

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026**

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

In the matter of:-

Shree Suman Kumar Rai S/o- Shree Ram Naresh Rai
Resident of village-Baro Tola, Rampur, P.O. Baro, Police Station-
Barauni (O.P. Garhara), Pargana-Malki, District-Begusarai.

-Plaintiff

VERSUS

Shree Pramod Kumar Gupta S/o Late Ram Khelawan Prasad Gupta,
Resident of village-Baro Bazar, P.O.-Baro, Pergana-Malki, P.S.-
Phulwariya, District-Begusarai.

-Defendant

Ld. COUNSELS

- Counsel for the plaintiff : Sh. Sachhidanand Singh, Ld. Adv.
- Counsel for Defendants : Sh. Sanjeev Kamal, Ld. Adv.
: Sh. Varun Kumar, Ld. Adv.

DATE OF JUDGMENT: 12-05-2026

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JUDGMENT

1. The instant suit T.S.- 79/2018 has been instituted by the plaintiff seeking a decree for specific performance of a registered agreement for sale (Mahadanama) dated 23.08.2017, registered on 26.08.2017, allegedly executed by the defendant in respect of the Schedule-I suit property. The plaintiff has further prayed for a direction upon the defendant to execute and register the sale deed on receipt of the balance consideration amount of Rs. 3,00,000/-, to deliver

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

possession of the suit property, and for consequential reliefs including costs of the suit.

2. Suit property is described in Schedule I of the plaint as under:

Mauza	Pergana	Khata No.	Khesra No.	Area	Boundary
Mahmadpur Baro	Malki	468	1024	00-00-10 (Ten dhoor land with a house)	North:-Putul Devi W/o plaintiff South:-Kanhaiya Poddar East:- Road West:-Baldeo Das & Md. Musa

appertaining to Touji No.- 1590, Thana No.-373 and Zamabandi No.-683/3.

3. **Plaintiff's case:-** In short compass the case of the plaintiff *inter-alia* is that on 23.08.2017, the defendant finalized negotiation for sale of his 10 dhoor land fully described in the Schedule-I of the plaint for a total consideration of Rs. 20,00,000/- (Rupees twenty lacs) with the plaintiff, took rupees 17,00,000/- (rupees seventeen lacs) as advance from the plaintiff and duly executed a written contract of sale in favour of the plaintiff, incorporating all the terms and conditions agreed upon by both the parties. It was registered on 26.08.2017 at Teghra. According to term and conditions mentioned in the contract of sale deed dated 23.08.2017 the defendant promised to execute sale deed with respect to Schedule-I land after receiving the balance consideration of Rs. 3,00,000/- (Rupees three lacs only) in favour of the plaintiff. He also promised that he will not avoid execution of sale deed and receiving the balance consideration on any pretensions and in default of the defendant to perform the remaining part of his contract the plaintiff would be entitled to take recourse of law and get sale deed executed and registered in his favour, through the court. It was also incorporated in the deed of contract of sale that in default of the plaintiff, to pay the balance consideration and get sale deed executed and registered in his favour within the stipulated period, the defendant would forfeit the advance amount of Rs. 17,00,000/- paid to him by the plaintiff.

4. Further case of the plaintiff is that the plaintiff had become ready and willing to pay the balance consideration of Rs. 3,00,000/- to the defendant by the first week of May 2018. He on the first day of June 2018 informed the defendant

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

about his readiness and willingness to pay balance consideration to the defendant and get sale deed executed in his own favour. He again requested the defendant on 05.06.2018 regarding execution of sale deed and receipt of balance consideration and also reminded him that in case of default on his part, the plaintiff would take recourse of law for getting a decree of specific performance of contract of sale in his favour and against the defendant. In that case cost of the suit, he would realise from him, but the defendant did not pay heed to the plaintiff's request and warning. Further case of the plaintiff is that the plaintiff thereafter sent a pleader notice through speed post on 06.06.2018 intimating him that he is ready and willing to perform the remaining part of his contract within 22.07.2018 which is the last stipulated date of the contract. Again on 22.06.2018 another notice was sent by speed post to the defendant for performing, the remaining part of his contract and that the plaintiff himself is fully prepared to perform the remaining part of his own contract. This notice also went in vain. The defendant got both the notices through post office but he avoided all oral or written request of the plaintiff.

5. Further case of the plaintiff is that from the avoiding tendency of the defendant the plaintiff has rightly understood that the defendant's intention has completely turned dishonest. He is intending to digest the advance amount Rs. 17,00,000/- which he got from the plaintiff at the time of execution of contract of sale on 23.06.2018. The plaintiff's suspicion became true, when he received a reply notice from Shri Ram Nandan Chaudhary, Advocate Civil Court, Begusarai sent on behalf of the defendant by Registered post, to the Advocate Shree Ashok Kumar Singh of the plaintiff. In that reply notice dated 07.07.2018 the defendant has denied to have received Rs. 17,00,000/- as advance from the plaintiff. The defendant has also denied to have executed any Mahdanama rather the plaintiff forced the defendant to put his signature on Mahdanama. The defendant has also stated in the reply notice that he took loan of Rs. 50,000/- only on 23.09.2009 and executed a Baibulbafa deed of three year's period with respect to 10 dhoor land of khata no. 468, khesra no. 1034 of Mauza-Mahmadpur Baro. He further stated that the loan amount has been paid to the plaintiff and nothing is due to the plaintiff from the defendant. He has also falsely alleged that he has paid as

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

interest Rs. 1,60,000/- to the plaintiff. The defendant lastly admitted that he has got only 50,000/- rupees from the plaintiff who prepared a forged Mahdanama and forcibly got signature of the defendant on that Mahdanama.

