

Belgaum Gardeners Cooperative ... vs State Of Karnataka on 24 April, 1992

Equivalent citations: 1992(1)SCALE1054A, 1993SUPP(1)SCC96, AIRONLINE 1992 SC 234

Bench: Kuldip Singh, M. Fathima Beevi

Order

Lalit Mohan Sharma, J.

1. Special leave is granted.

2. This appeal arises out of a suit for specific performance of a contract (Ext.1) entered into by the vendor of the appellants and the respondent. The suit has been dismissed by the courts below on the finding that under the deed of sale (Ext.2) obtained by the appellants the right of specific performance of the aforesaid contract of sale was not conveyed. In the impugned judgment of the High Court the learned judge has observed that the recitals in the appellants' sale deed (Ext.2) do not indicate that the right of the appellants' vendor of re-conveyance of the property by the defendant was transferred.

A certified copy of the sale deed (Ext.2), which is in Hindi, has been produced before us and we have examined the document in its entirety and do not find ourselves in agreement with the view of the courts below. The operative portion of the sale deed clearly records that all rights and privileges in and concerning the suit property either in present or accruing in future as vesting in the appellants' vendor, were the subject matter of the sale and that the vendor retained no right of any kind whatsoever. We, therefore, hold that the right of re-conveyance under Ext.1 was transferred vide sale deed, Ext.2 and that being the position in law and on facts the appellants are entitled to the decree as prayed for. Accordingly, the impugned judgments of the courts below are set aside and the suit is decreed. The appeal is allowed, but in the circumstances, the parties are directed to bear their own costs throughout.