Specific Relief Act 1963, S. 16 – 'readiness' – Balance consideration – The buyer did not lead any evidence to indicate that during the period the contract was to be executed, he had the money to pay the balance consideration – Finding of the lower courts based on the factum that he was paying income tax before the contract and his bank passbooks indicate that he had sufficient funds – Payment of income tax by itself does not show that the buyer had sufficient resources to pay for the suit property – Moreover, the bank passbooks submitted in evidence by the buyer were for accounts opened after the expiry of the period written in the contract – Wrongly held that the buyer was ready and willing to perform the agreement – Buyer did not lead any evidence to indicate that during the period the contract was to be executed he had the money to pay the balance consideration.

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