

CS 29/26
SHAUKAT ALI Vs. FAZALUR REHMAN

08.04.2026

(Proceedings conducted through hybrid mode).

Present: Ld. Counsel for plaintiff with plaintiff.
Ld. Counsel for defendant through V.C with defendant in person.

IA 1/26 (plaintiff's application U/O VI Rule 17 CPC)

1. Copy supplied. Arguments heard.
2. Plaintiff wants to amend valuation para 14 of the plaint in view of observations made in order dated 28.01.2026.
3. Application is not opposed by counsel for defendant.
4. Application is allowed.
5. Amended plaint filed with the application is taken on record.

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6. On 14.03.2026, following order was passed in this case:-

*"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."

7. A bare perusal of the above order would show that plaintiff was granted 20 days time to deposit the balance amount of Rs. 61 lac in Court to demonstrate his readiness and willingness to perform the agreement in question.
8. Till today, no money has been deposited and counsel for plaintiff, on instructions, submits that at this stage, plaintiff does not have funds to deposit the said money and he would require time to arrange money.
9. Thus, it is clear from the above that plaintiff has failed to demonstrate his readiness to perform the agreement Ex.1 as he does not have the funds to perform the said agreement. Thus, the basic requirement of Section 16 (c) of Specific Relief Act, 1963 has not been fulfilled by the plaintiff. Thus, there is no question of granting any decree of specific performance of agreement dated 24.06.2025 Ex.1 in favour of plaintiff or a consequential decree of permanent injunction.

10. Accordingly, the relief (a) and (b) sought by the plaintiff in the plaint cannot be granted to him. The said reliefs are accordingly declined.
11. Now the suit shall only survive qua relief (c) i.e. for the alternative relief of recovery of money.
12. Counsel for defendant, on instructions, submitted that he may be given time to file written statement to the amended plaint taken on record. Let the same be filed within 30 days from today with copy to the other side.
13. In view of the order passed today, IA 2/26 (for interim injunction) has become infructuous. It is disposed off accordingly.
14. Let a decree sheet for declining relief (a) and (b) be drawn.
15. List for further proceedings on 14.07.2026.

Aashish Gupta
DJ-01/NE/KKD/DELHI
08.04.2026