



SRA 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

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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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