

**Suit for specific performance of the contract - Readiness and Willingness -**  
Trial Court held the issue of readiness in favour of the plaintiff - However, refused to pass the decree for specific performance of the **contract** on the ground that the plaintiff was not willing to purchase the property with tenants - As per the case of the original plaintiff, the defendant was required to evict the tenants and hand over the physical and vacant possession at the time of execution of the sale deed on payment of full sale consideration - Suit notice issued by the plaintiff, called upon the defendant to evict the tenants and thereafter execute the sale deed on payment of full consideration from the plaintiff - Even when we consider the pleadings and the averments in the plaint, it appears that the plaintiff was never willing to get the sale deed executed with tenants and/or as it is - It was the insistence on the part of the plaintiff to deliver the vacant possession after evicting the tenants - There were no pleadings in the plaint that he is ready and willing to purchase the property and get the sale deed executed of the property with tenants and the specific pleadings were to hand over the peaceful and vacant possession after getting the tenants evicted and to execute the sale deed - Trial Court rightly held the issue of willingness against the plaintiff.

*Held*, The plaintiff was never ready and willing to purchase the property and/or get the sale deed executed of the property with tenants. It was for the first time before the High Court in the affidavit filed before the High Court and subsequently when the learned Trial Court held the issue of willingness against the plaintiff, the plaintiff came out with a case that he is ready and willing to purchase the property with tenants. For the purpose of passing the decree for specific performance, the plaintiff has to prove both the readiness and willingness. Therefore, once it is found on appreciation of evidence that there was no willingness on the part of the plaintiff, the plaintiff is not entitled to the decree for specific performance. Therefore, in the present case, the learned Trial Court was justified in refusing to pass the decree for specific performance.

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