



**IN THE COURT OF THE DISTRICT JUDGE, ALWAR (RAJASTHAN)**

**Presiding Officer : ANANT BHANDARI**

Civil Suit No. 11/2026 (45/2015)

**IN THE MATTER OF:**

1. Amrit Singh, son of Bayant Singh, aged 39 years, resident of Village Mubarikpur, Tehsil Ramgarh, District Alwar, Rajasthan.
2. Aashish, son of Kailash Chand, resident of Kasba Nogawan, Tehsil Ramgarh, District Alwar, Rajasthan.

**... PLAINTIFFS**

**VERSUS**

1. Gurudayal Singh, son of Thakar Singh, aged 80 years, r/o. Village Nasopur, now residing at Plot No. 119, Village Neem Ka Ganv, Tehsil Mawana, District Meerut, Uttar Pradesh.

**... DEFENDANT NO. 1**

2. Sub-Registrar, Ramgarh, District Alwar

**... DEFENDANT NO. 2**

**SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT OF SALE,  
EXECUTION OF REGISTERED SALE DEED, POSSESSION AND  
PERMANENT INJUNCTION**

**Present:**

**On behalf of Plaintiff: Mr. Ajay Mohan Mukhija, Advocate**

**On behalf of Defendant no. 1: Shri Uma Shanker Khandelwal, Advocate**

**Defendant no. 2 remained ex-parte during the proceedings.**

**DATE OF JUDGMENT – 16.04.2026**

**J U D G M E N T**

**1. FACTUAL MATRIX AS PLEADED BY THE PLAINTIFF:**

1.1. This suit has been filed by the Plaintiffs, Amrit Singh and Aashish, seeking specific performance of an agreement to sell dated 27.6.14 and for execution of a registered sale deed, delivery of possession of the suit property, and grant of permanent injunction restraining the Defendants from alienating, encumbering or otherwise creating any third-party interest in the suit property.



1.2. The suit property (hereinafter referred to as "the Disputed Property" or "the Suit Property") as mentioned in para 1 and 2 of the plaint is the 1/5 share of defendant no.1 in agriculture land situated at Village Sankhla, Tehsil Ramgarh, District Alwar, Rajasthan, bearing Khasra No. 26 (20 Ares), Khasra No. 39 (49 Ares), and Khasra No. 40 (82 Ares), totalling measuring 1.51 Hectares. As per plaintiff, the land was recorded in the revenue records in the name of Thakar Singh, (father of Defendant no. 1) as the Khatadari holder. Thakar Singh passed away on 12.2.2006. His legal heirs were Gurudayal Singh, Laddi Dai, Gurmeet Kaur, Swaran Kaur, and Maya Kaur. Defendant no. 1 Gurudayal inherited 1/5 share in the said property. However, at the time of the Agreement, the mutation of inheritance in respect of Thakar Singh's estate had not been recorded in the revenue records.

1.3. According to the Plaintiffs, on 27.6.2014, Defendant No. 1 Gurudayal Singh executed an Agreement to Sell in respect of his 1/5th share in the Suit Property which, in terms of area, works out to 0.3020 Hectares. The Agreement records the total agreed sale consideration at the rate of Rs. 8,00,000/- (Rupees Eight Lakhs) per bigha, thereby fixing the aggregate consideration for the Disputed Property at Rs. 9,60,000/- (Rupees Nine Lakhs and Sixty Thousand). The Plaintiffs further state that at the time of execution of the Agreement, the Defendant received an advance amount Rs. 50,000/- (Rupees Fifty Thousand) in cash and Rs. 50,000/- (Rupees Fifty Thousand) by way of cheque bearing No. 898655, drawn on Indian Overseas Bank, Mubarikpur Branch. The Agreement was stated to have been written on a stamp paper of Rs. 100/- and on one plain paper, attested by a Notary Public, with photographs of the Executant and the Purchasers affixed thereon.

