

KATK800014892023



Govt. of Karnataka
Form No.9(Civil)
Title Sheet for
Judgment in Suits
(R.P.91)

**IN THE COURT OF SENIOR CIVIL JUDGE AND
J.M.F.C., AT SIRA.**

Dated this the 23rd day of November 2024

PRESENT

**SMT. GEETHANJALI G., B.A., LL.B.,
SENIOR CIVIL JUDGE AND J.M.F.C., SIRA.**

ORIGINAL SUIT No.243 OF 2023

Plaintiff: Raghu S.,
S/o H.Siddappa,
Aged about 43 years,
R/at No.5, Munihuchappanapalya,
Road, Dasanapura Hobli,
Bengaluru – North Taluk,
Bengaluru – 562123.
(By Sri. C.H.J., Advocate).

- versus -

Defendants: 1. Narasimhaiah E.,
S/o late Veerabhadraiah,
Aged about 53 years.
2. Kamalamma,
W/o Narasimhaiah E.,
Aged about 43 years.



3. Suhash H.N.,
S/o Narasimhaiah E.,
Aged about 23 years.
4. Darshini H.N.,
D/o Narasimhaiah E.,
Aged about 20 years.
All are R/o No.11,
6th Cross, Shivananda
Nagara, Mudalapalya,
Nagarabhavi,
Bengaluru North,
Bengaluru – 560073.
Now R/at No.245,
6th Cross, Railway Layout,
Ullal Main Road,
Near Mangalore College,
Bengaluru.
(D1 to 3 by Sri.R.K., Adv.,)

Date of Institution of the
suit : 12.09.2023

Nature of the suit : Suit for Specific
Performance of Contract

Date of commencement of
recording of evidence : 03.04.2024

Date on which the judgment
was pronounced : 23.11.2024

Duration of the suit : Year/s Month/s Day/s
01 02 11

(GEETHANJALI G.)
Sr. Civil Judge and JMFC, Sira.



J U D G M E N T

This is the suit for specific performance of contract and for such other reliefs.

2. The plaintiff's case in nut shell:

The suit schedule property originally belongs to one Rangamma W/o Veerabhadraiah on the basis of pavathivarasu the suit schedule property mutated in the name of the 1st defendant and the defendant being the absolute owner and in possession of the suit property and agreed to sell the same for the total sale consideration of Rs.6,35,000/- for their legal necessities and plaintiff has paid Rs.6,00,000/- as major portion of advance through cash of Rs.2,00,000/- on 25.06.2022 and Rs.2,00,000/- through cash on 02.07.2022 and through cash of Rs.2,00,000/- on 01.08.2022 and receipt the said advance amount before the witnesses and thereby executed an registered agreement of sale dated:01.08.2022 and agreed to execute the registered sale deed by receiving balance sale consideration by obtaining relevant documents within 3 months from the date of agreement of sale. Thereafter, in spite of repeated demand by the plaintiff the defendants turned up and not come forward to execute the



registered sale deed. Thereafter the plaintiff has got issued the legal notice on 31.10.2022 calling upon the defendants to execute the registered sale deed and they dodging the same for one or the other pretexts. The cause of action for the suit arose on the date of execution of sale agreement dated:01.08.2022 on the date of notice dated:31.10.2022. Therefore without any alternative they have filed the present suit for the relief as sought in the plaint.

3. In pursuance of suit summons the defendants did not appeared before the court and placed as exparte.

4. In order to prove the case of the plaintiff got himself examined as P.w.1 and also examined two more witnesses as P.w.2 and 3 and got marked 13 documents as Ex.P.1 to P.13.

5. Heard the arguments and perused the pleadings and evidence.

6. The points that would arise for consideration are as follows:



POINTS

1. Whether the plaintiff proves that defendants have executed the agreement to sale deed dated:01.08.2022, agreeing to sell the suit property for a total sale consideration amount of Rs.06,35,000/- and received advance amount of Rs.06,00,000/- and agreed to receive the balance amount of Rs.35,000/- at the time of registered sale deed?
2. Whether the plaintiff proves that he was always ready and willing to perform his part of contract?
3. Whether the plaintiff is entitled for the relief sought for in the plaint?
4. What Order or Decree?
7. My answers to the above points are as follows:

Point No.1 to 3 : In the Affirmative.

