

Kumeshwar Rajak Vs Md. Sarafat

**IN THE COURT OF CIVIL JUDGE (JR. DIV), KAHALGAON
(BHAGALPUR)**

Present:- Pragya Mishra, Civil Judge (Jr. Div), Kahalgaon

Date of Judgment:-19th day March, 2026

TITLE SUIT NO. 32/2015 (CIS NO-3032/2015)

CNR NO. BRBG 220001852015

PLAINTIFFS	Kumeshwar Rajak S/o late Sindhu Rajak resident of Village- Tarwa, Duldulia, P.S.- Pirpainty, District- Bhagalpur
REPRESENTED BY	Sri Ajay Kumar Dubey, Adv.
DEFENDANTS	Md. Sarafat S/o- Late Md. Yakub, residents of village- Naya Tola, Tarwa, Pirpainty Bazar, P.S. Pirpainty, District- Bhagalpur.
REPRESENTED BY	Sri Bijaykant Mandal, Adv.

FORM B

Suit filed on:	16.06.2015
suit valued for:-	40,000/-
Date of judgment:-	19.03.2026

FORM C

A. Plaintiff Oral witnesses:-

PW 1 :	Kripanath Mandal
PW 2 :	Kumeshwar Rajak
PW 3 :	Girdhari Rajak

B. Plaintiff's documentary evidences:- (As per deposition and order sheet

Exhibit :- 1	Deed of Bayananama / unregistered deed of agreement
Exhibit :- 2	Signature of Kripanath Mandal on deed of unregistered agreement while date of execution of said deed

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Exhibit : - 2a/B-1	Signature of defendant on deed of unregistered agreement while date of execution of said deed
Exhibit:- 2/b/B-2	Receiving of defendant Rs. 5000 on the deed of unregistered agreement on dated 06-11-2008 and 30-11-2008
Exhibit:- 2/c/B-3	Receiving of the defendant Rs. 10000 regarding one decimal of land
Exhibit:- 2/d/B-4	Receiving of the defendant Rs. 3000 on dated 27-10-2009 and Rs. 2000 on dated 09-12-2009
Exhibit:- 3	C.C. of Khatiyān

C. Defendants Oral witnesses:-

No any oral evidence adduced by the defendants

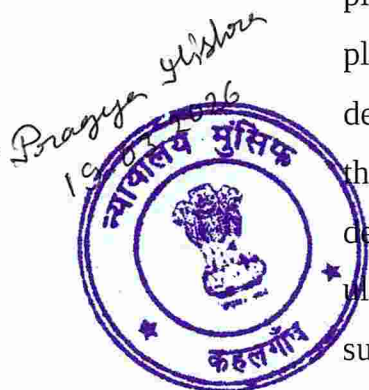
D. Defendants Documentary Evidences:-

No any documentary evidence produced by the defendants

JUDGEMENT

19.03.2026

1. The plaintiff has filed the present suit for specific performance of contract against the defendant with respect to 03 decimals of land out of 06 decimals under Khata No. 454, Khesra No. 1305 situated at Mouza Malikpur, P.S. Pirpainty, District Bhagalpur. Further pleaded that, the defendant initially entered into an oral agreement of sale on 04-09-2008 to sell 02 decimals of land for Rs. 25,000/-, out of which Rs. 15,000/- was paid as earnest money and the remaining amount was subsequently paid in installments, which the defendant acknowledged by endorsing the money receipt. Later, on 27-08-2009, the defendant further agreed to sell 01 decimal of land from the same plot for Rs. 15,000/-, which was also fully paid by the plaintiff. Thus, the plaintiff claims to have paid a total consideration of Rs. 40,000/- for 03 decimals of land. Further submitted that defendant delivered the possession to the plaintiff and promised to execute the registered sale deed. However, despite repeated requests, the defendant failed to execute the sale deed and ultimately refused on 10-04-2015, compelling the plaintiff to file the present suit seeking specific performance of the contract and execution of the sale deed through the court.



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2.