The Agreement further records the conditions as follows: (i) the Defendant would execute a registered sale deed in favour of the Plaintiffs upon mutation of inheritance (Virasat Intkal) being duly recorded; (ii) all expenses of registration were to be borne by the Plaintiffs; (iii) after the inheritance mutation was recorded, the Defendant would notify the Plaintiffs; (iv) if the Defendant failed to execute the sale deed, the Plaintiffs would be entitled to sue for specific performance; and (v) possession of the Suit Property was to be delivered to the Plaintiffs after registration.

1.4. The Plaintiffs allege that after the execution of the Agreement, they repeatedly requested Defendant No. 1 to execute the registered sale deed. The Defendant kept evading and deferring compliance on the ground that the inheritance mutation was yet to be recorded. The Plaintiffs state that they remained ready and willing to perform their obligations. Through their advocate, Shri Ajay Mohan Mukhija, the Plaintiffs sent a registered legal notice dated 27.5.15 to Defendant No. 1, giving him 15 days to comply. The



Defendant neither replied to the notice nor came forward to execute the deed. The Plaintiffs then learnt that the mutation of inheritance (Intkal No. 105) in respect of Thakar Singh's estate had been recorded in the Jamabandi with effect from 2.6.15. Thereafter, on 26.7.15, Defendant No. 1 balantly refused to execute the registered sale deed and threatened to transfer the property to third parties. Being left with no alternative, the Plaintiffs filed the present suit.

## **2. DEFENCE SET UP BY DEFENDANT NO. 1:**

2.1. Defendant No. 1, Gurudayal Singh, has denied the Plaintiffs' case in its entirety. He has asserted that he never executed any agreement to sell with the Plaintiffs. It was further pleaded that no advance was received by him in cash or by cheque. That the Agreement is a forged and fabricated document. He never affixed his photograph on any such document, never signed the same before a Notary, and never executed any agreement. The Defendant has further asserted that the Disputed Property is ancestral land in which his two sons are co-sharers and have actual physical possession, and that therefore he had no right, authority or competence to sell the property unilaterally. The Defendant has also raised a legal challenge that the Agreement, being unregistered and not properly stamped, is inadmissible in evidence under the provisions of the Registration Act and the Stamp Act

## **3. ISSUES FRAMED:**

3.1 The Court framed the following issues for determination:

### **Issue No. 1:**

*Whether the Plaintiff is entitled to get the disputed property registered in his name by way of a registered sale deed in accordance with the Agreement dated 27.06.2014, as described in paragraph 2 of the plaint?*

*...Plaintiff*

### **Issue No. 2:**

*Whether the Agreement dated 27.06.2014 is forged and fabricated?*

*...Defendant No. 1*

### **Issue No. 3:**

*Whether the Agreement dated 27.06.2014, being unregistered and unstamped, is not admissible in evidence?*

*...Defendant No. 1*

### **Issue No. 4:**

*Relief?*



#### 4. EVIDENCE ADDUCED BY THE PARTIES

4.1 To discharge the burden of proof, the parties led extensive oral and documentary evidence.

4.2 **Plaintiff's Evidence:** The Plaintiff examined five witnesses. PW-1 Aashish (Plaintiff No. 2), son of Kailash Chand deposed that the suit property was recorded in the name of Thakar Singh (Defendant No. 1's father) as Khatedari, and that Thakar Singh died on 12.2.06, leaving five heirs. He stated that Defendant No. 1 Gurudayal Singh agreed to sell his 1/5th share (i.e., 0.3020 Hectares) to the Plaintiffs via an Agreement to Sell dated 27.06.2014, at the rate of Rs. 8,00,000/- per bigha, for a total of Rs. 9,60,000/-. At the time of execution, Defendant No. 1 received Rs. 50,000/- in cash and Rs. 50,000/- by way of cheque No. 898655 from Indian Overseas Bank, Mubarikpur Branch. The Agreement was written on a Rs. 100/- stamp paper, photographs were affixed, and it was duly attested by a Notary Public. He stated that Defendant No. 1 agreed to execute the registered sale deed after the inheritance mutation was recorded and also agreed to deliver possession; however, despite repeated requests, he kept evading. The Plaintiffs sent a registered legal notice dated 27.05.2015 through their advocate, which went unanswered. The Plaintiffs later learnt that the inheritance mutation had been sanctioned on 2.06.2015. Defendant No. 1 refused to execute the sale deed on 26.07.2015 and also threatened to transfer the property to third parties. The Plaintiffs are ready and willing to pay the balance amount and seek specific performance.

