
(1878) 08 AHC CK 0007

Allahabad High Court

Case No: None

Chotey Lal

APPELLANT

Vs

Ram Ghulam

RESPONDENT

Date of Decision: Aug. 22, 1878

Citation: (1880) ILR (All) 46

Hon'ble Judges: Robert Stuart, C.J; Oldfield, J

Bench: Division Bench

Final Decision: Dismissed

Judgement

Robert Stuart, C.J.

The order of the Judge is right, and this appeal must be dismissed. The sections of the Registration Act relied on by the Munsif are merely permissive, and do not exclude such a suit as the present for the enforcement of the contract of sale, which includes the obligation to register the deed. The appeal is dismissed with costs.

Oldfield, J.

2. This is a suit for the specific performance of a sale-contract by completion of the deed and its registration and delivery to plaintiff and possession of the property.

3. The pleas in special appeal fail, as there is nothing in the Registration Act to bar a suit of this kind, or to prevent a Civil Court directing the defendant to register the deed. The deed was never properly presented to the Sub-Registrar, nor was there refusal to register on his part, which could bring into operation the provisions of chapter xii of the Registration Act, and give plaintiff his remedy by appeal for an order of refusal to register rather than by a suit; and supposing that it was in the power of plaintiff to have applied u/s 36 to the registering officer to summon the defendant in order that the deed might be registered, there is nothing in that circumstance which can prevent his remedy by a regular suit for the specific performance of the sale contract, including an order to the defendant to complete the same by registration.

4. The pleas fail, and the appeal is dismissed with costs. The plaintiff will have a decree directing that he pay into the lower Appellate Court Rs. 250, the balance of the purchase-money, if not already paid into the Court, within one week from the date of this decree, and thereupon the defendant shall execute a deed of sale of the property in suit, cause registration and delivery of the same, and put the plaintiff in possession of the property sold, and defendant shall then receive the balance of the purchase-money.