

GOURI
MUDALIAR

Digitally signed by
GOURI MUDALIAR
Date: 2026.08.25
17:28:28 +0530



CGHC010164392019

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

Judgment Reserved on 07/08/2026

Judgment Delivered on 25/08/2026

Judgment Uploaded on 25/08/2026

FA No. 223 of 2019

Keshavram Sahu, S/o Milau Sahu, Aged About 51 Years, Krishak Mordha, Patwari Halka No. 47, R.N.M. Mahasamund, Chhattisgarh. R/o Kumhari, Post Gaurbhanth, Tahsil Arang, District Raipur Chhattisgarh. **... Appellant**

versus

1 - Ravishankar Kashyap (Sahu) S/o Late Jaishnakar Kashyap, Aged About 31 Years, R/o Ward No. 09, Near Ram Talkies, Mahasamund, Police Station And District Mahasamund Chhattisgarh.

2 - State Of Chhattisgarh Through Collector, Mahasamund, District Mahasamund, Chhattisgarh. **... Respondents**

For Appellant : Shri Sandeep Patel, Advocate.

For Respondent : Shri Pawan Kesharwani, Advocate.

No.1

For : Shri Jai Prakash Tiwari, Panel Lawyer.

State/respondent

No.2

Hon'ble Shri Justice Sachin Singh Rajput

CAV Judgment

1. Invoking the jurisdiction of this Court under Section 96 of the Civil Procedure Code, 1908 (for short 'CPC'), the appellant has filed this appeal assailing the legality, correctness and validity of the judgment and decree dated 27/02/2019 passed by the Additional District Judge, Fast Track Court, Mahasamund (Chhattisgarh) in Civil Suit No.31-A/2014. By the impugned judgment, the learned trial court has allowed the suit filed by the respondent No.1 for specific performance of the contract in respect of property comprising piece of khasra No.627 area 0.47 hectare situated at village Mordha, PH No.47, RIC, Mahasamund (C.G.) and thereby passed by the following decree:-

“1. Defendant No. 1 shall execute the registered sale deed in favour of the plaintiff, in respect of the land situated at Mouza Mordha, Patwari Halka No. 47, Revenue Inspector Circle Mahasamund, bearing Khasra No. 627, area 0.47 hectares, Padat Bhari land, within three months from the date of judgment, as per the Agreement to Sale/Transfer Deed (Ex. P-7).

2. The defendants shall bear their own costs and the costs of the plaintiff.

3. Advocate's fee, as certified, whichever is less, shall be payable."

2. Parties are referred through their status before the trial court. The respondent No.1 who happens to be the plaintiff filed a suit for specific performance of contract in respect of the suit property mentioned herein above inter alia pleading that an agreement to sale was executed by plaintiff and defendant No.1 on 28/08/2012 in presence of two witnesses for a sale consideration of Rs.98,000/-. The entire sale consideration was paid by the plaintiff to defendant No.1. The defendant No.1 avoided the execution of the sale deed by making his presence before the Registrar Office, thus he sent a legal notice to the defendant No.1 which was refused to accept by him. Thus, seeking the above stated reliefs, the civil suit was filed.

3. The defendant No.1 appeared before the learned Civil Judge and filed written statement and denied the averments of the plaint. He denied the execution of the sale agreement and rather pleaded that by playing fraud with him being so simple and sober person and illiterate person taking advantage of it, the said agreement to sale

was executed by fabrication which was not within the knowledge of the defendant No.1. It was denied that he has received any sale consideration neither the possession was delivered. As the entire amount has not been received, he never assured the registration of the sale deed neither had a talk with regard to the execution of the sale deed. Thus, prayed for dismissal of the suit.

