
20th SHANKARRAO KANITKAR MOOT COURT COMPETITION, 2026

10th January, 2026

BEFORE THE HON'BLE SUPREME COURT OF INDIA

In the matter of
CIVIL APPEAL NO. 54 OF 2011

Rajesh Kumar Sharma and ors

....Appellants

v.

Vikram Singh Patel and ors

....Respondents

UNDER ARTICLE 133 OF THE CONSTITUTION

MEMORANDUM on BEHALF of the RESPONDENT

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LIST OF ABBREVIATIONS

AIR	All India Reporter
Art.	Article
ATS	Agreement to Sell
Hon'ble	Honourable
KLT	Kerala Law Times
NOC	No Objection Certificate
No.	Number
Ors.	Others
SC	Supreme Court
SCC	Supreme Court Cases
SCR	Supreme Court Reports
TP Act	Transfer of Property Act, 1882
v.	Versus

INDEX OF AUTHORITIES

STATUTES

1. The Transfer of Property Act, 1882
2. The Limitation Act, 1963
3. The Indian Contract Act, 1872
4. The Specific Relief Act, 1963
5. The Registration Act, 1908

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7. T.R. Desai, Commentary on the Limitation Act (11th Edition, 2023)

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1. Ram Niwas v. Bano, (2000) 6 SCC 685
2. R.K. Mohammad Ubaidullah & ors v. Hajee C. Abdul Wahab, (2000) 6 SCC 40
3. Jagan Nath v. Jagadish Rai (1998) 5 SCC 573
4. Jawahar Lal Wadhwa v. Haripada Chakroborty, (1989) 1 SCC 76
5. State of Kerala v. Cochin Chemical Refineries Ltd., (1968) 3 SCR 556
6. Satyabrata Ghose v. Mugneeram Bangur & Co., (1954) SCR 310
7. Sukhbir Singh v. Brij Pal Singh, (1997) 2 SCC 200
8. Nirmala Anand v. Advent Corporation Pvt. Ltd., (2002) 8 SCC 146
9. Kapilaben v. Ashoka Kumar Jayantilal Sheth, (2020) 20 SCC 648
10. Chairman, State Bank of India v. M.J. James, (2022) 2 SCC 241
11. Nagubai Ammal v. B. Sharma Rao, (1956) SCR 451
12. R. Rajagopal Reddy v. Padmini Chandrasekharan, (1995) 3 SCC 542
13. Surinder Singh v. Kapoor Singh, (2005) 5 SCC 142
14. Mohammed Ghouse v. State of Andhra Pradesh, (1957) SCR 414
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20. Randhir singh Chondolk v. Vipin Bansal, (2006) 135 DLT 56
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21. Sashannah Chetti v. Ramasami Chetti, (1868) 4 MHC 7
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25. Ameeri Developers Pvt. Ltd. V. Bhurlal (2004) AIHC 2358
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26. Sughar Singh v. Hari Singh (2021) SCC OnLine SC 975
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27. P. Daivasigamani v. S. Sambandan (2022) SCC OnLine SC 1391
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STATEMENT OF JURISDICTION

The current civil appeal is maintainable under the Article 133 of The Constitution of India

Article 133: Appellate jurisdiction of the Supreme Court in appeals from High Courts in regard to civil matters.

- (1) An appeal shall lie to the Supreme Court from any judgment, decree or final order in a civil proceeding of a High Court in the territory of India if the High Court certifies under article 134A—
 - a. that the case involves a substantial question of law of general importance; and
 - b. that in the opinion of the High Court the said question needs to be decided by the Supreme Court.
- (2) Notwithstanding anything in article 132, any party appealing to the Supreme Court under clause (1) may urge as one of the grounds in such appeal that a substantial question of law as to the interpretation of this Constitution has been wrongly decided.
- (3) Notwithstanding anything in this article, no appeal shall, unless Parliament by law otherwise provides, lie to the Supreme Court from the judgment, decree or final order of one Judge of a High Court.

