

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.....OF 2025  
(Arising out of SLP(C) No.8340 of 2025)

SARASWATHAMMA ... APPELLANT (S)

VERSUS

S.M. KUMAR ... RESPONDENT (S)

O R D E R

Leave granted.

2. Appellant challenges the judgment and order dated 24.09.2024 in RSA No.1276 of 2015 passed by the High Court of Karnataka at Bengaluru, titled *Smt. Saraswathamma vs. Sri S.M. Kumar.*

3. On 29<sup>th</sup> January, 2024 parties to the *lis* entered into an Agreement for the sale of demised premises. As against the total sale consideration of Rs.10,00,000/- (Ten lakhs Only), almost 90% of the sale consideration stood paid to the vendor by the vendee. Reluctance on the part of the vendor to have the transaction

completed, the vendee issued notices calling upon the vendor to complete the transaction, which were replied by the vendor, refuting the claims set out by the vendee in the letter. Resultantly, on 07.04.2010 the vendee filed a suit seeking specific performance of the Agreement. The Trial Court while answering the issues so framed dismissed the suit in the following terms:-

"The suit of the plaintiff for the relief of specific performance is dismissed.

However, the plaintiff is entitled for return of earnest money of Rs.9 lakhs from the defendant along with interest of the rate of 24% po.from 29.1.2004 till the date of payment. Draw Decree accordingly..."

4. However, in the plaintiff's appeal the First Appellate Court while answering the points for consideration so framed, set aside the findings of fact returned against the plaintiff, and decreed the suit in toto in the following terms:-

"...Suit is decreed for Specific Performance of Contract with costs.

The defendant is directed to execute registered sale deed in respect of suit schedule property i.e., in respect of 5 acres of suit land on receiving balance

consideration of Rs.50,000/- each within 2 months from the date of this decree. Failing which plaintiff at liberty to get the sale deed executed through court commissioner..."

The question of limitation was squarely dealt with by observing that the parties to the Agreement, had mutually agreed in extending the date of execution of sale and as such the suit preferred in the year 2010 in relation to the Agreement dated 09.06.2003 was well within the period of limitation. It further stood clarified that the plaintiff's claim was restricted only to that part of the property of which the plaintiff was possessing the land as its owner.

5. Aggrieved thereof, the defendant preferred an appeal under Section 100 of Cr.P.C. before the High Court. The High Court while concurring with the findings of fact returned by the First Appellate Court dismissed the defendant's appeal holding the plaintiff entitled for a decree for specific performance.

6. Having heard learned counsel for the parties as also after perusing the records, we are of the considered view that the courts below have concurrently

held the plaintiff to have expressed his readiness and willingness as also capacity to pay the balance sale consideration. The parties to the *lis* had even gone to the extent of buying a stamp paper for executing the sale deed.

7. Defendant's plea that the Agreement being perpetuated by fraud stands repelled based on the complete and proper appreciation of evidence on record.

8. In this view of the matter, we find no merit in the appeal which is dismissed.

9. We direct the defendant to execute the sale deed within a period of two months from today.

10. At this stage we may observe that on 08.08.2025, when the matter was listed, the Court passed the following order:-

"1. Learned senior counsel appearing for the petitioner submits that the petitioner is ready and willing to return the principal amount along with the rate of interest which the Court may deem fit to be reasonable. This submission is without prejudice to the rights and contentions of the parties.

2. Let the learned counsel for the respondent take instruction.

3. List on 18.08.2025."

11. Taking a holistic view and more particularly the prolonged litigation, in the attending facts, we direct the plaintiff to pay a further sum, equivalent to interest @12% p.a., payable w.e.f. 29.01.2004 till the date of registration. This would be in addition to the payment of the balance sale consideration to be paid to the defendant. The payments shall be made simultaneously during the process of execution of the sale deed. However, should the defendant not come forward in either accepting the amount or executing the sale deed, it shall be open for the plaintiff to deposit such sum before the Trial Court and have the sale deed executed through the process of court.

12. Pending application(s) if any shall stand disposed of.

.....J.  
(SANJAY KAROL)

.....J.  
(PRASHANT KUMAR MISHRA)

NEW DELHI;  
AUGUST 18, 2025