4. The learned trial judge on the basis of the above cross pleadings, framed the following issues which are quoted herein below:-

<u>Issues</u>	<u>Finding</u>
1(a) Whether Defendant No. 1 had entered into an agreement with the plaintiff for sale of the land situated at Mouza Mordha, Patwari Halka No. 47, Revenue Inspector Circle Mahasamund, bearing Khasra No. 627, admeasuring 0.47 hectares, being Padat Bhari land?	Proved
(b) If so, whether the defendant, towards the said transaction, received Rs.98,000/- on 28-08-2012, executed the agreement to sale and delivered possession of the land to the plaintiff?	Proved
(c) If so, what is its effect?	"As per paragraph 22 of the judgment."
2(a) Whether the defendant failed	Proved

to comply with the terms of the suit regarding the execution and registration of the registered sale deed within one week, despite the plaintiff being ready and willing on his part to perform his part?	
(b)If so, what is its effect?	“As per paragraph 22 of the judgment.”
03.Relief and Costs?	As per paragraph 22 of the judgment.”

5. The plaintiff in order to prove his case, examined as many as four witnesses and exhibited eight documents. The defendant No.1 examined himself and exhibited four documents. On appreciation of materials and evidence available on record, the learned trial court allowed the suit and passed the decree which has already been quoted herein above. The same is under challenge before this Court in this appeal.
6. Learned counsel for the appellant/defendant No.1 argued that in order to sustain a decree of specific performance of contract, the provisions contained in section 16 (c) of the Specific Relief Act, 1963 are required to be complied with by the plaintiff. In absence of compliance of any of the conditions envisaged, the decree of specific performance of contract cannot be granted. He submits that the plaintiff has not specifically pleaded his readiness and willingness

to perform his part of contract. Thus, the plaint is lacking in proper pleadings in this regard. Thus, no decree of specific performance can be granted. Apart from this, he submits that the plaintiff has not been able to prove the issue no.1 & 2 by leading cogent and prudent evidence, thus the finding recorded by the learned trial court in respect of issue no.1(a) and 1(b) is liable to be set aside. He submits that in absence of adequate pleading with regard to readiness and willingness, the issue no.2 as incorporated has been erroneously decided as proved by the learned trial court whereas the evidence is in short coming in this respect. Thus, he submits that the impugned judgment and decree deserves to be set aside.

7. Alternatively, he submits that as the alleged agreement was executed on 28/08/2012 and the judgment and decree was passed on 27/02/2019 and the appeal is pending for almost six years, the Court may not exercise the discretionary relief of grant of specific performance in favour of the plaintiff. He places reliance upon the judgment of the Hon'ble Supreme Court in case of **Sangita Sinha Vs. Bhawana Bhardwaj and Others** reported in **2025 SCC OnLine SC 723** and judgment of this Court

passed in FA No.88 of 2022 dated 08/08/2025 and order dated 15/07/2025 passed in FA No.81/2023.

8. Per contra, Shri Pawan Kesharwani, learned counsel appearing for the respondent No.1/plaintiff submits that the finding of issue no.1 and 2 are based upon due appreciation of evidence available on record. He submits that the plaintiff in para 4 of the plaint has categorically stated that he is always willing to perform his part of contract and as such, the entire sale consideration of Rs.98,000/- had already been paid to the appellant/defendant No.1 at the time of execution of the sale agreement itself, thus the readiness and willingness was always writ large. Apart from this, notice was sent to the defendant for performance of his part of the contract, however the same has been refused to accept by him. Thus, the defendant has not come to this Court with clean hands and has taken a false defence that no such execution of agreement was done by the parties. Apart from this, he submits that the witness to the agreement were duly examined and the plaintiff and their witnesses have categorically proved the execution of agreement to sale Ex.P-7 and thus as the defendant has already received the entire sale consideration and refused to

execute the sale deed, the right which has been crystallized in favour of the plaintiff by virtue of passing of impugned judgment and decree, may not be disturbed by exercising the discretionary relief in favour of defendant No.1. He further submits that the discretion is to be exercised in favour of those litigants who are coming to the Court with clean hands. In the case in hand, from the conduct of the defendant No.1, it is evident that he has not been truthful before the court below. The learned trial court has rightly decreed the suit in favour of the plaintiff. He placed reliance upon the judgment of this Court in case of **Dhirendra Seth and Ors. Vs. Rajat Gautam** reported in **MANU/CG/2014/2023**. He further submits that as the delivery of the possession has been given in lieu of the execution of the agreement, as per the direction of the trial court, the said stamp duty was duly paid, thus the agreement was admitted in evidence.