Schedule – ‘A’**Description of the suit property**

A piece of land including constructed house standing thereupon situated at Mouza- Malikpur, P.S. and Anchal- Pirpainty, District-Bhagalpur bearing Khata No. 454 Khesra No. 1305, Area-03 decimal and boundaries as follows:-

Bounded as follows :-

North :- Road

South :-

East :- Road

West :- Plaintiff

3. ***Plaintiff's Case in brief is that*** the plaintiff is Hindu Governed by Mitakshra School of Hindu Law and being a karta of his family he is filing the present suit in his individual capacity. The defendant's religion is muslim and governed by Hanifi School of Muslim Law and he is sued as necessity party in the present suit. The defendant had acquired a piece of land measuring an area of 02 decimals out of 06 decimals of land including house is standing over 02 (two) decimals of land from Sakhawat Mian S/o- Late Rasul Mian and he was in possession over the 02 decimals of purchased land together with house thereon. That on 04-09-2008 the defendant entered into an agreement of sale for a valuable consideration of Rs. 25,000/- (Rupees Twenty Five Thousand) in respect of khata No. 454, Khesra Bo. 1305 Area 02 (two) decimals out of 06 (six) decimals which is fully described in schedule- 'A' of the plaint. The said agreement of sale dated 04-09-2008 was oral and after final talk of sale in presence of witnesses and other villagers of vicinity the plaintiff paid Rs. 15,000/- (Rupees Fifteen Thousand) as an earnest money to the defendant and a money receipt was granted by the defendant in favour of plaintiff in acceptance of token of the earnest money on 04-09-2008 and plaintiff assured to pay the remaining due consideration money Rs. 10,000/- (Rupees Ten Thousand) to the defendant. That on the demand of defendant the plaintiff on 06-11-2008 paid Rs. 5,000/- (Rupees Five Thousand) to the defendant and thereafter on 30-11-2008 the plaintiff paid Rs. 5,000/- (Rupees Five Thousand) to the defendant and defendant after receiving the said money made endorsement by putting his signature on money receipt and in this way the plaintiff paid total consideration money Rs. 25,000/- (Rupees Twenty Five Thousand) to the defendant till 30-11-2008. That on 27-08-2009 the defendant again entered into an agreement of sale with the plaintiff for 01 (one) decimal of land of khesra no. 1305 under khata



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no. 454 for a valuable consideration of Rs. 15,000/- (Rupees Fifteen Thousand) for which the plaintiff paid Rs. 10,000/- (Rupees Ten Thousand) to the defendant on 27-08-2009 after final talk of sale and purchase and the defendant after receiving Rs. 10,000/- (Rupees Ten Thousand) from plaintiff made an endorsement of the said money in the money receipt dated 04.09.2008 and the remaining consideration money in respect of 01 (one) decimal of land i.e. Rs. 5000/- (Rupees Five Thousand) was promised by the plaintiff to pay the defendant later on and defendant became agreed from the proposal of the plaintiff. The plaintiff according to promise paid Rs. 3,000/- (Rupees Three Thousand) on 27-10-2009 and Rs. 2,000/- (Rupees Two Thousand) on 09-12-2009 to the defendant and the defendant after receiving the said money made endorsement by putting his signature on the money receipt and had promised to execute sale deed of total land measuring 03 (three) decimals of khata No. 454, khesra No. 1305. In this way the plaintiff has paid entire consideration money i.e. Rs. 40,000/- (Rupees Forty Thousand) to the defendant with respect to 03 decimals of land of khesra no. 1305 of khata no. 454 area 03 decimals out of 06 decimals of land. The plaintiff after making payment of full consideration money with respect to 03 decimals of land came in possession and the defendant has also put the plaintiff in possession over the same and promised to execute sale deed of the property as mentioned in Schedule 'A' at the foot of the plaint and hereinafter called the suit land. The plaintiff is in continuous physical possession over the suit property after payment of full consideration money to the defendant and made request orally to the defendant to execute sale deed but all the times defendant made promise to execute sale deed of the suit property in favour of the plaintiff. That on 10-04 -2015 the plaintiff in presence of villagers asked the defendant to execute sale deed of the suit property in his favour, but this time the defendant refused to execute the registered sale deed of the suit property in favour of the plaintiff, so necessity for filing the suit arose. The plaintiff was/is always ready and willing to perform his part of contract by paying entire consideration money to the defendant and ready for getting registered sale deed of the suit land, but the defendant inspite of receiving entire consideration money of the suit property is avoiding to execute sale deed of the suit property in favour of the plaintiff with some ill motive and not willing to perform his part of contract in terms of oral agreement of sale of the suit property. The cause of action arose on 04.09.2008 when the oral agreement of sale of suit land was finalised and lastly on 10.04.2015 when the defendant refused to execute sale deed of the suit land in favour of the plaintiff and each dates thereafter.