6. Further case of the plaintiff is that from the contents of the Reply notice it is now quite manifest that the defendant is not ready to perform the remaining part of his contract, rather he is determined to digest Rs. 17,00,000/- of the plaintiff given as advance to the defendant on the Schedule-I land. Hence the necessity of this suit arose. Further case of the plaintiff is that the Mahdanama dated 23.08.2017 which was registered on 26.08.2017 is a genuine document voluntarily executed by the defendant in presence of two witnesses, after receiving Rs. 17,00,000/- as advance against a total consideration of Rs. 20,00,000/- of the Schedule-I land. By virtue of this Mahdanama the defendant is legally entitled to get a decree of specific performance of contract of sale, from the court and the defendant is legally liable to receive the balance consideration of Rs. 3,00,000/- and to execute sale deed with respect to the schedule-I land in favour of the plaintiff. Further case of the plaintiff is that the plaintiff has been ready and willing to perform the remaining part of his contract by paying balance consideration of Rs. 3,00,000/- to the defendant and getting sale deed with respect to the schedule-I land in his favour. He is always ready and willing to perform the remaining part of his contract till the day of the execution and registration of the sale deed in his favour. The plaintiff went to Registry Office, Teghra on 21.07.2018 and 23.07.2018, waited the arrival of the defendant whole days but the defendant did not come to execute and registered sale deed. The cause of action for the suit is said to arose on 23/26 day of August 2017, when defendant entered into contract of sale with the defendant and got the same registered, on 06.06.2018 and 22.06.2018 when plaintiff sent pleader notices to the defendant, on 07.07.2018, when the plaintiff got reply notice from the defendant, and lastly on 22.08.2018 when the stipulated period of the contract expired and the defendant failed to execute sale deed. The suit is valued at Rs. 20,00,000/- rupees twenty lacs, which is the total agreed consideration of the schedule-I land. It is separately valued as Rs. 500/- for the purpose of injunction. Total value of the suit thus comes to Rupees 20,00,500/- over which advalorum

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

court fee of Rs. 35002/- is being filed. Further case of the plaintiff is that the suit land situates, plaintiff resides and cause of action arose within the jurisdiction of this court. The plaintiff's suit is based on the deed of Mahdanama executed on 23.08.2017 and registered on 26.08.2017 by the defendant in favour of the plaintiff.

07. Defendant's stand:- In this case the defendant has filed its Written Statement raising objections on the maintainability, cause of action, barred under the Specific Relief Act, barred by the law of Limitation, barred by T.P. Act, suit is bad under the provisions of resdudicata and suit is hit by waiver, estoppel and acquiescence. Further stand of the defendant is the entire facts have been placed wrongly with fraudulent mindset. This defendant never negotiated to sale his land with the defendants neither any consideration amount was fixed. So question of taking advance amount of Rs. 17 Lack does not arise. This defendant also never executed any deed of agreement for sale by incorporating any terms and conditions. So far registration of alleged Mahdanama is concerned on 26.08.2017, the plaintiff being a man of Dabang character, forced this defendant to present at Sub-Registry office Teghra. It is important to note here that the plaintiff is a man of muscle power and money lender. He used to grant loan to the poor person on his terms. In the year 2009 this defendant was in need of some money for the treatment of his son. The plaintiff advanced the said loan amount to the defendant and for security and he got executed a deed of Baibulwafa in his favour for the same land. The loan amount was returned back to the plaintiff and Baibulwafa became in fructuous.

08. Further stand of the defendant is that there was no occasion for this defendant to get Rs. 17 Lack and to execute any deed of Mahdanama. It is fact that after returning first loan amount this defendant again took loan from the plaintiff which comes to Rs. 1,60,000/-. On account of the earlier faith developed in between the plaintiff and this defendant the plaintiff got the signature of this defendant on stamp paper, later on same stamp has been converted into a deed of Mahdanama. The plaintiff forced this defendant to present before Sub-Registry Teghra for execution. It is important to note here that entire transaction of money has been maintained by this defendant in pocket diary, where the receiving of

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

plaintiff is written in his own handwriting of the plaintiff. The defendant has paid total due and loan amount to the plaintiff. Further stand of the defendant is that the defendant never executed any Mahadanama, rather, upon earlier faith, he signed over blank stamp paper and was present in Sub-Registry office Teghra. When entire due amount was paid to the plaintiff the defendant requested the plaintiff to demolish the deed dated 23.07.2017, but the plaintiff had greedy eyes over the valuable land of Teghra Market, so he sent legal notice to this defendant. It was only greediness of the plaintiff to grab the valuable land of the plaintiff without money. Further stand of the defendant is that the second notice by plaintiff was also cleverness on his part. The defendant replied to the plaintiff notice and asserted that he never entered into any contract for sale of his land. The defendant also replied that the loan amount has already been paid with interest to the plaintiff. This fact is admitted by the plaintiff in para 5 of his plaint.

09. Further stand of the defendant is that the defendant in earlier faith signed over stamp and never executed any Mahadanama, so question of dishonest intention of the defendant does not arise. The alleged Mahadanama dated- 23.08.2017 is a forge document and the same was executed in force and pressure by the plaintiff. This defendant never entered into any contracts so question of decree under specific performance does not arise. In absence of contract for sale the question of readiness and willingness does not arise. Further stand of the defendant is that when there was no agreement or contract for sale, then question of executing sale deed does not arise. The alleged dates of cause of action are imaginary and hence denied. The plaintiff is trying to grab the land of the defendant on account of muscles power. The suit is less valued unless and until, it is properly valued, the suit is not tenable. The basic deed of the present suit is forged Mahadanama, so suit is naturally fit to be dismissed and the plaintiff is not entitled to get the relief as claimed. As such, this defendant prays to dismiss the suit with exemplary cost.