9. Heard learned counsel for the parties and perused the record.

10. First this Court would like to deal with the submission of Shri Sandeep Patel, learned counsel for the appellant/defendant No.1 in respect of finding of issue no.1 and 2. The issue no.1(a) and 1(b) are in respect of

execution of the sale agreement dated 28/08/2012. The burden to prove this issue is upon the plaintiff. In order to prove his case, the plaintiff has examined himself as PW-1. The defence of the appellant/defendant No.1 is that the agreement was executed keeping in dark taking advantage of he being illiterate. The plaintiff Ravishankar Kashyap in his affidavit under Order 18 Rule 4 of CPC deposed that defendant No.1 resides outside village Mordha and as he resides outside, he remains unable to cultivate on the suit property and entered into an agreement with him for his personal need for Rs.98,000/- on 28/08/2012 and also delivered the possession on the same day by executing the agreement to sale Ex.P-7. He has further stated that after execution of the agreement to sale, it was agreed that the map of the suit property was not prepared on the date of agreement to sale and rin pustika of the suit property was deposited in the co-operative society, he could not execute the sale deed and it's registration on that day. It has been stated that after obtaining the rin pustika from the co-operative society and further obtaining the B-1, Khasra panchshala, map etc. of the suit property, the sale deed could be executed in his favour. Hence, there was no time limit fixed for execution of the sale deed. Later after one

week, the plaintiff have made a request to the defendant No.1 for obtaining the necessary document and stated that he has kept the necessary amount for registration of sale deed and he is ready for execution of the same. He further deposed that he made several request for execution of the sale deed, however the same was avoided by the defendant No.1. Ultimately on 17/09/2012, the plaintiff sent a legal notice to the defendant No.1 for execution and registration of the sale deed in his favour. Despite receipt of the same, he did not contacted him neither replied to the legal notice. The defendant No.1 failed to execute and register the sale deed in his favour causing suspicion and thus he contacted defendant No.1 on telephone, however the same was not done. He further deposed that he is ready and willing to execute and register the sale deed and ready to bear the expenses for registration of the same. In the cross-examination, question was put by the defendant No.1 with regard to the present value of the suit property. A suggestion was made by the defendant No.1 that in the agreement to sale dated 28/08/2012 payment of the entire sale consideration and obtaining possession of the suit property has been mentioned. It has also come in the cross-examination that on the suit property, the plaintiff is

in possession. However, he stated that no revenue documents have been filed in this respect. It was further suggested to him that, in the agreement to sale, when the witness was asked as to why it was mentioned that the sale deed could be executed in the name of any person as desired by him, the witness replied that there was a concession in the registration fee if the sale deed was executed in the name of a woman and, keeping this fact in mind, such a provision was incorporated in the agreement. Now from the defence which has been put forth by the defendant in his cross-examination, it appears to be of that effect that the possession was handed over at the time of execution of agreement to sale and the agreement was not executed in his personal name rather as the sale deed could be executed in anybody's name as has been mentioned in the agreement to sale. Though a suggestion when was given that the alleged agreement was fraud and wrong which was denied by the plaintiff. Ram Prasad Sahu (PW-2) who is witness to the agreement was examined who has deposed that in presence of Ravi Shankar Sahu (plaintiff) the agreement to sale was executed and in his and Anand Ram Diwan's presence, the defendant No.1 has put his signature in the agreement. He further

corroborates the factum of payment of Rs.98,000/- and assurance given by the defendant No.1 for getting the sale deed executed after releasing his rin pustika on payment of rent and obtaining documents from the patwari. In the cross-examination, the defence which appears to be put forth by the defendant No.1 is with regard to value of the suit property. Though the submission has been given that only Rs.500/- was given at the time of execution and rest of the amount was to be paid before the notary. However, the main defence appears to be restricted towards the value of the suit property to around Rs.1.5 lakhs to 2 lakhs per acre. Thus, from the evidence of plaintiff and the witness of the agreement to sale, the execution of the same appears to have been proved by the plaintiff.

