

Specific Relief Act, 1963 (47 of 1963) Section 16(2) – Requires the plaintiff to prove that he has always been ready and willing to perform the essential terms of the contract which are required to be performed by him – Explanation to clause (c) of the Specific Relief Act, 1963, clearly provides that it is not essential for the plaintiff to actually tender to the defendant or to deposit in court any amount except when so directed by the Court.

Specific Relief Act, 1963 (47 of 1963) – Non grant of permission to transfer the property – Expression “due to any reason” in the clause which reads as “due to any reason, if the permission is not issued in 90 days after the scheme letter then without mutual extension by the parties, the contract shall automatically stand cancelled.” – Such clause cannot be read in a manner to give undue advantage to the proposed vendor – If the permission has not been granted due to the fault of the proposed vendor himself, then he cannot be allowed to capitalize upon or take the benefit of such a default on his own part – Such an expression would only mean that if due to any reason beyond the control of the vendor, the permission to transfer the property is not granted, then the agreement will be cancelled – If any other meaning is assigned to the given expression, it will lead to a narrow construction giving unfair advantage to the proposed vendor which is against the object of the Specific Relief Act, 1963.

2022 PLRonline 1355

M/S DABRIWALA STEEL AND ENGINEERING COMPANY LIMITED v. M/S. SAKET STEELS LIMITED, (2022-1)205 PLR 502