In cross-examination conducted by the defence, PW-1 Aashish made several significant concessions. He admitted that the inherited property had not been mutated in the revenue records in favour of Defendant No. 1 at the time the Agreement was executed. He admitted that Exhibit P-2 (bank statement) show payment in the name one "Gurudas" and not in the name of Gurudayal Singh. He has also stated that he was having arrangement to make the payment balance amount of 8,60,000/-. He was having the arrangement of balance amount in cash and not in bank.

PW-2 - Deepak, s/o Madanlal appeared as the general attorney of Plaintiff No. 1 Amrit Singh, appointed under a Power of Attorney dated 24.08.2020. In his affidavit-in-chief corroborated the case set out by PW-1. In cross-examination, PW-2 stated that he was present at the time of execution of the Agreement. He admitted that he was not aware whether Amrit Singh had sufficient balance in his bank account to pay Rs. 8,60,000/- at the time the suit was filed. He admitted having seen Amrit Singh's bank statement (Ex-2). He



admitted that on 27.06.2014, Amrit Singh's account did not have sufficient funds.

PW-3 - Trilok Chand, is a stamp vendor by profession. In his chief examination he deposed that he sold a Rs. 100/- stamp paper no. 411 to Gurudayal Singh on 27.06.2014, which was meant for writing an Ikrarnama (Agreement to Sell). He deposed that on the said stamp paper, he made entries A to B in his own handwriting and C to D were signed by Gurudayal Singh. The stamp paper was sold on 27/6/14. In cross-examination, PW-3 stated he did not know Gurudayal Singh personally prior to that day.

PW-4 - Raghuvir Dayal Jain, a Notary Public, was examined. He deposed that Ikrarnama had already been written. He identified the Ikrarnama (Ex-6) and stated that his signatures appear at positions G to H on the document. He stated that he attested the document after the parties appeared before him. He denied the suggestion that Gurudayal has not come to him.  
PW-5 - Aman Singh described himself as an acquaintance and stated that he was present at the time the Agreement Ex-6 was executed and signed. He deposed that his signatures at positions I to J on Ex-6 are his own. He deposed that the amount of Rs. 50,000/- cash and Rs. 50,000/- by cheque were exchanged in the presence of the Notary Public.

**4.3 Defendant's Evidence:** Defendant No. 1 examined one witness. DW-1 Gurudayal Singh, gave evidence as the sole witness for the defence. DW-1 deposed that the suit agricultural land (Khasra Nos. 26, 39, 40- total 1.51 Hectares) situated at Village Sankhla, Tehsil Ramgarh is the Khatedari land of his late father Thakar Singh. He confirmed that his father died on 12.02.2006 and that there are five legal heirs. He admitted that the Intkal (mutation) of his share has not been recorded in the revenue records. He categorically denied that he had agreed to sell his 1/5th share to the Plaintiffs. He denied that he executed any Ikrarnama with the Plaintiffs on 27.06.2014. He denied receiving Rs. 50,000/- in cash. He denied that he received cheque No. 896655 from Indian Overseas Bank, Mubarikpur. He denied that he ever executed any Ikrarnama on a Rs. 100/- stamp paper and one plain paper. He denied affixing his photograph on any such document. He denied signing any receipt. He denied that the document was attested by a Notary Public in his presence. He denied that the Notary stamped and attested the document. He averred that the Plaintiffs had fabricated and manufactured the Ikrarnama and the receipt. He stated that as the property is ancestral, his two sons are co-sharers and are in actual possession. He stated that the Plaintiffs have no right to sell. He denied all allegations and reiterated that the Ikrarnama is forged.