11. Dharmendra Dadsena (PW-3) have also been examined who was Notary before whom the execution of agreement to sale has taken place who has certified that he has notarized the agreement to sale and parties have accepted the amount and agreed to execute the agreement to sale and put their signatures. He has also exhibited the original notary register as Ex.P-8 where the signature of the seller i.e. defendant No.1 is mentioned from 'A to A' part and from 'B to B' part the signature of the

plaintiff is mentioned which was scribed before him. By cross-examination of this witness, the defendant No.1 tried to substantiate that the signature was put without proper reading of the same by the defendant No.1. However, this witness himself has stated that Keshav Ram the defendant No.1 has put his signature after reading the recital of the exhibit.

12. The another witness Anand Ram Diwan (PW-4) also deposed in the same line and stated that after receiving amount of Rs.98,000/- **'the agreement was executed'** and have also deposed that the defendant has stated that the rin pustika is deposited in the society and thus registry could not be done and after payment of the loan of the society and getting the copy of the map, he will get the registry done. He denied the suggestion that amount of Rs.98,000/- was not given to the defendant No.1. He also denied the suggestion that the amount of consideration was Rs.1,90,000/-. By giving him suggestion and as well as the suggestions made to the other witnesses with regard to the value of the suit property, the case being projected by the defendant No.1 is that infact the value of the property is in between Rs.1.5 lakhs to 2 lakhs and sale deed was agreed to be executed of Rs.1,90,000/-.

13. Defendant No.1 examined himself as DW-1. His defence is that the agreement to sale was executed for a consideration of Rs.1,90,000/- and only Rs.98,000/- advance was paid and rest of the amount was required to be paid at the time of the registry of the suit property, however by playing fraud with him, the signatures were obtained and the agreement to sale was not explained to him. He stated that he put his signature knowing that the agreement to sale is for sale consideration of Rs.1,90,000/- and in advance Rs.98,000/- was only paid. He pleaded that the plaintiff has played fraud with him and he has not delivered the possession to Ravishankar Kashyap means plaintiff. Thus, no other witness on behalf of defendant has been examined. From the evidence so assessed, the fact which emerges is that the signature of the defendant No.1 on agreement to sale no more remains in dispute. The plaintiff tried to project that the sale consideration was Rs.98,000/- and the entire sale consideration was paid at the time of execution of agreement to sale and the possession was also delivered. The defendant No.1 assured the plaintiff that as his rin pustika is deposited in the co-operative society, the loan amount is being paid and necessary documents are obtained, he will execute and

register the sale deed. In order to prove the case, two witnesses of the agreement to sale, plaintiff himself and a notary who has notarized the agreement to sale was examined. All of them have stated the execution of the agreement. Apart from this, the defendant has also stated that he has put his signature on the agreement to sale, however took a defence that the sale consideration was Rs.1,90,000/- which is also appears to be a defence put forth from the cross-examination of the other witnesses trying to say that the value of the suit property is between Rs.1.5 lakhs to Rs.2 lakhs. A question which is before this Court is that whether the value of the suit property is Rs.98,000/- or Rs.1,90,000/-. Though the defendant is trying to project this, however in the opinion of this Court, the same has not been proved by any other witness before whom the agreement was executed to be of Rs.98,000/-. Thus, on assessment of the evidence, the learned trial court gave the finding in favour of the plaintiff with respect to issue No.1 and 2, the finding appears to be based on proper appreciation of evidence, thus hereby affirmed.

14. Now the next submission which has come up before this Court is with regard to readiness and willingness. Shri Sandeep Patel submits that the pleading in this respect is

inadequate. Perusal of the pleading would indicate that the case of the plaintiff from the very beginning is that the entire amount of consideration of Rs.98,000/- has already been paid. As he is always ready to execute the sale deed, the question remains once the Court has found proved with regard to the execution of the agreement and payment of the entire sale consideration, the only facts remains with regard to expenses to be borne out at the time of execution and registration of the sale deed. Of course, the plaintiff has only stated that he is ready and the pleading is not that happily worded but from the entire pleading, the intention of the plaintiff, it has to be gathered. Apart from this, the learned trial court has also framed an issue with regard to readiness and willingness and it was found to be proved. The entire amount of consideration was paid, possession was handed over and as such no time limit was given and notice was issued to him despite of that, the sale agreement was not registered and executed. The suit was filed on 12/09/2013 and the sale agreement was executed on 28/08/2012 that it cannot be said that the plaintiff was keeping mum rather from his evidence it is quite vivid that he has been trying to get the sale deed executed. Apart from this, it has to be seen with regard to as the agreement