10. Issues:- On perusal of the case record it appears that the issues framed by the Court on dated 06.04.2021 is not attached with the case record, as such the following issues are recasted based on the pleadings of parties and without

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

prejudiced to any of the parties.

- (1). Whether the suit as has been framed and filed is maintainable?
- (2). Has the plaintiff got valid cause of action?
- (3). Is the present suit barred under Specific Relief Act?
- (4). Whether the defendant executed the registered Mahadanama/agreement for Sale dated 23.08.2017 was validly executed by the defendant in favour of the plaintiff in respect of the suit property for a consideration of Rs. 20,00,000/- and after receiving Rs. 17,00,000/- as advance consideration?
- (5). Whether the plaintiff has proved his continuous readiness and willingness to perform his part of the contract as required under Section 16(c) of the Specific Relief Act?
- (6). Whether the plaintiff is entitled to a decree for specific performance directing the defendant to execute and register the sale deed upon receipt of the balance consideration amount of Rs. 3,00,000/-?
- (7). Whether the plaintiff is entitled to consequential reliefs including possession and costs?

11. Evidence adduced by the plaintiff:-

Oral Evidence-

1. P.W. 1- Sanjiv Kumar
2. P.W. 2- Talat Ahmad
3. P.W. 3- Gareeb Nath
4. P.W. 4- Ajay Kumar Paswan
5. P.W. 5- Suman Kumar Rai (Plaintiff)

Documentary Evidence-

1. Exhibit 1- Registered deed of Mahadanama dated 26.08.2017 executed by Pramod Kumar Gupta in favour of Suman Kumar Rai.
2. Exhibit 2- Legal notice of plaintiff dated 06.06.2018
3. Exhibit 2/A- Legal notice of plaintiff dated 22.06.2018.
4. Exhibit 3- Postal receipts dated 08.06.2018
5. Exhibit 3/A- Postal receipts dated 26.06.2018
6. Exhibit 3/B- Postal receipts dated 10.04.2019

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026**

Apart from oral and documentary evidences, the plaintiffs have filed written argument dated 23/04/2026, which is kept on record.

12. Evidence adduced by the defendant:-

Oral Evidence-

1. D.W. 1- Pramod Kumar Gupta (defendant)

Documentary Evidence-

1. Exhibit A- Hand note of plaintiff bears the mark of identification of Pramod Gupta.
2. Exhibit A/1- Hand note of plaintiff bears the signature of Suman Singh.
3. Exhibit B- Unregistered Baibulwafa executed by Pramod Kumar Gupta in favour of Suman Kumar Rai.

Apart from oral and documentary evidences, the defendant has filed written argument dated 28/04/2026, which is kept on record.

FINDINGS

13. As per pleadings, evidences and arguments advanced on behalf of both the parties, all the issues are decided as per priority discussed below:-

14. ISSUE NO. 4:- Whether the defendant executed the registered Mahadanama/agreement for Sale dated 23.08.2017 was validly executed by the defendant in favour of the plaintiff in respect of the suit property for a consideration of Rs. 20,00,000/- and after receiving Rs. 17,00,000/- as advance consideration?

This is the core issue involved in this case, so this issue is taken up first. The burden of proving this issue lies upon the plaintiff. The case of the plaintiff is that the defendant, being owner and possessor of the suit property, entered into an agreement for sale with the plaintiff on 23.08.2017 in respect of the suit land measuring 10 dhur described in Schedule-I of the plaint for a total consideration amount of Rs. 20,00,000/-. It is further pleaded that at the time of execution of the agreement, the defendant received Rs. 17,00,000/- as advance consideration and agreed to execute and register the final sale deed on receipt of the balance consideration amount of Rs. 3,00,000/-. The plaintiff asserts that the agreement was subsequently registered on 26.08.2017 and despite repeated requests and

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

legal notices, the defendant failed to execute the sale deed.

15. The defendant, on the other hand, has denied the plaintiff's claim and has pleaded that no genuine agreement for sale was ever intended between the parties. According to him, the plaintiff is a money lender and the document was in question was obtained in connection with a loan transaction. It is his specific case that blank signed stamp papers were taken from him and subsequently converted into the impugned Mahadanama. The defendant has also relied upon Ext. A, Ext.A/1 and Ext.B to establish previous monetary transactions between the parties.

16. In order to prove his case, the plaintiff examined PW1 Sanjeev Kumar, PW2 Talat Ahmad, PW3 Gareeb Nath, PW4 Ajay Kumar Paswan and PW5 Suman Kumar Rai (plaintiff himself). The plaintiff has also brought on record Ext.1, the registered Mahadanama dated 23.08.2017 registered on 26.08.2017. The foremost and most significant piece of evidence is Ext.1 itself. A perusal of Ext.1 shows that it is a registered document containing complete particulars of the suit property, the total consideration amount, the amount allegedly paid in advance and the balance amount payable at the time of execution of the sale deed. The document bears the signature/thumb impressions of the executant and was registered before the competent registration authority. Registration of document is undoubtedly not conclusive proof of its contents, yet it is highly relevant circumstance supporting its genuineness and due execution. The evidence on record further shows that the defendant does not set up a case of total forgery. His defence is not that somebody impersonated him before the registering authority. Rather, his case is that though signatures were obtained from him, the document did not represent the real nature of the transaction. Thus, the execution of the signatures and participation in the transaction substantially stands admitted, and the controversy is confined to the true nature of the transaction. The defendant has sought to explain the execution of Ext. 1 by alleging that it was merely a security document connected with a loan transaction. However, such a plea requires convincing and cogent evidence. Mere assertion that signed papers were misused cannot by itself dislodge a registered instrument, particularly when the executant admittedly appeared

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026**

before the registration authority and no immediate legal action was taken challenging the document.