In cross-examination, DW-1 admitted certain facts which are important to note. He admitted that the suit property (Khasra 26, 39, 40) is situated at Village Sankhla, which is his father's land. He admitted his father died on 12.06.2006. He admitted that there is a 1/5th share for him in that land. He admitted that there are five siblings. He admitted that he had not got the Intkal of his 1/5th share recorded in the revenue records. He stated that he cannot see clearly with his eyes. He admitted that Exhibit P-6 bears his photograph, but denied knowing Amrit Singh or Aashish. He denied their photographs on the document. He stated that there are no signatures at positions C to D on Ex-6. He further stated that on each of Exhibits P-1 through P-7, A to B are not his signatures. He admitted that his bank account is at State Bank but denied that the amount mentioned on Ex-6 regarding the cheque was received in his account. He denied executing the Ikrarnama at Rs. 8 lakh per bigha. He denied receiving Rs. 50,000/- in cash. He denied receiving the cheque. He denied that the Ikrarnama dated 27.06.2014 was notarially attested. He confirmed that he did not file any police complaint regarding the alleged forgery. The cross-examination of DW-1 confirmed that on the date the agreement, the name of Defendant No. 1 (Gurudayal Singh) was not entered in the revenue records.

## **5. FINDINGS AND REASONING:**

5.1 I have heard arguments advanced by the counsels for the Plaintiff and Defendant No. 1, and have meticulously perused the pleadings, oral testimonies, and the documentary evidence on record. The findings on the issues framed are discussed at length as follows.

### **ISSUE NO. 1 and 2:**

5.2 Issue No. 1 regarding the right of the the plaintiffs as to whether the Plaintiffs are entitled to a registered sale deed in terms of the Agreement dated 27.06.2014. Issue No. 2 pertains to the question whether the Agreement is forged and fabricated. These issues are closely interrelated because the right to specific performance (Issue No. 1) depends upon the validity of the Agreement (which is challenged by Issue No. 2), and the Plaintiffs' readiness and willingness (which is an integral part of Issue No. 1). I shall address both issues together.

#### **A. On the Execution and Genuineness of the Agreement (Issue No. 2)**

5.3 The Defendant has vigorously and consistently denied execution of the Agreement. He has denied that his photograph is on Ex-6, denied that he signed the document, denied that he appeared before the Notary, and denied receiving any cash or cheque. He categorises Ex-6 as a forgery and concocted by the Plaintiffs.



5.4 On the other hand, the Plaintiffs have examined PW-3 (stamp vendor Trilok Chand), PW-4 (Notary Public Raghuvir Dayal Jain), and PW-5 (Aman Singh, a witness to the Agreement) in corroboration of the execution of the Agreement. The stamp vendor PW-3 deposed that he sold a Rs. 100/- stamp paper to Gurudayal Singh on 27.06.2014. The Notary PW-4 deposed that the Agreement was attested by him. PW-5, an independent witness, deposed that he was present during the execution and witnessed the payment.

5.5 The cross-examination of these witnesses did raise certain doubts. PW-4 (Notary) admitted that he did not record the notarial entry with the registration number specifically on the stamp document itself. PW-5 admitted that at the time the Agreement was written, Gurudayal Singh's name was not in the Jamabandi (revenue records), and that he did not know Gurudayal Singh personally before that occasion.

5.6 The DW-1 (Gurudayal Singh) in cross-examination admitted that his photograph appears on Ex-6. He also admitted that the suit property is his ancestral land. However, he denied that his signatures at positions A to B are his own.

