



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

[PRINT / DOWNLOAD PDF](#)

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.

**read [HERE \(2022-1\)205 PLR 335 \(SC\), 2022 SCeJ 0137](#)**

Tags: [Readiness](#), [Readiness and Willingness](#), [Specific relief - Financial capacity](#), [Specific Relief Act S. 16](#)