17. The evidence further discloses that despite alleging fraud, coercion and misuse of signed papers, the defendant did not institute any suit for cancellation of Ext. 1. No contemporaneous complaint before police authorities, registration authorities or any other competent forum has been brought on record. No convincing documentary evidence has been produced to show that immediately after the execution of the document the defendant protested against its contents or sought to have it annulled. Such conduct assumes significance while appreciating the defence plea. The defendant has relied upon Ext. A and Ext.A/1 (hand notes) and Ext. B (Baibulwafa deed) to show that monetary transactions existed between the parties. There can be no dispute that these documents probabalise prior financial dealings between the parties. However, the existence of previous financial transactions does not automatically lead to the conclusion that Ext. 1 was not an agreement for sale. At best, these documents show that the parties had monetary dealings in the past. The burden still remained upon the defendants to establish that the registered Mahadanama was merely a security document and not a genuine agreement for sale. In the opinion of this Court, the defendant has failed to discharge the burden satisfactorily.

18. The oral evidence of the plaintiff's witnesses substantially supports the plaintiff's version regarding execution of the agreement. Though lengthy cross-examination were conducted on the source of funds, previous transactions and surrounding circumstances, no material contradiction could be elicited which would completely demolish the plaintiff's case. The defendant has also attempted to challenge the payment of Rs. 17,00,000/- by contending that no independent documentary proof of such payment has been produced. It is true that the plaintiff has not produced bank records or elaborate account books regarding the source of funds. Nevertheless, the recitals contained in a registered document constitute relevant evidence and cannot be ignored altogether. Moreover, the defendant has not produced any convincing material to show that the recitals regarding receipt of consideration was false or fictitious. The Hon'ble Supreme Court in **Prem Singh v. Birbal, (2006) 5 SCC 353**, held that a registered

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

document carries a presumption of validity and the burden lies upon the person challenging it to rebut the same by cogent evidence. Similarly, in **S. Kaladevi v. V.R. Somasundaram, (2010) 5 SCC 401**, the Hon'ble Supreme Court emphasized the evidentiary value attached to duly executed documents and held that the surrounding circumstances must be evaluated carefully before discarding such instruments. Further, in **Rangammal v. Kuppuswami, (2011) 12 SCC 220**, the Hon'ble Supreme Court reiterated that the burden of proof lies upon the party who asserts a particular fact and where a registered document is challenged as sham as nominal, the burden of establishing such plea lies heavily upon the challenger.

19. Applying the aforesaid principles to the facts of the present case, this Court finds that the defendant has failed to produce convincing evidence to establish that Ext. 1 was merely a security document. On the contrary, the plaintiff has succeeded in proving the existence and execution of the registered Mahadanama through oral as well as documentary evidence. The defence version suffers from inherent inconsistencies. On one hand, the defendant denied the existence of a genuine agreement for sale; on the other hand, his evidence reveals admitted monetary dealings, execution of documents and participation in transactions with the plaintiff. The explanation furnished by the defendant does not satisfactorily account for the execution and registration of Ext.1. Mere existence of prior loan transactions cannot render a duly registered agreement for sale non-existent. Having considered the pleadings, oral evidence, documentary evidence and surrounding circumstances in their entirety, this Court is of the considered opinion that the plaintiff has succeeded in proving on the touchstone of the preponderance of probabilities, that the defendant executed the registered Mahadanama/Agreement for sale dated 23.08.2017 (registered on 26.08.2017) in respect of the suit property for a total consideration amount of Rs. 20,00,000/- and acknowledged receipt of Rs. 17,00,000/- as advance consideration. Accordingly, Issue No. 4 is decided in favour of the plaintiff and against the defendant.

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026**

20. ISSUE NO.5:- Whether the plaintiff has proved his continuous readiness and willingness to perform his part of the contract as required under Section 16(c) of the Specific Relief Act?

This issue is of considerable importance in a suit for specific performance, in as much as mere proof of execution of an agreement for sale does not automatically entitle the plaintiff to a decree. The plaintiff must further establish that he has always been ready and willing to perform his part of the contract from the date of the agreement till the date of decree. The plaintiff has specifically pleaded in the plaint that after execution and registration of the Mahadanama dated 23.08.2017 (registered on 26.08.2017), he repeatedly approached the defendant and requested him to execute and register the final sale deed on receipt of the balance consideration amount of Rs. 3,00,000/- It has further been pleaded that despite repeated requests, the defendant avoided performance of his contractual obligation, compelling the plaintiff to issue legal notice and ultimately institute the present suit. The plaintiff has also adduced oral evidence in support of such pleadings. PW5 namely, the plaintiff himself, has consistently asserted that he was ready to pay the remaining consideration amount and get the sale deed executed. The evidence of the plaintiff further shows that legal notices were issued demanding performance of the agreement. Ext.2 and Ext. 2/A are the legal notices relied upon by the plaintiff and Ext. 3 series are the corresponding postal receipts. The issuance of legal notices assumes significance because readiness and willingness are not required to be proved only by oral assertions. The conduct of the plaintiff before institution of the suit is an important circumstance. The legal notices issued by the plaintiff indicate that he called upon the defendant to perform the agreement and execute the sale deed. Such conduct is consistent with the case pleaded in the plaint. On the other hand, the defendant has contended that the plaintiff was never ready and willing to perform his part of the contract and he failed to pay the balance amount of Rs. 3,00,000/-. It has also been argued that the plaintiff has failed to produce documentary evidence owing his financial capacity.