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4. The plaintiff prays for the following reliefs :-

(A)The court be pleased to pass an order for Specific Performant of contract in respect of the suit land.

(B)That on the above adjudication the court be further pleased to pass order directing the defendant to execute and register a sale deed in respect of suit land in favour of the plaintiff within the period given by the court, failing which the court be pleased to execute registered sale deed of the suit land in favour of the plaintiff through the process of the court.

(C)The cost of suit be awarded to the plaintiff.

(D)Any other relief or reliefs which the court thinks fit and proper be awarded to the plaintiff.

5. **Written statements filed on behalf of Defendant namely Md. Sharafat:-**

Save and except the allegations and assertion made by the plaintiff in plaint that are admitted specifically and other allegations and assertions denied by this defendant and the plaintiff has to put the strict proof thereof. The suit as framed by the plaintiff is not maintainable either in law or in facts. The suit is hopelessly barred by law of limitation. The suit is hited by misjoinder and non-joinder of parties. The plaintiff has not made the party the male member and the female member of the defendant. The defendant has guided by Hanafi school of Muslim Law and aforesaid plot is the khatiyani and of Md. Yakub Mian who died living behind two sons namely Sarafat Mian and Md. Shabbir Miyan and four (4) daughters who are the share holder of the suit plot. The plaintiff has not valid cause of action for the suit. The cause of action as sated in para 13 of plaintare false and fabricated. The suit is hited u/o 7 Rule 11 of C.P.C. The plaintiff has earlier filed a title suit vide 600/2013 in the learned court sub judge first Bhagalpur against this defendant and the plaintiff seeking same relief for the some plot and that was dismissed. The plaintiff conceal the title suit vide no. 600/2013 and filed the present suit without any reason.

It is further submitted that the plaintiff stated the cause of action arising on 20.07.2013 and 02.08.2013 in title suit no. 600/2013 whether the plaintiff made new date 4.9.2008 and lastly 10.4.2015 the cause of action to make the present suit. The suit must be dismissed on this ground alone. The plaintiff filed the suit on the basis of unregistered zerbeyanama which has prepared on 4.9.2008 and the present suit has filed on 16.06.2015 in your honour's Court. It is further submitted that the oral agreement or written agreement unregistered would be in forcible within three years. The plaintiff