was unregistered and delivery of possession has taken place, the stamp duty was also paid. The reliance which has been placed by learned counsel for the appellant with due respect, the law which has been laid down there cannot be any quarrel to this. However, the fact remains the parties to the litigation should come to the Court with clean hands. From the evidence so gathered, the factum remains that firstly the plaintiff had been vigilant for execution of the sale agreement and the defendant took a stand that the sale consideration was Rs.1,90,000/- it does not appear to be correct or truthful. Thus, the benefit shall not go to the defendant. Now the last submission by Shri Patel is that the discretionary relief shall not be granted to the plaintiff.

15. The Hon'ble Supreme Court in case of **Kamal Kumar Vs. Premlata Joshi and others**, reported in **(2019) 3 SCC 709** laid down the parameters with regard to grant of decree of specific performance as under:-

“7. It is a settled principle of law that the grant of relief of specific performance is a discretionary and equitable relief. The material questions, which are required to be gone into for grant of the relief of specific performance, are:

7.1 First, whether there exists a valid and concluded contract between the parties for sale/purchase of the suit property;

7.2 Second, whether the plaintiff has been ready and willing to perform his part of contract and whether he is still ready and willing to perform his part as mentioned in the contract;

7.3 Third, whether the plaintiff has, in fact, performed his part of the contract and, if so, how and to what extent and in what manner he has performed and whether such performance was in conformity with the terms of the contract;

7.4 Fourth, whether it will be equitable to grant the relief of specific performance to the plaintiff against the defendant in relation to suit property or it will cause any kind of hardship to the defendant and, if so, how and in what manner and the extent if such relief is eventually granted to the plaintiff;

7.5 Lastly, whether the plaintiff is entitled for grant of any other alternative relief, namely, refund of earnest money etc. and, if so, on what grounds.

8. In our opinion, the aforementioned questions are part of the statutory requirements [See Sections 16(c), 20, 21, 22, 23 of the Specific Relief Act, 1963 and Forms 47/48 of Appendices A to C of 10 the Code of Civil Procedure]. These requirements have to be properly pleaded by the parties in their respective pleadings and proved with the aid of evidence in accordance with law. It is only then the Court is entitled to exercise its discretion and

accordingly grant or refuse the relief of specific performance depending upon the case made out by the parties on facts.”

16. In light of the above parameters, facts of this case to be examined. The mitigating factor which finds favour of the plaintiff is due proof the agreement to sale by the learned trial court and as affirmed by this Court. Secondly the issue of readiness and willingness was decided in favour of the plaintiff by the trial court as affirmed by this Court. Thirdly the entire sale consideration of Rs.98,000/- was paid by the plaintiff. Fourthly the defendant No.1 denied his signature on agreement to sale and stated the value of suit property to between Rs.1.5 lacs to Rs.2 lacs which was not found favour to him. Thus, in the opinion of this Court, the parameters laid down by the Hon'ble Supreme Court in case of **Kamal Kumar** (supra) exists in favour of plaintiff. Thus, this Court is not inclined to exercise the discretionary relief in favour of defendant No.1 rather willing to exercise the same in favour of plaintiff.

17. However, this Court is also conscious of the fact that during pendency of the lis, the value of the suit property must have increased many folds. Therefore, in light of judgment of Hon'ble Supreme Court in case of **Basavaraj Vs. Padmavathi & Anr.** reported in **(2023) 4 SCC 239** and

keeping in mind the interest of justice, this Court is inclined to direct the plaintiff to make an additional amount of Rs.1,50,000/- to the defendant No.1 before execution of sale deed of the suit property.

18. As consequence, the appeal of the appellant/defendant No.1 is dismissed with the above observation.

19. Parties to bear their respective cost.

20. Decree be drawn accordingly.

Sd/-

(Sachin Singh Rajput)
JUDGE