5.7 Having considered the totality of the evidence, I am inclined to hold that there is sufficient evidence to indicate that Ex-6 was executed with the involvement of Gurudayal Singh. The Notary, an independent public official, has identified the document and the signatures; the stamp vendor has identified the stamp paper; and a witness (PW-5) has deposed to the transaction. The admission by DW-1 that his photograph appears on Ex-6 is itself a concession of significance. However, this Court does not propose to rest its decision entirely on Issue No. 2 alone, for even if the Agreement was proved to have been executed, the plaintiff needs to establish his readiness and willingness which is hereafter decided under issue no. 1.

5.8 My finding on Issue No. 2 is, therefore, that the Agreement (Ex-6) was in all probability executed by Defendant No. 1, and the allegation of forgery has not been conclusively established by the Defendant No. 1. Issue No. 2 is decided against the Defendant.

**B. On the Question of Readiness and Willingness (Issue No. 1)**

5.9 Notwithstanding my finding on Issue No. 2 (i.e., that execution is proved), the Plaintiffs must still surmount the mandatory hurdle of Section 16(c) of the Specific Relief Act, 1963.

5.10 The pleading of readiness and willingness in the plaint is, by itself, of no legal consequence. As the Supreme Court has consistently held that readiness and willingness must be proved by substantive and credible evidence. The Plaintiffs' own bank statement (Ex-2), produced by them before



this Court, is a self-destructing and conclusive piece of evidence that demolishes their case on readiness and willingness.

5.11 The entire edifice of the Plaintiffs' case is built on the assertion that at the time of the Agreement, they paid Rs. 1,00,000/- as advance (Rs. 50,000 in cash + Rs. 50,000 by cheque), and that they have always been ready and willing to pay the balance of Rs. 8,60,000/-.

5.12 The Plaintiffs have failed to produce any evidence of their financial capacity to pay the substantial balance of Rs. 8,60,000/-. The total agreed consideration was Rs. 9,60,000/-. An amount of Rs. 1,00,000/- in advance was paid, the balance remaining was Rs. 8,60,000/-. A Plaintiff seeking specific performance of a sale contract must demonstrate that he was at all relevant times capable of paying this amount. The bank statement (Ex-2) covers the period from 4.2.2014 to 01.08.2015 which is the entire relevant period i.e. from the date of execution of agreement till the filing of suit. It and shows that the Plaintiff's account never had a balance anywhere near Rs. 8,60,000/-. The highest balance in the account was Rs. 1,01,211/- (after the Rs. 1,00,000/- credit on 26.03.2015), and even that amount was withdrawn within one week (03.04.2015). The account balance at the time of filing the suit (04.08.2015) was only Rs. 1,323/-.

5.13 The Plaintiffs have not produced any income tax returns (ITRs) to establish their annual income or financial status. They have not produced any salary slips, fixed deposit receipts, property documents showing their other assets, or any other document to demonstrate that they had the financial capacity and means to pay Rs. 8,60,000/-. The burden was on the Plaintiffs. They have failed to discharge it. This is a crushing and irreparable failure. PW-2 Deepak, the general attorney of Plaintiff No. 1, who deposed on his behalf, specifically admitted in cross-examination that on 27.06.2014, Amrit Singh's bank account did not have sufficient funds. This is an admission by the Plaintiff's own witness. PW1 Aashish has state that he was having arrangement in cash to pay the balance amount, but he has failed to brought on record any document to show that he was holding the balance amount in case. He has not produced any income tax return or any other document to show that be was holding an amount of Rs. 8,60,000/- in cash. The overall conduct of the Plaintiffs also does not inspire confidence. The Agreement was dated 27.06.2014. The legal notice was sent on 27.05.2015, almost a year later. The suit was filed on 05.08.2015. During this entire period of over a year, the Plaintiffs did not demonstrate their readiness by any concrete act such as sending a bank draft along with the legal notice, or showing any bank receipts indicating the accumulation of funds. In law, the Plaintiff seeking specific performance must demonstrate continuous, genuine, and active readiness.



5.14 The Supreme Court has repeatedly and emphatically held that failure to prove readiness and willingness under Section 16(c) is fatal to the suit.