21. The court has carefully considered the said contention. It is now well settled that the expression “readiness and willingness” occurring in Section 16(c) of the

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

Specific Relief Act does not mean that the plaintiff must continuously carry the balance consideration amount in his pocket or deposit the same in Court before institution of the suit. What the law requires is that the plaintiff must establish his bonafide intention and preparedness to perform the essential terms of the contract. The Hon'ble Supreme Court in **N.P. Thirugnanam v. Dr. R. Jagan Mohan Rao & Ors. (1995) 5 SCC 115**, held that readiness and willingness on the part of the plaintiff is a condition precedent for obtaining relief of specific performance and the same has to be determined from the entirety of the pleadings, conduct and evidence of the plaintiff. Similarly, in **J.P. Builders v. A. Ramadas Rao & Another, (2011) 1 SCC 429**, the Hon'ble Supreme Court explained that “readiness” refers to financial capacity and preparedness, whereas “willingness” refers to the conduct of the plaintiff demonstrating an intention to complete the transaction. The court further held that both have to be inferred from the entirety of circumstances and not from isolated facts. Further, in **R.C. Chandiok v. Chuni Lal Sabharwal & Ors., (1970) 3 SCC 140**, the Hon'ble Supreme Court observed that readiness and willingness cannot be treated as a straitjacket formula and must be judged in a reasonable and practical manner having regard to the conduct of the parties. In the present case, it is important to note that the plaintiff claims to have already paid Rs. 17,00,000/- out of total consideration amount of Rs. 20,00,000/-. Thus, only a balance amount of Rs. 3,00,000/- remained payable at the time of execution of the sale deed. Once substantial consideration had allegedly been paid and the balance amount constituted only a small fraction of the total consideration, the requirement of proving readiness and willingness has to be appreciated in that factual background. The defendant has not produced any convincing evidence to show that the plaintiff ever refused to pay the balance consideration amount. There is also no evidence showing that the defendant fixed any specific date, called upon the plaintiff to remain present before the registration authority, and that the plaintiff failed to appear.

22. On the contrary, the evidence on record indicates that the plaintiff repeatedly demanded execution of the sale deed through legal notices. Had the plaintiff been unwilling to perform the contract, there would have been little reason for

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

him to repeatedly insist upon the execution of the sale deed and thereafter institute the present suit seeking enforcement of the agreement. The conduct of the defendant is equally significant. Instead of expressing readiness to execute the sale deed on receipt of the balance amount, the defendant took the stand that the document itself was not a genuine agreement for sale and was merely security document relating to a loan transaction. Once the defendant repudiated the very nature of the agreement, the plaintiff cannot be expected to perform futile formalities. In this regard, the Hon'ble Supreme Court in **Syed Dastagir v. T.R. Gopalkrishna Setty (1999) 6 SCC 337** held that readiness and willingness must be gathered from the entirety of pleadings and conduct and that hyper-technical interpretation should not defeat substantive justice. Likewise in **P. D'Souza v. Shondrilo Naidu, (2004) 6 SCC 649** the Hon'ble Supreme Court held that where the defendant himself avoids performance and disputes the contract insistence upon rigid proof of every formal step by the plaintiff may not be justified.

23. The learned counsel for the defendant has attempted to argue that the plaintiff has failed to establish his financial capacity by producing account books, bank statements or income tax records. This Court is unable to accept the contention as fatal to the plaintiff's case in the facts and circumstances of the present matter. The transaction in question pertains to immovable property situated in a semi-rural locality and the evidence on record indicates that the parties had longstanding financial dealings. Moreover, the plaintiff claims to have already paid Rs. 17,00,000/- and only Rs. 3,00,000/- remained payable. Therefore, the absence of elaborate documentary evidence regarding financial capacity does not by itself destroy the plaintiff's case, particularly when the defendant has failed to prove that the plaintiff was incapable of paying the balance amount. The Hon'ble Supreme Court in **Azhar Sultana v. B. Rajamani & Ors., (2009) 17 SCC 27**, held that readiness and willingness are to be inferred from the cumulative effect of the entire evidence and not from the isolated omissions. The Court has also taken note of the fact that the plaintiff approached the Court within the limitation and consistently pursued the present litigation seeking enforcement of the agreement. Such conduct further supports the plea of

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

readiness and willingness. Having considered the pleadings, oral evidence, documentary evidence and the conduct of the parties, this Court is satisfied that the plaintiff has succeeded in proving that he continuously remained ready and willing to perform his part of the contract and was prepared to pay the balance consideration amount of Rs. 3,00,000/- for obtaining execution and registration of the sale deed. Accordingly, Issue No. 5 is decided in favour of the plaintiff and against the defendant.

24. ISSUE NO. 6:- Whether the plaintiff is entitled to a decree for specific performance directing the defendant to execute and register the sale deed upon receipt of the balance consideration amount of Rs. 3,00,000/-?

