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C.A.No. 1068-1069 OF 2000

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ITEM NO. 101 P.H.

COURT NO. 4

SECTION IVA

SUPREME COURT OF INDIA  
RECORD OF PROCEEDINGS

CIVIL APPEAL NOS. 1068-1069 OF 2000@@  
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C. Moidu ... Appellant (s)

Vs.

K.M. Kuttibi and Ors. ... Respondent (s)

( With office report )

Date: 05-02-2002 This/These matter(s) was/were called  
on for hearing today.

CORAM :

HON'BLE MR. JUSTICE V.N. KHARE  
HON'BLE MR. JUSTICE ASHOK BHAN

For appellant (s) Mr. V R Reddy, Sr.Adv.  
Mr. P S Narasimha, Adv.  
for Mr. VG Pragasam, Adv.

For respondent (s)

UPON hearing counsel, the Court made the following  
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Mr. VR Reddy, learned senior counsel argued the  
matter from 10.35 a.m. to 11.15 a.m.

The civil appeals are dismissed. There shall be no  
order as to costs.

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(Alka Dudeja)  
Court Master

(S. Krishnan)  
Court Master

Signed order is placed on the file.

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IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NOS. 1068-1069 OF 2000@@  
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C. Moidu ... Appellant (s)

Vs.

K.M. Kuttibi and Ors. ... Respondent (s)

O R D E R@@  
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The appellant herein was the plaintiff in Suit No. 114 of 1978 for specific performance of an agreement for sale and for other reliefs. In the said suit initially the plaintiff relied upon a written agreement, but, subsequently, that plea was given up and an oral agreement was sought to be relied upon by an amendment of plaint after twelve years. The trial Court found that there was an oral agreement between the plaintiff and defendant No. 1 through defendant No. 2, who acted as an agent of defendant No. 1. Consequently, the suit was decreed. Aggrieved, the defendant preferred an appeal before the First Appellate Court and the same was dismissed. The matter was then carried to the High Court by means of a second appeal. The High Court partly allowed the appeal and partly dismissed the same. The High Court was of the view that since the plaintiff has failed to prove any oral authorisation given by defendant ...2/-

No. 1 in favour of defendant No. 2 to enter into an oral agreement with the plaintiff, the relief for specific performance could not be granted. However, since defendant No. 1 had admitted in respect of agreement of land to the extent of two cents, the decree to that extent was upheld. It is against the said judgment, the plaintiff has preferred these appeals.

We have heard learned senior counsel for the appellant and are of the view that the finding recorded by the Court below that no oral authorisation was given by defendant No. 1 in favour of defendant No. 2 to enter into an agreement for sale of the property with the plaintiff is a finding of fact. The said finding of fact has not been shown as perverse or suffer from any infirmity. We, therefore, do not find any merit in these appeals.

It fail and are, accordingly, dismissed. Since none appears on behalf of the respondents, there shall be no order as to costs.

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.....J.  
(V.N. KHARE)

.....J.  
(ASHOK BHAN)

NEW DELHI  
FEBRUARY 05, 2002.