STATEMENT OF FACTS

1. On **01st January 2004**, the Original Vendors entered into an **Agreement to Sell (ATS)** with the Respondents (Original Vendees) regarding the subject land, which comprises **180 acres**. The Respondents paid **substantial advance money** (earnest money) to the Vendors at this stage.
2. Subsequently, a legal dispute arose involving the property, marked as **Original Suit No. 18 of 2004**. On **14th December 2004**, the Court passed an **Order of Status Quo**, which legally restrained any alienation or transfer of the subject land, thereby impeding the performance of the ATS.
3. On **12th November 2006**, the Original Vendors served a **Notice of Termination** upon the Respondents. The Vendors cited two grounds for this termination:
 - a. The pendency of the litigation (Original Suit No. 18 of 2004).
 - b. The death of a co-owner, Smt. Padma Sharma.
4. The Respondents immediately challenged this termination by sending a **Reply dated 23rd November 2006**. In this reply, they refused to accept the termination and asserted their willingness to perform the contract. The Original Vendors received this reply but did not send a rejoinder, nor did they return the earnest money.
5. During the subsistence of the contract, the Respondents performed significant acts to clear the title and utility of the land, which were originally the duties of the Vendors. These acts included:
 - a. Obtaining **Forest Clearance**.
 - b. Obtaining the **Irrigation Department NOC**.
 - c. Resettling **six tenant families**.
6. The Original Vendors subsequently sold the subject land to the Appellants (Subsequent Purchasers). It is an admitted fact that the Appellants were explicitly informed of the prior ATS dated 01st January 2004 and were provided with a copy of the Notice of Termination dated 12th November 2006 before they purchased the property.
7. Following the disposal of the prior litigation (Original Suit No. 18 of 2004) , the Respondents instituted **Original Suit No. 54 of 2011** seeking Specific Performance of the contract. The Trial Court granted a refund of earnest money, but the High Court reversed this decree (implied by the appeal context), leading to the present **Civil Appeal No. 54 of 2011** before the Hon'ble Supreme Court.

ISSUES RAISED

- 1. Whether the Subsequent Purchasers/ Appellant were Bonafide purchasers of the subject land?**
- 2. Whether the revocation of agreement to sell by one party by serving notice valid in law?**
- 3. Whether the Suit for specific performance of Contract is maintainable and is not barred by limitation?**
- 4. Whether the unregistered agreement to sell can be enforced in the light of the present circumstances of the case?**
- 5. Whether in the light of the facts the Respondents are entitled to specific performance of contract and whether ATS can be enforced?**

SUMMARY OF ARGUMENTS**1. Whether the Subsequent Purchasers/ Appellant were Bonafide purchasers of the subject land?**

It is humbly submitted that the Appellants are not bona fide purchasers for value without notice under Section 19(b) of the Specific Relief Act, 1963, as they admittedly possessed actual notice of the prior Agreement to Sell dated 01st January 2004 and the Termination Notice dated 12th November 2006. By proceeding with the purchase despite knowledge of the prior interest, they acted with "eyes wide open". Furthermore, their failure to inquire with the Respondents regarding the validity of the termination amounts to wilful abstention and constructive notice, as a prudent buyer is duty-bound to verify the subsistence of a contract rather than relying solely on the Vendor's assurance.

2. Whether the revocation of agreement to sell by one party by serving notice valid in law?

It is humbly submitted that the unilateral termination of the Agreement to Sell via the Notice dated 12th November 2006 is invalid in law, as it constituted an anticipatory breach under Section 39 of the Indian Contract Act, 1872, which the Respondents explicitly refused to accept, thereby keeping the contract subsisting. The grounds cited for termination are legally untenable because the "Status Quo" order merely suspended performance without frustrating the contract under Section 56, and the death of a co-owner does not discharge proprietary obligations, which devolve upon legal heirs under Section 37. Furthermore, the Vendors' failure to rejoin to the Respondents' reply and their retention of the earnest money constitutes acquiescence and waiver, barring them from claiming the contract was dissolved.

3. Whether the Suit for specific performance of Contract is maintainable and is not barred by limitation?

It is humbly submitted that the suit is not barred by limitation as the cause of action remained in suspended during the subsistence of the "Status Quo" order dated 14th December 2004, which rendered performance legally impossible. Under Section 15(1) of the Limitation Act, the period of this injunction must be excluded, effectively shifting the "date fixed for performance" to the date the impediment was removed. Furthermore, the 2006 Termination Notice was ineffective to trigger limitation because a refusal to perform

an act prohibited by court order is a legal nullity, and the Vendors' subsequent silence implied an extension of time until the resolution of the prior litigation.