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filed the suit create a imaginary date of cause of action. After passing many three years. Hence the suit is liable to dismissed on this score alone. The para first of the plaint is not disputed while para 2 is admitted by this defendant to the score that he is guided by Hanafi school of Muslim Law. The statements of para 3 of plaint partly accepted by this defendant. It is true, that the plot bearing khata No. 454 khesra no 1305 Area 6 decimals recorded in khatian in the name of Md. Yakub the father of the defendant. It is necessary to disclosed here that one co sharer of Md. Yakub Mian namely Md. Shekhawat Mia s/o Md. Rasul Miya has possess by way of partition 6/7 decimals of aforesaid plot and other co-shares has got the some. The defendant Md. Sharafat Mia purchased 6/7 decimals land through registered sale deed on 16.7.2002 from the Md. Shekhawat Miya s/o Md. Rasul Miyan through sale deed. It is wrong to say that plaintiff has purchased 3 decimals as stated in suit. It is denied by the defendant that the suit plot measuring area 2 decimals out of 6 decimals is in joint possession of defendant. The statement made in para 4, 5, 6 of the plaint has denied by the defendant. The main fact is that in the year 1989 a Riot spread out in whole Bhagalpur district between Hindu and Muslim community and as result defendant namely Md. Sharafat leave his whole property and flew away frame the alleged suit plot. After passing many years defendant returned to inquired the suit plot where he saw some invadors entered in his house and also looted all house hold things. The defendant meet to the plaintiff and prayed to help for evict his house from the invaders, The plaintiff advice him to make a zerbeyana in his name than he help. The defendant agree with plaintiff and sign over a zerbeyananama fixed very low rate of the aforesaid suit plot. It is openly disclosed here that the defendant has six (6) rooms of "Pakka house" with sehan of 2 decimals which is valued approx. 2 lakhs 50 thousand rupees, but plaintiff has prepared a fictitious zerbeyananema without paid a single farthing to the defendant. That the plaintiff seeks the benefit of fake zerbeyanama file the present suit only on the imaginary ground. Hence the statement of the said paragraph denied by the defendant. The statement of para 7 of the plaint is wrong. The defendant left away the suit house and plot in 1989 and presently he live at Rozanagar P.S. Pirpanti District Bhagalpur. The plaintiff taken benefit of obsency of defendant and make pressure to sold out to suit plot to him. The defendant comes on pressure and made zerbeyanama without received single farthing a valuable property on very low rate. The plaintiff made zerbeyanama by force only to grab the valuable property. The para 8 of the plaint denied by the defendant hence the plaintiff has to put the strict proof thereof. The statement made in para 9 of the plaint is wrong, illegal forcefull, hence denied



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by the defendant. The plaintiff keep the defendant in fear. The zerbeyanama made under pressure on low rate without consideration the question of possession raised by the plaintiff is illegal. The possession without legal right, title is illegal. The zerbeyanama- made on low valuation and without consideration is also illegal and against law. The statement in para 10, 11 and 12 of the plaint are baseless which has no legal value. The plaintiff wants to opt the illegal possession to confirm legal possession. The law never permit them. The plaintiff has directly filed this suit against the defendant. It shows that the aforesaid zerbeyanama is without consideration and fictitious also. The plaintiff has no ground of notice to the defendant about the registration he also never show his anxiousness and readiness on any pen and paper. The plaintiff neither paid the consideration money and nor taken any proper steps only file the suit plaintiff taken oral submission of registration to defendant which has no legal value. The plaintiff only wants to grab the suit plot of defendant on the title suit. Hence denied by the defendant. The statement in para 14 of the plaint has been denied by the defendant. The suit plot is homestead plot covered by 6 pakka room including "Sehan" land valued 2 lakhs 50 thousand rupees approx but the plaintiff has fixed his own rate and own view hence it is against law and without proper court fee. The plaintiff should be paid ad valorem court fees according to the market value of the plot. The statement in para 15 of the suit is no need of answer. The para 16 of the plaint relates the relief of the plaintiff which has been denied by the defendant. The plaintiff has opted a pressurized zerbeyanama from defendant, till to day plaintiff not paid the valid consideration amount to defendant. The plaintiff wants to grab the suit property on low price which is most valuable. Only on the low price zerbeyanama has not due market value. The plaintiff is not entitled to get any relief as they demanded from the suit. The Court may please to dismiss the present suit on above ground in favour of defendant with cost.

6. After pleadings made by both the parties the following issues has been recasted:-

- I. Whether the suit as framed is maintainable?
- II. Whether the plaintiff has valid cause of action to file the suit?
- III. Whether the suit is barred by the law of limitation?
- IV. Whether there was any valid agreement for sale between the plaintiff and the defendant with respect to the suit land and on the basis of the same plaintiff is entitled to a decree for specific performance of



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contract against the defendant in respect of the suit land?