5.15 In **C.S.Venkatesh vs A.S.C.Murthy (D) By Lrs.** - AIR 2020 SUPREME COURT 930 has made the following observations:

*"14. The next question for consideration is in relation to compliance of Section 16(c) of the Act by the plaintiff. Though a question was raised before the trial court that there are no pleadings as regards the plaintiff's readiness and willingness to perform the contract, the trial court has rightly held that there is sufficient compliance of Section 16(c) of the Act to the extent of pleadings. Therefore, the question to be considered is whether the plaintiff was ready and willing to perform his part of the contract.*

*15. The words 'ready and willing' imply that the plaintiff was prepared to carry out those parts of the contract to their logical end so far as they depend upon his performance. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of performance. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of contract, the court must take into consideration the conduct of the plaintiff prior, and subsequent to the filing of the suit along with other attending circumstances. The amount which he has to pay the defendant must be of necessity to be proved to be available. Right from the date of the execution of the contract till the date of decree, he must prove that he is ready and willing to perform his part of the contract. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready to perform his contract."*

5.16 The Hon'ble Supreme Court of India in **His Holiness Acharya Swami Ganesh Dassji v. Sita Ram Thapar [(1996) 4 SCC 526]** has observed as under:

*"There is a distinction between readiness to perform the contract and willingness to perform the contract. By readiness may be meant the capacity of the plaintiff to perform the contract which includes his financial position to pay the purchase price. For contract, the conduct has to be properly scrutinised. There is no documentary proof that the plaintiff had ever funds to pay the balance of consideration. Assuming that he had the funds, he has to prove his willingness to perform his part of the contract. According to the terms of the agreement, the plaintiff was to supply the draft sale deed to the defendant within 7 days of the execution of the agreement, i.e., by 27.2.1975. The draft sale*



*deed was not returned after being duly approved by the petitioner. The factum of readiness and willingness to perform plaintiff's part of the party and the attending circumstances. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of the contract. The facts of this case would amply demonstrate that the petitioner/plaintiff was no ready no capacity to perform his part of the contract as he had no financial capacity to payt the consideration in cash as contracted and intended to bit for the time which disentitles him as time is the essence of the contract." {Emphasis supplied}*

5.17 Furthermore, in the landmark decision of N.P. Thirugnanam v. Dr. R. Jagan Mohan Rao [(1995) 5 SCC 115], the Apex Court observed that:

*"It is settled law that remedy for specific performance is an equitable remedy and is in the discretion of the court, which discretion requires to be exercised according to settled principles of law and not arbitrarily as adumbrated under s.20 of the Specific Relief Act 1963 (for short, 'the Act'). Under s.20, the court is not bound to grant the relief just because there was valid agreement of sale. Section 16(c) of the Act envisages that plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit alongwith other attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till date of the decree he must prove that he is ready and has always been willing to perform his part of the contract. As stated, the factum of his readiness and willingness to perform his part of the contract is to be adjudged with reference to the conduct of the party and the attending circumstances. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of contract." {Emphasis supplied}*



5.18 The Hon'ble Supreme Court in **Shenbagam v. K.K. Rathinavel** [2022(1) CJ (Civ.) (SC)], while reversing a decree of specific performance, has held as under:

*"31. The "readiness" of the respondent to perform his obligations refers to whether he was financially capable of paying the balance consideration. Both the trial court and the first appellate court have observed that the respondent was ready to pay the balance consideration as (i) he was paying income tax since 1988 and (ii) his bank passbooks indicate that he had sufficient funds. The payment of income tax by itself does not show that the respondent had sufficient resources to pay for the suit property. Moreover, the bank passbooks submitted in evidence by the respondent were for accounts opened on 11 March 1992 and 22 July 1994, that is, after the expiry of the period written in the contract. The first appellate court despite noting this, has chosen to hold that the respondent was ready and willing to perform the agreement. The respondent however did not lead any evidence to indicate that in the year 1990 he had the money to pay the balance consideration. The first appellate court shifted the burden on the appellants to prove that the respondent-plaintiff was incapable of paying the balance consideration. It is an established principle of law that the plaintiff must prove that he is ready and willing to perform the contract. The burden lies on the plaintiff. The respondent has not led any evidence that he was ready or willing to perform his obligations under the agreement. "*