4. Whether the unregistered agreement to sell can be enforced in the light of the present circumstances of the case?

It is humbly submitted that the Agreement to Sell is admissible and enforceable despite non-registration, by virtue of the **Proviso to Section 49 of the Registration Act, 1908**, which expressly allows unregistered documents to be received as evidence of a contract in a suit for specific performance. Furthermore, under Section 54 of the Transfer of Property Act, the agreement merely created a right to obtain another document and did not itself create an interest in the property, thereby distinguishing it from a conveyance requiring mandatory registration. Finally, the restrictions of Section 17(1A) of the Registration Act do not apply as the Respondents are not seeking to protect possession under the doctrine of Part Performance (Section 53A) but are seeking strict enforcement of the contract.

5. Whether in the light of the facts the Respondents are entitled to specific performance of contract and whether ATS can be enforced?

It is humbly submitted that the Respondents are entitled to specific performance as a mandatory statutory right under **Section 10** of the Specific Relief Act, 1963, which commands that contracts "shall be enforced" barring specific statutory exceptions. The Respondents have fully discharged their burden under **Section 16(c)** by proving financial readiness and demonstrating willingness through proactive conduct, such as obtaining regulatory clearances and resettling tenants. Furthermore, the contract is enforceable as it does not suffer from any infirmities under **Section 14**; it is neither "determinable in nature" nor does it involve continuous duties or substituted performance. Therefore, the Court is statutorily bound to grant the decree.

WRITTEN PLEADINGS**1. WHETHER THE SUBSEQUENT PURCHASER/APPELLANT ARE BONAFIDE PURCHASERS OF THE SUBJECT LAND?**

¶1. It is humbly submitted before this Hon'ble Court that the Subsequent Purchasers are **not** bona fide purchasers for value without notice. This contention is supported by the following grounds, (i) *Existence of Actual Notice of the Prior Agreement*; and (ii) *Constructive Notice and Wilful Abstention from Inquiry*.

1.1 Existence of Actual Notice of the Prior Agreement

¶2. It is submitted that, "notice" under Section 3 of the Transfer of Property Act, 1882, includes both actual knowledge and knowledge that a party would have acquired had they made proper inquiries. In the instant case, the Hon'ble High Court correctly observed that the Subsequent Purchasers were explicitly informed of the Agreement to Sell (ATS) dated 01st January 2004 and were provided with a copy of the Notice of Termination dated 12th November 2006.

¶3. It is submitted that, knowledge of the "Termination of an Agreement" inevitably constitutes knowledge of the "Existence of said ATS". A person is said to have notice of a fact when he actually knows that fact, or when, but for wilful abstention from an inquiry or search which he ought to have made, or gross negligence, he would have known it¹. Hence, Appellants' admission of seeing the Termination Notice confirms they had actual knowledge of the prior transaction

¶4. It is submitted that, the Appellants proceeded with the purchase with "eyes wide open," fully aware that the Respondents had a prior interest in the suit property, and such purchase property with knowledge of a prior dispute or claim cannot be considered a transferee in good faith.

1.2 Constructive Notice and Wilful Abstention from Inquiry

¶5. It is submitted that, the doctrine of constructive notice presumes that a prudent purchaser would make necessary investigations into the title of the property. It is the duty of the subsequent purchaser to inquire from the original vendee whether the

¹ Ram Niwas v. Bano, (2000) 6 SCC 685

agreement was still subsisting or not². Simply relying on the statement of the vendor that the agreement was cancelled is not sufficient to discharge the burden of being a bona fide purchaser.

¶6. It is submitted that, the burden of proof lies on the subsequent purchaser to prove he made inquiries to ascertain if the agreement had ended³, failing to do so, establishes that the purchase of the subject land was not made in complete good faith. The failure to inquire after having knowledge of the ATS amounts to **Wilful Abstention**.