V. Whether the plaintiff is entitled to any other relief or reliefs as prayed for?

7. In order to prove the case plaintiff has adduced altogether Three witnesses as

PW 1 :	Kripanath Mandal
PW 2 :	Kumeshwar Rajak
PW 3 :	Girdhari Rajak

8. In order to prove the case plaintiff has produced some documentary evidences as:-

Exhibit :- 1	Deed of Bayananama / unregistered deed of agreement
Exhibit :- 2	Signature of Kripanath Mandal on deed of unregistered agreement while date of execution of said deed
Exhibit : - 2a/B-1	Signature of defendant on deed of unregistered agreement while date of execution of said deed
Exhibit:- 2/b/B-2	Receiving of defendant Rs. 5000 on the deed of unregistered agreement on dated 06-11-2008 and 30-11-2008
Exhibit:- 2/c/B-3	Receiving of the defendant Rs. 10000 regarding one decimal of land
Exhibit:- 2/d/B-4	Receiving of the defendant Rs. 3000 on dated 27-10-2009 and Rs. 2000 on dated 09-12-2009
Exhibit:- 3	C.C. of Khatiyani



FINDINGS

ISSUE No. IV:- Whether there was any valid agreement for sale between the plaintiff and the defendant with respect to the suit land and on the basis of the same plaintiff is entitled to a decree for specific performance of contract against the defendant in respect of the suit land?

It is well settled law that the plaintiff has to prove his claim by

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sufficient and cogent evidence. He has to stand on his own legs. Plaintiff cannot take or avail any benefit from defendant's weakness. He has to prove his claim upto the satisfaction of the court.

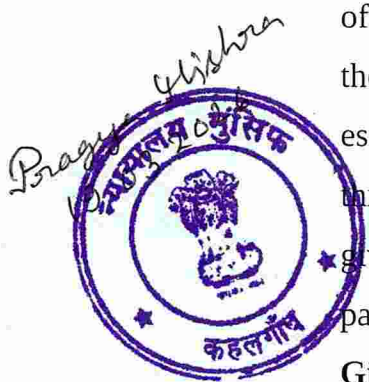
The plaintiff has filed the present suit for specific performance of contract in respect of 03 decimals of land out of 06 decimals under Khata No. 454, Khesra No. 1305 situated at Mouza Malikpur, P.S. Pirpainty, District Bhagalpur. The plaintiff alleges that the defendant entered into an agreement of sale on 04.09.2008 for 02 decimals of land for Rs. 25,000/- and later agreed on 27.08.2009 to sell 01 decimal more for Rs. 15,000/-. According to the plaintiff, he paid the entire consideration amount of Rs. 40,000/-, and the defendant delivered possession of the suit land and promised to execute the registered sale deed. However, despite repeated requests, the defendant refused on 10-04-2015 to execute the sale deed, which compelled the plaintiff to file the present suit seeking specific performance of the contract.

In order to prove the case plaintiff has relied upon **Ext-1** which is Deed of Bayananama i.e. an unregistered deed of agreement. From the perusal of this document, the Deed of Bayananama (agreement), it appears that the document has been written merely to show that a transaction was allegedly made between the plaintiff and the defendant. However, the document does not contain any specific date of execution, nor does it clearly mention the terms and conditions of the agreement, including the period or limitation for execution of the sale deed. Therefore, the document lacks essential particulars of a valid agreement for sale. **Ext-2 and Ext-2/a/B-1** relate to the alleged signatures of the Kripanath Mandal and the defendant on the unregistered deed of agreement (Bayananama). Though these exhibits show that certain signatures appear on the document, mere proof of signatures does not by itself establish that the document was executed as a valid and concluded agreement. In absence of proper proof of execution, these exhibits carry limited evidentiary value. **Ext-2/b/B-2** pertains to the alleged receipt of Rs. 5,000/- each on 06-11-2008 and 30-11-2008 by the defendant. Similarly, **Ext-2/c/B-3** shows an alleged payment of Rs. 10,000/- towards one (01) decimal of land, and **Ext-2/d/B-4** indicates alleged payments of Rs. 3,000/- on 27-10-2009 and Rs. 2,000/- on 09-12-2009. All these endorsements are made on the same unregistered Bayananama. **Ext-3** is the certified copy of Khatian which stands recorded in the name of Varsali Miyan and Shakhawat Miyan with respect to Khata No. 454 and Khesra No. 1305. From perusal of Ext-1 (alleged Bayananama), it is the case of the plaintiff that the defendant had