5.19 Similarly, in **Ritu Saxena v. J.S. Grover [(2019) 9 SCC 132]**, the Supreme Court make following observation in para 15 of its judgment:

*"Independent of such loan, there is mere statement that appellant and her husband have income of Rs.80 lakhs per annum unsupported by any documentary evidence. Such statement will be in the nature of ipsi dixit of the appellant and/or her husband and is without any corroborating evidence. Such self-serving statements without any proof of financial resources cannot be relied upon to return a finding that the appellant was ready and willing to perform her part of the contract. The appellant has not produced any income tax record or the bank statement in support of her plea of financial capacity so as to be ready and willing to perform the contract. Therefore, mere fact that the bank has assessed the financial capacity of the appellant while granting loan earlier in respect of another property is not sufficient to discharge of proof of financial capacity in the facts of the present case to hold that the appellant was ready and willing to perform her part of the contract. Such is the finding recorded by both the courts below as well. "*



5.20 The present case the Plaintiff's witnesses have not only failed to prove readiness and willingness by their testimony but also it is the Plaintiff's own bank statement, produced by the Plaintiff himself as a documentary exhibit (Ex-2), that conclusively disproves readiness.

5.21 Plaintiffs has not been able to prove that they does had sufficient funds through out the period of agreement and were not able to account for the source amd means of the payment of balance amount by income tax returns or any other proof of financial capacity. The account statement (Ex-2) of Plaintiff no. 1 shows a balance of Rs. 1,323/- at the time of the presentation of suit. Thus, plaintiffs have not proved readiness and willingness within the meaning of Section 16(c) of the Specific Relief Act, 1963. Therefore, plaintiffs cannot be granted the equitable and discretionary relief of specific performance.

5.23 I, therefore, find and hold that the Plaintiffs have failed to prove that they were always ready and willing to perform their part of the contract. The bar of Section 16(c) applies squarely and in full force. Issue No. 1 is decided against the Plaintiffs and in favour of Defendant no. 1.

**C. Issue No. 3 - On the Admissibility of the Agreement**

5.24 Issue No. 3 raises the question of whether the Agreement, being unregistered and not properly stamped, is inadmissible in evidence.

5.25 During the trial the document was got sufficiently stamped by the plaintiffs and was admitted in evidence.

5.26 The settled legal position is that an agreement to sell in respect of immovable property does not require compulsory registration under Section 17 of the Registration Act, 1908. An agreement to sell merely creates a personal obligation to sell and does not by itself create any right in the property.

5.27 Issue No. 3 is therefore decided against Defendant no. 1 and in favour of Plaintiffs.

**D. Relief : Issue No. 4**

5.28 Having decided Issues Nos. 1 against the Plaintiffs, the question of relief (Issue No. 4) falls to be considered. Since the principal prayer for specific performance fails, the ancillary prayers for possession and permanent injunction also fail along with it.

**O R D E R**

6. In view of the foregoing, it is hereby ordered as under:



Civil Suit No. 11/2026 (45/2015)  
Amrit Singh & ors. vs. Gurudayal Singh & ors.  
DATE OF JUDGMENT – 16.04.2026

(1) The suit filed by the Plaintiffs, Amrit Singh and Aashish, against Defendant No. 1 Gurudayal Singh and Defendant No. 2, for specific performance of the Agreement dated 27.06.2014, execution of a registered sale deed, delivery of possession and permanent injunction, is hereby DISMISSED.

(2) The parties shall bear their own costs.

Decree sheet be drawn up accordingly.

**ANANT BHANDARI**  
**District Judge, Alwar**

Pronounced in Open Court today on this 16th day of April, 2026.

**ANANT BHANDARI**  
**District Judge, Alwar**