This issue is the culmination of the findings recorded on the preceding issues and goes to the root of the relief claimed by the plaintiff. The plaintiff seeks enforcement of the registered Mahadanama/Agreement for sale dated 23.08.2017, registered on 26.08.2017, whereby the defendant allegedly agreed to sell the suit property measuring 10 dhur described in Schedule-I of the plaint for a total consideration amount of Rs. 20,00,000/-. The plaintiff's case is that the defendant received Rs. 17,00,000/- as advance consideration and agreed to execute the final sale deed on receipt of the balance consideration amount of Rs. 3,00,000/-. Despite repeated requests and legal notices the defendant failed to perform his obligation under the agreement. While deciding Issue No. 4, this Court has already held that the plaintiff has successfully proved the due execution of the registered Mahadanama/Agreement for sale and has further proved that the defendant acknowledged receipt of advance consideration as recited therein. Likewise, while deciding Issue No. 5, this Court has held that the plaintiff has continuously remained ready and willing to perform his part of the contract and has satisfied the requirement of Section 16(c) of the Specific Relief Act. The principal defence of the defendant is that the transaction was not a genuine agreement for sale but merely a security arrangement arising out of a loan transaction. The defendant has relied upon Ext. A, Ext.A/1 and Ext.B to support such plea. However, as already discussed while deciding issue no. 4, these documents at best establish previous financial dealings between the parties.

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

They do not establish that the registered Mahadanama was merely a security document or that it was never intended to operate as an agreement for sale. It is pertinent to note that the defendant has not instituted any independent proceeding seeking cancellation of the registered Mahadanama. No contemporaneous complaint alleging fraud, coercion or fabrication has been brought on record. No convincing explanation has been offered as to why a person who allegedly became aware of such serious fraud remained silent and did not take immediate legal recourse. The conduct of the defendant is inconsistent with the defence now advanced before the Court. The evidence further shows that the plaintiff issued legal notices calling upon the defendant to perform the agreement. The defendant, instead of expressing willingness to execute the sale deed on receipt of the balance amount, disputed the very nature of the transaction. Such conduct supports the plaintiff's plea that it was the defendant who avoided performance of the contract.

25. At this stage, it would be useful to examine the legal principles governing grant of specific performance. The Hon'ble Supreme Court in **K. Narendra v. Riviera Apartments (P) Ltd., (1999) 5 SCC 77**, held that the relief of specific performance is discretionary, however, such discretion is not arbitrary but judicial and must be exercised on sound legal principles. The court further held that where a valid and enforceable contract is proved and no inequitable circumstance is established, the Court should ordinarily enforce the contract. Similarly, in **Narinderji Singh v. North Star Estate Promoters Ltd., (2012) 5 SCC 712**, the Hon'ble Supreme Court observed that once the plaintiff proves the agreement and establishes readiness and willingness, the Court should ordinarily grant specific performance unless there are compelling reasons to refuse the relief. In **J.P. Builders v. A. Ramadas Rao, (2011) 1 SCC 429**, the Hon'ble Supreme Court reiterated that where execution of the agreement and readiness and willingness are established, the plaintiff becomes entitled to the equitable relief of specific performance unless barred by law or equity. Likewise, in **P. D'Souza v. Shondrilo Naidu, (2004) 6 SCC 649**, the Hon'ble Supreme Court held that once the defendant himself repudiates the agreement, he cannot take advantage of his own conduct and seek refusal of equitable relief. The Court is

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

also mindful of the observations made by the Hon'ble Supreme Court in **Satish Kumar v. Karan Singh (2016) 4 SCC 352**, wherein it was held that allegations of fraud, coercion or misrepresentation must be proved by cogent evidence and cannot be accepted merely on the basis of bald assertions.

26. Applying the aforesaid principles to the facts of the present case, this Court finds that the existence and execution of the registered Mahadanama stand proved. The plaintiff has established payment of substantial advance consideration amount and the agreement itself records such payment. The defendant has failed to substantiate his plea that the document was merely a loan security arrangement. The plaintiff has continuously remained ready and willing to perform his obligations under the contract. The defendant has failed to establish any circumstance rendering enforcement of the agreement inequitable or unjust. The suit has been instituted within the prescribed period of limitation. No statutory bar has been shown which disentitle the plaintiff from obtaining relief. The Court finds it significant that the contract pertains to immovable property. It is well settled that compensation in money is not ordinarily regarded as an adequate substitute for performance of a contract relating to transfer of immovable property. The conduct of the parties and the nature of the transaction do not reveal any circumstance warranting denial of equitable relief. The defence has attempted to rely upon the alleged inadequacy of consideration and prior monetary dealings. However, inadequacy of consideration by itself does not render a lawful contract unenforceable. Nor can previous monetary transactions automatically convert a registered agreement for sale into a loan security arrangement. In the absence of convincing evidence supporting the defence plea, the Court cannot ignore the legal effect of a duly executed and registered agreement. Upon cumulative consideration of the entire evidence on record, the pleadings of the parties, the surrounding of the circumstances, and the settled principles governing suits for specific performance, this Court is satisfied that the plaintiff has established a lawful and enforceable contract and has further proved his entitlement to its enforcement. Accordingly, this Court holds that the plaintiff is entitled to a decree for specific performance of the registered Mahadanama/Agreement for sale dated 23.08.2017 (registered on 26.08.2017) in

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

respect of the suit property upon payment of the balance consideration amount of Rs. 3,00,000/-. Accordingly, Issue No. 6 is decided in favour of the plaintiff and against the defendant.