¶7. Hence, it can be held that if the Appellants had acted with the diligence of a "reasonable man," they would have discovered the **Reply dated 23rd November 2006**, which kept the contract alive. Their failure to inquire fixes them with constructive notice of the subsistence of the ATS. Therefore, they are not bona fide purchasers without notice.

² R.K. Mohammed Ubaidullah & Ors. v. Hajee C. Abdul Wahab & Ors. (2000) 6 SCC 402

³ Jagan Nath v. Jagdish Rai (1998) 5 SCC 573

2. WHETHER THE REVOCATION OF AGREEMENT TO SELL BY ONE PARTY BY SERVING NOTICE VALID IN LAW?

¶8. It is humbly submitted before this Hon'ble Court that the revocation of the Agreement to Sell (ATS) dated 01st January 2004 by the Original Vendors, via the Notice of Termination dated 12th November 2006, is **invalid** in the eyes of law. A concluded contract concerning immovable property cannot be unilaterally terminated by one party without just cause or the consent of the other. The same is contended on the grounds that (i) *unilateral termination does not amount to dissolution*; (ii) *grounds for termination are legally untenable*; and (iii) *failure to carry termination to its logical end*.

2.1 Unilateral Termination does not amount to Dissolution

¶9. It is submitted that, the "Notice of Termination" dated 12th November 2006 issued by the Original Vendors was essentially an act of **Anticipatory Breach** under **Section 39 of the Indian Contract Act, 1872**, as such contracts cannot be terminated unilaterally by one party unless the contract expressly provides for such a power, or the other party accepts the termination.

¶10. The Hon'ble Supreme court held that, when a party commits an anticipatory breach of the contract, the other party may choose to keep the contract alive till the time for performance and claim specific performance⁴. The Respondents explicitly exercised this choice by their Reply dated 23rd November 2006. They refused to accept the termination and called upon the Vendors to perform.

2.2 The Grounds for Termination are Legally Untenable

¶11. It is submitted that, the reasons cited in the Notice of Termination are, (i) the pendency of litigation and (ii) the death of Smt. Padma Sharma are legally insufficient to discharge the Original Vendors from their contractual obligations.

¶12. It is submitted that, The Appellants contend that the **Status Quo order** passed in Original Suit No. 18 of 2004 rendered the performance impossible, thereby frustrating the contract under **Section 56 of the Indian Contract Act, 1872**. Although, the doctrine of frustration cannot be availed of by a party to the contract if the delay was within the

⁴ Jawahar Lal Wadhwa v. Haripada Chakroberty (1989) 1 SCC 76; also see, State of Kerala v. Cochin Chemical Refineries Ltd. (1968) 3 SCR 556

contemplation of the parties or if the impossibility is merely temporary.⁵

¶13. The Hon'ble Supreme Court held that a temporary injunction or status quo order restraining the sale of property does not extinguish the agreement to sell. It merely keeps the execution in abeyance. Once the injunction is vacated, the limitation and the obligation to perform revive. Therefore, the Original Vendors cannot treat the "Status Quo order" as a permanent termination of their duties⁶.

¶14. It is submitted that, the death of Smt. Padma Sharma is equally untenable. Under **Section 37 of the Indian Contract Act, 1872**, promises bind the legal representatives of the promisor unless a contrary intention appears from the contract.

¶15. The Hon'ble Supreme Court held that legal heirs are duty-bound to honor the agreements entered into by their predecessors. The Court held that legal representatives cannot escape the liability of specific performance merely by citing the death of the original vendor⁷.

2.3 Failure to Carry Termination to its Logical End

¶16. It is submitted that, the Respondents immediately challenged the termination notice via a Reply dated 23rd November 2006. The Original Vendors received this reply and then they did not send a rejoinder, nor did they return the earnest money that was received from the Respondent.

¶17. The Hon'ble Supreme Court held that if a party, having a right to object or take action, stands by and permits the other party to believe that the status quo is acceptable, they are deemed to have acquiesced to the situation. Silence, where there is a duty to speak or act, amounts to acquiescence⁸.

¶18. It is submitted that, the vendor is not permitted to **Approbate and Reprobate**⁹, where the respondent has kept hold of the fruit of the contract, and also denied to fulfil the obligation, that was laid upon him. Wherein, the Respondent, kept hold of the earnest money while also denying the obligations on their part.

