

CS 29/26
SHAUKAT ALI Vs. FAZALUR REHMAN

14.03.2026

File taken up today in terms of notification dated 27.02.2026 of Hon'ble High Court of Delhi whereby 02.03.2026 was declared a holiday.

Present: Ld. Counsel for plaintiff with plaintiff.
Ld. Counsel for defendant with defendant.

Counsel for plaintiff submits that plaintiff shall appropriately amend his suit in view of the observations made in last order and shall also pay the deficient court fees by the end of today.

Let the needful be done.

Let summons be issued to the defendant alongwith notice of interim application.

Defendant enters appearance and accepts notice. Thus, formal issuance of summons is dispensed with. Paper book supplied.

Counsel for defendant, on instructions, submits that defendant is still willing to perform the agreement dated 24.06.2025 if plaintiff pays the balance amount of Rs. 61 lac. Statement of defendant in this regard recorded separately. In the said statement, defendant has claimed that he will be willing to perform the agreement even if the payment is made within 20 days from today.

When plaintiff was inquired about readiness and willingness to perform the agreement by paying the balance agreed amount of Rs. 61 lac, he claimed that he cannot pay money within 20 days and would require at least 2.5 months. A separate statement in this regard of plaintiff was also recorded.

Under Section 16 (c) of Specific Relief Act, 1963, person seeking the remedy of specific performance should always be ready

and willing to perform the agreement till decree. Considering the statement given by defendant in Court, 20 days time is granted to the plaintiff to deposit the balance sum of Rs. 61 lac in Court in the form of an FDR favouring the defendant's to demonstrate his readiness and willingness to perform the agreement in question i.e. Ex1.

List on 08.04.2026.

Aashish Gupta
DJ-01/NE/KKD/DELHI
14.03.2026