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C.A.No. 5394 OF 1998  
.UP 10 2; Draft, smtst; -n -PA4 -dFX-NORMAL -y -e; dumbp  
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ITEM NO. 107                      COURT NO. 6                      SECTION IVA

SUPREME COURT OF INDIA  
RECORD OF PROCEEDINGS

CIVIL APPEAL NO. 5394 OF 1998@@  
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Krishnaji S. Patil and Ors.                      ... Appellant (s)

Vs.

Shridhar and Ors.                      ... Respondent (s)

( With office report )

Date: 21-08-2001      This/These matter(s) was/were called  
on for hearing today.

CORAM :  
HON'BLE MR. JUSTICE V.N. KHARE  
HON'BLE MR. JUSTICE B.N. AGRAWAL

For appellant (s)  
No. 1                      Mr. RC Pandey, adv.  
  
Nos. 2 & 3                      Mr. Sanjay K. Visen,adv. for  
   Mr. AS Bhasme, adv.  
  
For respondent (s)  
Nos. 1 & 2                      Mr. S.K. Kulkarni,adv.  
   Mr. KH Nobin Singh, adv.  
   Mr. M. Gireesh Kumar,adv. for  
   Ms. Sangeeta Kumar,adv.

UPON hearing counsel, the Court made the following  
O R D E R

.....L.....I.....T.....T.....T.....T.....T.....T.....J.  
.SP2

The appeal is allowed. There shall be no order  
as to costs.

.SP1  
  
(Neelam Kawatra)    (S.Krishnan)  
Court Master    Court Master

Signed order is placed on the file.

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 5394 OF 1998

Krishanji Shrinivas Patil and others

..

Appellant (s)

-vs-

Shridhar @ Shashikant & others

..

Respondent (s)

O R D E R

The sole question that arises in this appeal is whether a suit for specific performance of an agreement to sell brought within the period of limitation can be dismissed on the ground that it suffered from laches. In the present case, the respondents entered into an agreement for sale of the land. However, it appears that despite notices and publication in the newspaper, the defendants avoided to execute the sale deed. Under such circumstances, the plaintiff-appellants brought a suit for specific performance of agreement for sale on the last date of limitation. The trial court found that the plaintiff-appellants were always and are ready and willing to perform their part of the contract and, therefore, decreed the suit. However, the first appellate court, on an appeal filed by the defendant-respondents, set aside the decree of the trial court on the ground that since the plaintiffs did not file the suit earlier, therefore, the relief of specific performance cannot be granted. Consequently, the appeal was allowed. In the second appeal, the High Court without framing any substantial question of law, dismissed the appeal. It is against the said judgment, the plaintiff-appellants have preferred this appeal.

Learned counsel appearing for the appellants urged that merely because the suit was laid on the last date of limitation, it cannot be said that there was delay or laches on the part of the plaintiff-appellants to file the suit and the view taken by the High Court is erroneous. Learned counsel for the respondents supported the view taken by the High Court. All the courts have found the agreement is genuine. All the three courts have further found that the suit was laid within the period of limitation. No other default on the part of the plaintiff was found for which discretionary relief of specific performance of the agreement could be refused. Merely because the plaintiff filed the suit on the last day of limitation was not sufficient ground to refuse the relief to the plaintiff. We are, therefore, of the view that the view taken by the High Court was erroneous.

For the aforesaid reasons, this appeal deserves to be allowed. The judgment under challenge is set aside. The appeal is allowed. There shall be no order as to costs.

& & & & & & & ..J.  
(V. N. Khare)

& & & & & & & ..J.  
(B. N. Agrawal)

New Delhi;  
21 August, 2001