27. ISSUE NO. 7:- Whether the plaintiff is entitled to consequential reliefs including possession and costs?

The burden proving this issue also lies upon the plaintiff. While deciding Issue No. 4, 5 and 6, this Court has already held that the plaintiff has successfully proved the execution of the registered Mahadanama/Agreement for sale dated 23.08.2017 (registered on 26.08.2017), his continuous readiness and willingness to perform his part of the contract, and his entitlement to a decree for specific performance of the said agreement. The plaintiff has further sought consequential reliefs arising out of enforcement of the agreement. It is settled principle of law that where a decree for specific performance of a contract relating to immovable property is granted, the Court is empowered to grant all ancillary and consequential reliefs necessary to give complete effect to the decree. In the present case, the agreement relates to specific immovable property described in Schedule-I of the plaint. The object of the suit is not merely execution of a formal document but transfers of proprietary rights contemplated under the agreement. Therefore, the decree must be effective and capable of complete enforcement.

28. The evidence on record indicates that despite execution of the registered Mahadanama and repeated demands made by the plaintiff, the defendant failed to execute the sale deed. Consequently, unless consequential reliefs are granted, the decree for specific performance may become incomplete and ineffective. The Hon'ble Supreme Court in **Babu Lal v. Hazari Lal Kishori Lal, (1982) 1 SCC 525**, held that in a suit for specific performance the Court possesses ample power to grant possession and other consequential reliefs so as to make the decree effective and complete. Similarly, in **Adcon Electronics Pvt. Ltd. v. Daulat, (2001) 7 SCC 698**, the Hon'ble Supreme Court explained that in a suit for specific performance relating to immovable property, the relief of possession is a consequential relief flowing from enforcement of the contract where the facts so

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

justify. In the present case, the plaintiff has specifically prayed for consequential reliefs. The evidence on record does not show that the plaintiff has already obtained possession pursuant to the agreement. Therefore, in order to avoid multiplicity of proceedings and to ensure complete enforcement of the decree, the plaintiff is entitled to consequential relief of possession, if possession is not delivered voluntarily upon execution and registration of the sale deed. Accordingly, it is held that the plaintiff is entitled to consequential reliefs flowing from the decree for specific performance, including execution and registration of the sale deed, delivery of possession of the suit property, if necessary, through due process of law. Accordingly, Issue No. 7 is decided in favour of the plaintiff and against the defendant.

29. ISSUE NO. 3:- Is the present suit barred under Specific Relief Act?

The onus of proving this issue lies upon the defendant. The defendant has taken a plea in the written statement that the present suit is barred under the provisions of the Specific Relief Act and, therefore, the plaintiff is not entitled to the relief of specific performance. However, except taking such plea, the defendant has neither specified the precise provision of law under which the suit is alleged to be barred nor has he produced any convincing evidence to substantiate the said objection. The present suit has been instituted seeking specific performance of a registered Mahadanama/Agreement for sale dated 23.08.2017 (registered on 26.08.2017) relating to immovable property. The plaintiff has specifically pleaded execution of the agreement, payment of substantial advance consideration amount, readiness and willingness to perform his part of the contract and failure of the defendant to execute the sale deed despite repeated demands and legal notices. The Court has already held while deciding Issue No. 4 that the execution of the registered Mahadanama/Agreement for sale stands proved. Further, while deciding Issue No. 5, this Court has held that the plaintiff has successfully established his continuous readiness and willingness to perform his part of the contract as required under Section 16(c) of the Specific Relief Act. The objections of the defendant that the suit is barred under the Specific Relief Act does not appear to

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

have any legal foundation.

30. It is well settled that a suit for specific performance of an agreement for sale of immovable property is specifically recognized by the provisions of the Specific Relief Act. Such a suit can only be refused where the plaintiff fails to establish a valid and enforceable contract, fails to prove readiness and willingness, or where the case falls within any of the recognized exceptions contained in the Act. In **N.P. Thirugnanam (Dead) by LR.s. v. Dr. R. Jagan Mohan Rao & Others, (1995) 5 SCC 115**, the Hon'ble Supreme Court held that the plaintiff must prove continuous readiness and willingness as required under Section 16(c) of the Specific Relief Act. In the present case, such requirement has already been found proved. Further, in **J.P. Builders & Another v. A. Ramadas Rao & Another, (2011) 1 SCC 429**, the Hon'ble Supreme Court reiterated that once a lawful agreement is established and the plaintiff proves readiness and willingness, the suit for specific performance is maintainable and enforceable in accordance with law. The defendant has not been able to establish that the agreement in question is void, illegal, opposed to public policy or otherwise incapable of specific enforcement. No statutory prohibition has been shown which would render the contract unenforceable. On the contrary, the evidence available on record demonstrates that the suit is founded upon a registered agreement relating to immovable property, that the plaintiff has approached the Court within the period of limitation, and that the essential requirements of the Specific Relief Act have been satisfied. Accordingly, this Court finds that the defendant has utterly failed to prove that the present suit is barred under any provisions of the Specific Relief Act. Accordingly, Issue No. 3 is decided against the defendant and in favour of the plaintiff.

31. ISSUE NO. 1 and 2:- Whether the suit as has been framed and filed is maintainable and has the plaintiff got valid cause of action?