⁵ Satyabrata Ghose v. Mugneeram Bangur & Co. (1954) SCR 310

⁶ Sukhbir Singh v. Brij Pal Singh (1997) 2 SCC 200; also see, Nirmala Anand v. Advent Corporation Pvt. Ltd. (2002) 8 SCC 146

⁷ Kapilaben v. Ashok Kumar Jayantilal Sheth (2020) 20 SCC 648

⁸ Chairman, State Bank of India v. M.J. James (2022) 2 SCC 241

⁹ Nagubai Ammal v. B. Shama Rao (1956) SCR 451

3. WHETHER THE SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT IS MAINTAINABLE AND IS NOT BARRED BY LIMITATION?

¶19. It is humbly submitted before this Hon'ble Court that the Original Suit No. 54 of 2011 instituted by the Respondents is **maintainable** and **within the period of limitation**. The Trial Court correctly held that the limitation period commenced only after the disposal of the prior litigation (Original Suit No. 18 of 2004).

3.1 Suspension of Performance due to Court Order

¶20. It is submitted that the limitation period for filing the present suit did not run during the period when the Order of Status Quo dated 14th December 2004 was in force. The performance of the Agreement to Sell (ATS) was legally impeded by this judicial order, which restrained any alienation or transfer of the subject land. Moreover, Section 15(1) of the Limitation Act explicitly provides for the exclusion of time in computing the period of limitation where the institution of a suit has been stayed by an injunction or order.

¶21. The Hon'ble Supreme Court held that if a suit for specific performance is filed after the vacation of an injunction that prohibited the sale, the suit is not time-barred. The limitation period is effectively "frozen" during the subsistence of the injunction.¹⁰ Hence, when a court order prevents a party from performing their part of the contract, the period during which such an order is in force must be excluded.

3.2 Ineffectiveness of the 2006 Termination Notice

¶22. It is submitted that, a "refusal" under Article 54 Part II must be a refusal to perform an act that is *legally capable* of being performed at that time. A refusal to execute a sale deed when a court order (Status Quo) strictly prohibits such execution is a legal nullity.

¶23. The Hon'ble Supreme Court held that Silence or conduct of the parties can imply an extension of time. If the plaintiff waits for the defendant to clear his title or settle litigation, and the defendant does not object, the limitation period is extended¹¹. Hence, the "date fixed for performance" can be extended by the conduct of parties. If parties impliedly agree to postpone performance until a legal dispute is resolved, the limitation period does not run during that interim period.

¹⁰ R. Rajagopal Reddy v. Padmini Chandrasekharan (1995) 3 SCC 542; also see, Surinder Singh v. Kapoor Singh (2005) 5 SCC 142, Mohammed Ghose v. State of Andhra Pradesh (1957) SCR 414, Union of India v. West Coast Paper Mills Ltd. (2004) 3 SCC 458, K.S. Vidyanadam v. Vairavan (1997) 3 SCC 1, *Panchanan Dhara v. Monmatha Nath Maity* (2006) 5 SCC 340

¹¹ S. Brahmanand v. K.R. Muthugopal, (2005) 12 SCC 764

4. WHETHER THE UNREGISTERED AGREEMENT TO SELL CAN BE ENFORCED IN THE LIGHT OF THE PRESENT CIRCUMSTANCES OF THE CASE?

¶24. It is humbly submitted before this Hon'ble Court that the Agreement to Sell (ATS) dated 01st January 2004 is enforceable, notwithstanding the fact that it is unregistered. The non-registration of the ATS in the present case does not impact enforceability of the ATS. The grounds for such contention are (i) ATS is a valid contract as per section 10 of The Contract Act (ii) Section 49 of the registration act; and (iii) Inapplicability of Section 17(1A) of the Registration Act;

4.1 ATS is a Valid Contract as per Section 10 of The Indian Contract

¶25. It is submitted that the ATS satisfies all the essential ingredients of a valid contract of section 10 of Indian Contract Act, making it a valid contract, and mere non-registration does not render the underlying contractual obligations void. It is submitted that both the Original Vendors and the Respondents were legally competent to contract at the time of execution.

