation to establish that the Plaintiff has ready and willing is to execute the sale deed in terms of contract, in default it becomes due and due course of the suit until it is decree is passed are the requirements under Sec.16(c) of the Specific Relief Act, 1963. The breach of contract as well as the readiness and willingness on the part of plaintiff and therefore, the specific performance cannot be awarded.



6. DHANU V. AJAI KANT AND OTHERS, 2019 SCC ONLINE ALL 5148

Held - The plaintiff proved that he has readiness and willingness to purchase the suit property by producing adequate evidence. To indicate court of fact the court must look into the facts in hand under Sec.16(c) of the Specific Relief Act, 1963 is mandatory.

7. MULAKH RAJ V. LALDIN & ORS., RSA No. 2273 of 1992

Held - The trial court could not grant discretionary relief on non-compliance with Sec.16(c) of the Specific Relief Act, 1963 even though the agreement is proved which is sine quo non for claiming under Sec.20 of the Act.

8. JANAKI DEVI V. SUBHASH CHANDRA & OTHERS, 2019 SCC ONLINE 3581

Held - The appellant who was a purchaser on the existence of the agreement to sell could not raise the issue on correctness of the fact about the recordings of the readiness and willingness. Therefore, second appeal is allowed on non-interference with the facts.

9. KAMAL KUMAR V. PREMLATA JOSHI & ORS., (2019) 3 SCC 704

The requirements have to be properly pleaded by the plaintiff and proved with the evidence in accordance with law and the court on discretion can grant or refuse the relief of specific performance depending upon the facts of the case. In this case, the plaintiff neither ready nor willing to perform his contract, therefore, he is not liable for specific performance and to claim of refund of earnest money.

10. SURINDER KAUR V. BAHADUR SINGH, (2019) 8 SCC 575

Held - The specific performance of a contract cannot be enforced on favor of a person who has not ready or willing to perform his part of the contract. Promisor not



bound to perform the contract until the reciprocal promise was made under Sec.51(1) of the Contract act, 1872 r/w Sec.16(c) of the Specific Relief Act, 1963. When a contract consists of reciprocal promise which should be performed simultaneously, promisor need not perform his promise till the promisee is ready and willing to perform his reciprocal promise.

11. M.K CHABBRA V. DAMANJIT KAUR., RFA 2/2019

Held - It is necessary to prove 16(c) of the Specific Relief Act, 1963 by the plaintiff and he cannot argue that trial court did not frame the issues related to 16(c) of the Specific Relief Act, 1963. Therefore, he is not entitled for Specific Performance.

12. SHIVDAYAL MAHAJAN V. BANWARI LAL MAHAJAN 2018 SCC ONLINE RAJ 2396

Held - The Plaintiff must aver that he has performed or has been willing to perform the part of the contract. So, the compliance of readiness and willingness has to in spirit and substance other than in letter or form. So the mechanical production of exact words of the statute is to insist on form rather than essence. Therefore, absence of form cannot dissolve an essence when pleaded.

13. HARIA V. ANTO S 2018 SCC ONLINE KER 906

Held - The plaintiff without sufficient fund ready and willing to perform the sale. The relinquishment of claim for damages or loss or for deficiency form part of the readiness and willingness under Sec.16(c) of the act mandates for the part performance of the Contract under Sec.12(3) of the Specific Relief Act.

14. BHAJAMAN BEHARA V. BISHNU CHARAN PATTANAIK 2019 SCC ONLINE ORI 279.

Held - In this case the Plaintiff was ready to pay the amount but the defendant failed to accept the payment and he send a legal notice. There is no perverse on the



findings. The Plaintiff did not arise allegation on readiness and willingness to perform his part of the contract. Therefore, equitable remedy cannot be granted on the basis of such pleadings and evidence.

15. SULEMAN AADAMJIBHAI NAGARIYA V. LEGAL HEIRS OF DECD. MOHAMMED YAKUBMIYA MOHSINMIYA 2019 SCC ONLINE GUJ 3679

Held - The Plaintiff has to aver the requirements under Sec.16(c) of the Act. He has to prove the readiness and willingness to throughout the proceedings. He must plead for performance or readiness and willingness for the true construction. It is necessary not only by pleading by also to produce leading evidence.

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