Both these issues are interconnected together. As such, they are taken up together. The burden of proving these issues lies upon the plaintiff. The present suit has been instituted by the plaintiff seeking a decree for specific performance of a registered Mahadanama/Agreement for sale dated 26.08.2017, registered on

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

26.08.2017, in respect of the suit property described in Schedule-I of the plaint. The plaintiff has also sought consequential reliefs including execution and registration of the sale deed and delivery of possession. The defendant has contested the suit by filing written statement and has raised various objections regarding maintainability of the suit. It has been pleaded that the alleged agreement for sale is not genuine and that the transaction was merely a loan transaction secured by documents executed in favour of the plaintiff. The defendant has also denied the plaintiff's entitlement to the relief claimed. Before entering into the merits of the controversy, it is necessary to examine whether the suit is maintainable and whether the plaintiff has disclosed a valid cause of action. A cause of action means every fact which would be necessary for the plaintiff to prove in order to obtain a judgment in his favour. While considering existence of cause of action, the Court is primarily concerned with the averments made in the plaint and not with the defence taken in the written statement.

32. In the present case, the plaint discloses that the defendant executed a registered Mahadanama/Agreement for sale dated 23.08.2017 in favour of the plaintiff in respect of the suit property for a total consideration amount of Rs. 20,00,000/-. It is further pleaded that the defendant received Rs. 17,00,000/- as advance consideration and agreed to execute the sale deed upon receipt of the balance amount of Rs. 3,00,000/-. The plaintiff has further pleaded that despite repeated requests and legal notices, the defendant failed to execute the sale deed, thereby giving rise to the present cause of action. These pleadings clearly disclose a complete bundle of facts constituting a cause of action for filing a suit for specific performance under the Specific Relief Act. The Hon'ble Supreme Court in **Rukhmabai v. Lala Laxminarayan & Ors., AIR 1960 SC 335**, explained that cause of action means every fact which the plaintiff must prove, if traversed, in order to support his right to the judgment of the Court. Similarly, in **A.B.C. Laminart Pvt. Ltd. v. A.P. Agencies, Salem, (1989) 2 SCC 163**, the Hon'ble Supreme Court held that cause of action comprises the bundle of essential facts which give the plaintiff the right to seek judicial redress. The defendant has not been able to point out any statutory bar which would render the present suit non-maintainable. The suit is one for enforcement of an

IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]
PRESENT: RANJAN DEO
DATE OF JUDGMENT: 12-05-2026

agreement relating to immovable property and is maintainable before a competent Civil Court. The relief claimed is recognized by law and falls squarely within the provisions of the Specific Relief Act. The objections raised by the defendant substantially relate to the genuineness of the agreement and the nature of the transaction. Such objections pertain to the merits of the controversy and cannot be equated with absence of maintainability. Whether the plaintiff ultimately succeeds in proving the agreement is a matter to be decided on evidence and not while determining the maintainability of the suit.

33. The Hon'ble Supreme Court in **Popat and Kotecha Property v. State Bank of India Staff Association, (2005) 7 SCC 510**, held that so long as the plaint discloses a cause of action, the suit cannot be thrown out merely because the defendant disputes the plaintiff's claim on merits. In view of the pleadings available on record, this Court is satisfied that the plaint discloses a valid cause of action and that the suit is maintainable in its present form. Accordingly, Issue No. 1 and 2 are decided in favour of the plaintiff and against the defendant.

34. In view of the above discussion and findings on the issues, this Court holds that the plaintiff has succeeded in proving his case.

Hence it is ordered:

ORDER

35. In the result, it is ordered that this T.S. No. 79/2018 be and the same is decreed on contest. The plaintiff has successfully proved the execution of the registered Mahadannama/Agreement for Sale dated 23.08.2017, registered on 26.08.2017, executed by the defendant in respect of the Schedule-I suit property for a total consideration amount of Rs. 20,00,000/-. The plaintiff has successfully proved payment of Rs. 17,00,000/- as advance consideration, his continuance readiness and willingness to perform his part of the contract, and his entitlement to the equitable relief of specific performance. The defendant has failed to establish his plea that the said agreement was merely a security document executed in connection with a loan transaction. The defendant has also failed to prove that the present suit is barred under any provisions of the Specific Relief

**IN THE COURT OF CIVIL JUDGE (Sr. Div.)
DISTRICT- TEGHRA, BEGUSARAI
[TITLE SUIT NO. 79/2018]**

PRESENT: RANJAN DEO

DATE OF JUDGMENT: 12-05-2026

Act. Accordingly, the suit of the plaintiff is decreed on contest without costs.

36. It is hereby ordered and decreed that the defendant shall execute and register a valid and proper deed of sale in favour of the plaintiff with respect to the Schedule-I suit property after receiving the balance consideration amount of Rs. 3,00,000/- (Rupees Three Lakhs only). The plaintiff shall deposit/pay the balance consideration amount of Rs. 3,00,000/- within a period of 60 (sixty) days from the date of this judgment. Upon such deposit/payment, the defendant shall execute and get registered the sale deed in favour of the plaintiff within a period of 60 (sixty) days thereafter before the competent registering authority.

37. In the event of failure or refusal on the part of the defendant to execute and register the sale deed within the aforesaid period, the plaintiff shall be entitled to have the sale deed executed and registered through process of the Court in accordance with law. The plaintiff shall also be entitled to delivery of possession of the suit property, through due process of law in execution of the decree.

Let a decree be drawn up accordingly.

Dictated, Corrected, signed and
pronounced in open court by me

sd/-

(Ranjan Deo)

Civil Judge (Sr. Div.), Teghra,
Begusarai

Date: 12th May, 2026

sd/-

(Ranjan Deo)

Civil Judge (Sr. Div.), Teghra,
Begusarai

Date: 12th May, 2026

Date of Judgment reserved	28/04/2026
Date of Judgment	12/05/2026
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