¶26. The Hon'ble Supreme Court held, wherein it was established that a contract voluntarily executed by competent parties creates binding legal obligations that cannot be lightly set aside on technical grounds. The execution of the ATS was a conscious act by the Vendors, creating a binding nexus¹².

¶27. It is submitted that the consideration for the ATS, which is Rs. 45,00,000/- and the object being the sale of agricultural land are wholly lawful. The Hon'ble Court held that, an agreement to sell immovable property is a lawful contract. The Court observed that even if a document is unregistered, it remains a valid contract for the purpose of a suit, provided the consideration is lawful¹³.

¶28. It is submitted that, the ATS fulfills all the requirement of a valid contract provided in the section 10 of the Indian contract act, which are (i) Competency; (ii) Consideration; (iii) Consent; and (iv) Object. The procedural requirement of registration under a separate statute cannot extinguish the substantive validity of the contract under the Indian Contract Act

¹² Kapil Prasad Tiwari v. Raja Sahib Prahlad Sen, (1869) 2 BLR PC 11

¹³ Randhir Singh Chandolk v. Vipin Bansal, (2006) 135 DLT 56; also see, Sashannah Chetti v. Ramasami Chetti, (1868) 4 MHC 7

4.2 Proviso of the Section 49 of the Registration Act, 1908

¶29. It is submitted that, the Proviso to Section 49 explicitly states that an unregistered document affecting immovable property *may be received as evidence of a contract in a suit for specific performance* under Chapter II of the Specific Relief Act, 1963. Moreover, the interpretation of the statute from the eyes of the legislative intent makes it clear that, strict procedural laws regarding registration should not be used to defeat substantive rights to enforce a contract.

¶30. The Hon'ble Supreme Court held that the main provision in Section 49 provides that any document which is required to be registered, if not registered, shall not affect any immovable property. But the proviso to the said section carves out an exception which permits such a document to be received as evidence of a contract in a suit for specific performance¹⁴.

Inapplicability of section 17(1A) of the Registration Act, 1908

¶31. The Hon'ble Supreme Court held that, Section 17(1A) of the Registration act, 1908 only declares that such an unregistered document shall not have any effect for the purposes of Section 53A of the TP Act. It does not say that such a document cannot be received as evidence in a trial¹⁵. Hence the restriction in Section 17(1A) is confined *only* to the claim of part performance. It does not impinge upon the right to sue for specific performance.

¶32. It is submitted that, the bar under Section 17(1A) is a specific disability preventing the use of unregistered documents to claim "Part Performance." It does not eclipse the Proviso to Section 49, which expressly permits such documents to be used as evidence in a trial. Thus, the ATS is fully admissible.

¹⁴ S. Kaladevi v. V.R. Somasundaram (2010) 5 SCC 401

¹⁵ Dinesh Kumar v. Yusuf Ali (2010) 12 SCC 740; also see, Sanjeev (D) through LRs. v. Kajal (2024) SCC OnLine SC 665, Ameeri Developers Pvt. Ltd. v. Bhurlal (2004) AIHC 2358

5. WHETHER IN THE LIGHT OF THE FACTS THE RESPONDENTS ARE ENTITLED TO SPECIFIC PERFORMANCE OF CONTRACT AND WHETHER THE ATS CAN BE ENFORCED?

¶33. It is humbly submitted before this Hon'ble Court that the Respondents are entitled to a decree of Specific Performance as a matter of statutory right. The provisions of the **Specific Relief Act, 1963**, mandates the enforcement of the Agreement to Sell (ATS) dated 01st January 2004. Hence, the Respondents are entitled to specific performance of contract and the ATS is enforceable.

5.1 The Statutory Mandate as per section 10 of the Specific Relief Act, 1963

¶34. It is submitted that, the Section 10 of the Specific Relief Act, 1963 states, "The specific performance of a contract shall be enforced by the court subject to the provisions contained in sub-section (2) of section 11, section 14 and section 16". It is a settled principle of statutory interpretation that when a procedural or remedial statute uses the word "shall," it must be construed as mandatory, leaving no room for judicial discretion.

