

Specific Relief Act 1963, S. 16 – Conduct of buyer – Throughout the sale transaction – Merely averring that he was waiting with the balance consideration and believed that the appellants would clear the encumbrance is insufficient to prove that the respondent-plaintiff was willing to perform his obligations under the contract – Buyer has failed to provide any documents or communication which would indicate that he called upon the appellants to perform their obligations or discharge the mortgage within the time period stipulated in the contract – Even after the expiry of the six months, the buyer did not reach out to the appellants – It is only in response to the appellants' legal notice that the buyer demanded performance of their obligations – Merely stating that he was waiting with the balance consideration and believed that the appellants would clear the encumbrance is insufficient.

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