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acquired the suit land from Shakhawat Miyan. However, on careful scrutiny of the entire case record, it is found that the plaintiff has failed to produce any cogent evidence to show how the defendant derived his title from the recorded tenant (khatiyani raiyat). There is no material on record to establish whether the defendant acquired the suit land by inheritance, as no genealogy (G.T.) or document of succession has been produced, nor is there any registered sale deed or other document of transfer showing that the defendant purchased the land from the recorded raiyat. Thus, the link between the recorded owner (Khatiyani Raiyat) and the defendant remains unproved. In such circumstances, it becomes difficult to hold that the defendant had any valid and transferable title over the suit land. In absence of proof of origin of title, the alleged agreement for sale, being an unregistered document, cannot be validated or enforced in law. Besides these plaintiff has relied upon following oral witnesses such as **PW-1, Kripanath Mandal**, has been examined by the plaintiff as a witness to support the alleged agreement for sale and payment of consideration amount. In his examination-in-chief, PW-1 has supported the plaintiff's case by stating that there was a conversation of sale-purchase of the suit land between the plaintiff and the defendant, and for that, the plaintiff had paid money to the defendant in his presence. He has also stated that the defendant agreed to sell the land and later avoid the execution of sale deed. But, when his evidence is tested in cross-examination, several material contradictions and deficiencies appear: During the entire cross examination this witness failed to state the exact date of execution of the agreement, specific terms and conditions of the said agreement, or the exact details of the transaction. **PW-2, Kumeshwar Rajak**, is the plaintiff himself and has been examined to prove his case. In his examination-in-chief, he has reiterated the entire averments as submitted in the plaint by deposing on affidavit that the defendant entered into an oral agreement of sale, received total consideration of Rs. 40,000/-, delivered possession of the suit land and promised to execute the sale deed, but later refused. But during the cross examination, he could not establish the specific terms and conditions of the alleged agreement. Though this witness claimed payment of the entire consideration amount, but could not give a consistent and precisely about the terms and condition. The alleged payments are only supported by endorsements on Bayananama. **PW-3, Girdhari Rajak**, has been examined by the plaintiff to support the case of alleged agreement for sale and payment of consideration. In his examination-in-chief, PW-3 has supported the case of plaintiff by stating that there was a transaction between the parties and the defendant had agreed to sell the suit



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land in favour of the plaintiff and received money from the plaintiff, but in cross-examination, this witness has not been able to establish that he was present at the time of actual execution of the said alleged agreement or at the time of all payments. This witness could not explain the terms and conditions of the alleged agreement.

It is pertinent to mention that in a suit for specific performance of contract, the plaintiff is required to strictly comply with the mandatory provisions of **Section 16(c) of the Specific Relief Act, 1963**, which mandates that he must plead and prove his continuous readiness and willingness to perform his part of the contract. In the present case, the alleged agreement (Ext-1 Bayananama) is an unregistered document lacking essential terms such as specific date, time for performance and clear conditions, and thus does not constitute a concluded and enforceable contract. Further, the plaintiff has failed to prove that he ever issued any legal notice or took any concrete steps to get the sale deed executed within a reasonable time, thereby failing to establish readiness and willingness in its true legal sense. The conduct of the plaintiff, coupled with delay in filing the suit, absence of definite terms and lack of reliable evidence, this entitles him from equitable relief, as held by the Hon'ble Supreme Court in *K.S. Vidyadnam vs. Vairavan* (1997) 3 SCC 1, *N.P. Thirugnanam vs. Dr. R. Jagan Mohan Rao* (1995) 5 SCC 115 and *Man Kaur vs. Hartar Singh Sangha* (2010) 10 SCC 512. Further, as per the case of the plaintiff, the defendant is said to have acquired 02 decimals of land from Sakhawat Miyan (the khatiyani raiyat) and thereafter entered into an agreement with the plaintiff on 04-09-2008, followed by another agreement on 27-08-2009 for an additional 01 decimal of land from the same khata and khesra. However, there is absolutely no document available on record to show as to when and how the defendant acquired the said 02 decimals of land and when acquired 01 decimal of land, whether by way of registered sale deed, inheritance, or any other lawful mode. Further, the plaintiff has pleaded in the plaint that in presence of villagers he requested the defendant to execute the sale deed but the defendant refused, however, none of the witnesses have proved such demand and refusal in a reliable manner. Accordingly, the plaintiff has failed to establish that the alleged agreement for sale was a valid one and the same is liable to be enforceable, besides this, in absence of clear terms and conditions of the contract, the plaintiff also failed to establish his readiness as well as willingness to perform his part according to the contract, and hence, this issue is decided against the plaintiff.