¶35. The Hon'ble Supreme Court held that, Once the execution of the agreement to sell and the payment of advance substantial money is admitted and the plaintiff is ready and willing to perform his part of the contract, there is no reason to deny the decree of specific performance¹⁶. Hence, the "fruit of the contract" cannot be denied to the plaintiff merely because the defendant offers to return the money. The statute prioritizes the performance of the promise over the payment of compensation.

¶36. It is submitted that, the statutory scheme establishes Specific Performance as the **General Rule**, with refusal being permitted *only* under the strictly defined exceptions of **Section 11(2)**, **Section 14**, and **Section 16**. Furthermore, it is submitted that, the present case does not fall under any such exceptions.

5.2 Satisfaction of Readiness and Willingness

¶37. It is submitted that, **Section 16(c)** of the Specific Relief Act, 1963, provides bar to relief only against a plaintiff who fails to prove that he has performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him. The Respondents have successfully discharged this burden of proof by demonstrating willingness through substantial acts.

¶38. It is submitted that, "Willingness" is inferred from the conduct of the party¹⁷. The

¹⁶ Sughar Singh v. Hari Singh (2021) SCC OnLine SC 975

¹⁷ P. Daivasigamani v. S. Sambandan (2022) SCC OnLine SC 1391

Respondents went beyond the ordinary duties of a buyer to obtain the necessary permissions including (i) *obtaining the forest clearance*; (ii) *obtaining irrigation department NOC*; and (iii) *Resettling six family tenants*. The Hon'ble Supreme Court held that, where a plaintiff performs acts in furtherance of the contract, it is strong evidence of their willingness to conclude the deal¹⁸.

5.3 Statutory Bars under Section 14 of the Specific Relief act, 1963

¶39. It is submitted that, the ATS does not suffer from the bars given in the exhaustive list of section 14 of the Specific Relief Act, 1963. The bars provided in the section 14 are (i) *where one party obtains substituted performance of contract*; (ii) *when the performance includes continuous duty which the court cannot supervise*; (iii) *when the qualification is not as per requirement*; and (iv) *when the contract is determinable*. The ATS does not fall under any of the bars of section 14.

¶40. It is submitted that, the Section 14(a) bars specific performance where the party "has obtained substituted performance of the contract" in accordance with Section 20, to prevent double benefit. The Respondents have **not** sought or obtained substituted performance. They have consistently sought the specific land in question. Therefore, the bar under Section 14(a) does not arise.

¶41. It is submitted that, An Agreement to Sell immovable property is not determinable in nature¹⁹. A contract is said to be "determinable in its nature" only if it contains a clause allowing a party to terminate it at will or without cause. It creates a binding obligation to convey title once conditions are met. A wrongful termination by one party does not make the contract "determinable". Hence, Specific relief is not barred by the Section 14(d) of the Specific Performance Act, 1963.

¹⁸ Kalawati v. Rakesh Kumar (2018) 3 SCC 658

¹⁹ T.O. Abraham v. Jose Thomas (2018) 1 KLT 179

PRAYER

Therefore, in the light of the questions raised, arguments advanced, and authorities cited, it is most humbly prayed and implored before the Hon'ble Court that:

- a. Dismiss the Appeal filed by the Appellants (Subsequent Purchasers and Original Vendors), as it is devoid of any merit and substance.
- b. Uphold and Affirm the Judgment passed by the Hon'ble High Court of Himachal Pradesh, which set aside the Trial Court's judgment and provided for the suit for specific performance in favor of the Respondents.
- c. That the Defendants be specifically ordered to perform the Agreement to Sell dated 01 January 2004 and execute all instruments and take all steps necessary to put the Plaintiffs in full possession and enjoyment of the suit property as owners thereof, with all rights of ownership, after receiving the balance consideration from the Plaintiffs;
- d. That in the event the Defendants fail or refuse to execute and register the sale deed in favour of the Plaintiffs, such acts be got done through a Court Commissioner appointed by this court at the cost of the Defendants.
- e. Costs of the suit and such other reliefs as this court deems just, proper, and equitable in the circumstances of the case

And/or

Pass any such order, direction, or relief that this Hon'ble court may deem fit and appropriate in the interests of justice, equity and good conscience.

All of which is humbly prayed

Place:

Date: 30/12/2025

TC/2604

Counsels on behalf of the Respondent.