Point No.4 : As per final order
for the following:

REASONS

8. **Point No.1 to 3:-** These points are being interconnected, in order to avoid repetition of facts taken up for joint discussion.

It is the specific case of the plaintiff that, and the defendant being the absolute owner and in possession of



the suit property and agreed to sell the same for the total sale consideration of Rs.6,35,000/- for their legal necessities and plaintiff has paid Rs.6,00,000/- as major portion of advance through cash of Rs.2,00,000/- on 25.06.2022 and Rs.2,00,000/- through cash on 02.07.2022 and through cash on 01.08.2022 and receipt the said advance amount before the witnesses and thereby executed the registered agreement of sale dated:01.08.2022 and agreed to execute the registered sale deed by receiving balance sale consideration by obtaining relevant documents within 3 months from the date of agreement of sale.

9. Thereafter the defendant turned up and in spite of repeated demand to execute the registered sale deed he had not come forward to execute the same and in proof of the same plaintiff himself got examined as Pw.1 by way of filing affidavit in lieu of chief examination and in his chief examination he has reiterated the plaint averments and during his chief examination he got marked totally 13 documents as Ex.P.1 to P.13. Ex.P.1 is the registered sale agreement dated: 01.08.2022 which reflects that the defendant No.1 entered into sale agreement with respect to the suit property by agreeing to sell the same for a sale



consideration of Rs.6,35,000/-. Ex.P.1 also enlightened about receipt of the amount by the defendant by way of cash of Rs.2,00,000/- on 25.06.2022 and Rs.2,00,000/- through cash on 02.07.2022 and through cash of Rs.2,00,000/- on 01.08.2022. Ex.P.2 & 3 are the RTC extracts with respect to suit property which is standing in the name of the defendant No.1. Ex.P.4 is the postal receipt and Ex.P.5 is the legal notice and Ex.P.6 to 13 are the unserved registered notice. The plaintiff also examined two more witnesses as Pw.2 and 3 and P.w.2 and 3 being the attestors to the Ex.P.1 and they also affirmed the case of the plaintiff and the evidence of plaintiff remained unchallenged. Therefore there no reason to disbelieve the evidence of the plaintiff in proving his case. Further the defendants who were appeared before the court and not contest the same by filing written statement. Hence, I am satisfied and accordingly I answer the above points in the **Affirmative**.

10. POINT No.4:- For the above-discussed reasons, I proceed to pass the following:

ORDER

Suit of the plaintiff is hereby decreed
with costs.



The plaintiff is directed to deposit the Rs.35,000/- the balance sale consideration amount within one month from the date of judgment.

The defendants are directed to execute the registered sale deed in favour of the plaintiff within 3 months from the date of judgment and decree. In case of failure, the plaintiff is at a liberty to get registered the sale deed through the court officer.

Draw decree accordingly.

(Dictated to the stenographer, computerized transcript revised and then pronounced by me in the open court on this the 23rd day of November 2024).

(GEETHANJALI G.)

Senior Civil Judge and
J.M.F.C., Sira.

ANNEXURE

List of witnesses examined for the plaintiff/s:

P.W.1 – Raghu.
P.W.2 – D.R.Murthy
P.W.3 – B.M.C.Raju

List of documents marked for the plaintiff/s:

Ex.P1 - Registered sale agreement
Ex.P2 & 3 - RTC extracts
Ex.P.4 - Postal receipts



Ex.P.5 - Legal notice

Ex.P.6 to 13 – Unserved postal RPAD envelopes.

List of witnesses examined for the defendant/s:

-Nil-

List of documents marked for the defendant/s:

-Nil-

**Senior Civil Judge and
J.M.F.C., Sira.**