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10. Issue No. I – Whether the suit as framed is maintainable?

On consideration of the pleadings and evidence on record, it appears that the present suit for specific performance is based upon an alleged agreement and an unregistered Bayananama which lacks essential terms such as definite date, time for performance and clear conditions of contract, and thus does not constitute a valid and enforceable agreement in the eye of law. Further, the plaintiff has failed to establish his readiness and willingness by cogent evidence. Hence, in absence of a valid enforceable contract the suit as framed is not maintainable and this issue is decided against the plaintiff.

11. Issue No. II – Whether the plaintiff has valid cause of action to file the suit?

On perusal of the pleadings and evidence on record, it appears that the plaintiff has based his claim on an alleged unregistered agreement. The plaintiff has failed to establish by cogent evidence that any legally enforceable right accrued in his favour or that there was a clear refusal by the defendant within the framework of a valid agreement. In absence of proof of a concluded contract and enforceable right, the alleged cause of action appears to be vague and not legally sustainable. Hence, it is held that the plaintiff has failed to prove a valid cause of action for filing the present suit, and this issue is also decided against the plaintiff.

12. Issue No. III – Whether the suit is barred by the law of limitation?

In the present case, the alleged agreement is stated to have been made on 04-09-2008 and further transaction on 27-08-2009, whereas the suit has been filed on 16-06-2015. As per **Article 54 of the Limitation Act, 1963**, a suit for specific performance is required to be filed within **three years** from the date fixed for performance or, if no such date is fixed, from the date when the plaintiff has receive refusal. In the instant case, no specific time for performance has been mentioned in the alleged agreement, and the plaintiff has failed to prove any definite and continuous cause of action within limitation. The long and unexplained delay in filing the present suit casts doubt the plaintiff's claim, particularly when the plaintiff has failed to furnish any satisfactory explanation for such delay. This inaction on the part of the plaintiff reflects lack of diligence and undermines his assertion of continuous readiness and willingness to perform his part of the contract, thereby dis entitling him from the equitable relief of specific performance. In view of such circumstances, this suit filed by the plaintiff appears to be barred by limitation, and accordingly, this issue is also decided against the plaintiff.



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13. **Issue No. V** – *Whether the plaintiff is entitled to any other relief or reliefs as prayed for?*

In view of the findings recorded on the main issues, whereby the plaintiff has failed to establish a valid and enforceable agreement and is not entitled to the relief of specific performance, the present issue does not survive for consideration and it is held that the plaintiff is not entitled to any other relief.

CONCLUSION

14. In view of the above discussions the plaintiff to prove a valid and enforceable agreement as well as his readiness and willingness with cogent evidences, the plaintiff is not entitled to the relief as claim for. It is, therefore,

ORDERED

The suit and be the same is hereby dismissed with contest but without cost. Office is directed to prepare decree accordingly.

Pragya Mishra
19.03.2026
Pragya Mishra
Civil Judge (Jr. Div.)
Kahalgaon



Dated this 19th Day of March, 2026.

Certified that the judgment was corrected and pronounced in the open Court by me on this Dated this 19th Day of March, 2026.

Pragya Mishra
19.03.2026
Pragya Mishra
Civil Judge (Jr. Div.)
Kahalgaon



Dated this 19th Day of March, 2026.