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Original Suit No.453/2023

IN THE COURT OF HON'BLE PRL. SR. CIVIL JUDGE
GOKAK, AT: GOKAK

BETWEEN:

1) Shri. Muneer S/o. Ahamed Kathib

...Plaintiff.

AND:

1) Smt. Imambi W/o. Babu @ Babulal Munyal

.....Defendant

**EXAMINATION IN CHIEF OF D.W.1 BY WAY
OF AFFIDAVIT**

HEREIN I Smt. Imambi W/o. Babalal @ Baburao Munyal,
Age: 65 year, Occ: Household & Agri, R/o: Koujalagi, Tq:
Gokak, Dist: Belagavi, today at Gokak, do hereby state and
solemn affirmation and make this affidavit is as under:-

1. I am defendant in this suit, I know the fact and
circumstances of this case. Hence I am competent to swear this
affidavit.

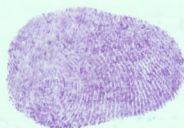
2. The plaintiff has filed this suit against me before this
Hon'ble court. Thereafter I have appeared through my counsel
and filed my written statement and amended written statement
before this Hon'ble court. The contents of written statement be
treated as part and parcel of this examination in chief.

NO OF CORRECTION

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Babalal Baburao
Munyal

3. The allegations made in para No.III(2) of plaint that "the defendant is the owner of agriculture landed property bearing R.S.No.88*/14 measuring 02Ac-00Gs, Asst at Rs.1.86ps situated within the limits of Koujalagi village, Tq: Gokak is not correct, as the property is joint family property of myself and my family members.

4. The allegations made in para No.III(3) of plaint that, I have put the above said 02Ac-00Gs of land for sale to meet out my family and legal necessity and for payment of other hand debts is denied by me. It is false to say that, Plaintiff who was interested to purchase the said property and I has approached the plaintiff along with elderly persons, after expressing the intention of purchase the property by the plaintiff with me, the talks were held between us and plaintiff in the presence of elderly persons, it is agreed that, the sale consideration is fixed for Rs.10,00,000/- and it was further agreed that, at the time of executing the agreement of sale an amount of Rs.9,50,000/- was paid to me and remaining amount of Rs.50,000/- will be paid at the time of executing the registered sale deed and also it was agreed that, plaintiff will be paid the balance amount within five months from the date of execution of registered agreement of sale and further agreed that, the possession of the said property will be handed over as on the date of registered sale deed etc.. are all false and same are denied by me.



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NO OF CORRECTION

5. The allegations made in para No.III(4) of plaint that, as per the talks on:30/12/2022 I had executed the registered agreement for sale in favour of plaintiff and on the same day defendant has received an amount of Rs.9,50,000/- as an advance earnest money from plaintiff before the attesting witnesses etc.. are all false and same are denied by me.

6. The allegations made in para No.III(5) of plaint that, plaintiff is ready and willing to perform his part of contract, plaintiff approached me with remaining consideration amount to be paid by him along with the elderly persons since so many occasions by orally and also by meeting of elderly persons etc.. but I had postponed on or other pretext and thereafter the plaintiff has so many time approached me with elderly persons and requested me to execute the registered sale deed in his favour as per the agreement of sale executed by me, and that but instead of performing her part of contract as promised by me and she did not come forward to execute the register sale deed by receiving the remaining consideration amount as agreed by me, for that also plaintiff has requested me, but I was not performed my part of contract etc.. are all false and same are denied by me.

7. The allegations made in para No.III(6) of plaint that, lastly on: 15/06/2023 plaintiff approached and requested me to execute the registered sale deed, but I again postponing the same without any reasonable grounds, therefore plaintiff



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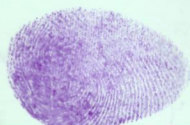
NO OF CORRECTION

compelled to issue legal notice through his counsel on:21/06/2023 calling upon me to execute the registered sale deed by receiving the balance consideration amount as per the agreement of sale deed Dt:30/12/2022 and said notice was duly served on me on:26/06/2023, but inspite of service of notice I was nor replied to the notice nor executed the registered sale deed, hence there is no efficacious remedy available to the present plaintiff except to approach this Hon'ble court and constrained to file the suit for specific performance of contract against me etc.. are all false and same are denied by me.

8. It is submitted that, I was/am not executed any agreement for sale, therefore the question of alleged readiness and willingness of plaintiff in performing his alleged part of contract would not arise.

9. The plaintiff has suppressed the real and material facts and by playing fraud upon me, got created illegal, void and unenforceable document styled as agreement for sale. The alleged document is illegal, got up, created by the present plaintiff in active collusion with scribe and witnesses.

10. It is submitted that, I have no any family and legal necessities to alienate or transfer the suit property as the suit property is my Stridhan property and my husband and children having share with me.



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11. I denied the entire plaint averments and submits that the alleged agreement of sale deed has been obtained by the plaintiff, forcefully and without any consideration amount.

12. The plaintiff being a gunda, brought some Gunds people to Koujalagi in two four wheeled vehicles and they were holding sticks, knife etc.. in their hands thereby gave threat to me to put my signature and alleged agreement of sale and thereby forcible dragged me and fuelled here in Bolero vehicle forcibly and thereby the plaintiff and other persons took her to a scribes office and the scribe gave the one typed documents in the hands of the plaintiff and told me to put my signature on that document. I asked the scribe to read over the contents of the document and explain me matter is written in that document. The scribe did not read over the contains of the documents and explained me anything but he told that to put the signature on the document, when I refused to put my thumb impression on the alleged document, the plaintiff and his henchmen forced me to put my thumb impression and alleged document, even them also I refused to put my thumb impression on the alleged document at that time the plaintiff and henchmen showed the knife and sticks to her and further they told that if you do not put thumb impression and the alleged document they will take my life and that they pulled my hand forcibly put my left hand thumb on the ink pad thereby they put thumb impression on the alleged documents.



13. Further after getting my thumb impression the plaintiff and his henchmen took me to the sub register office at Gokak and asked me to sit in front of sub register since the sub register will take my photo, however I did not agree to sit before the sub register and objected for taking my photo and at that time, also plaintiff and henchmen showed the knife and sticks standing behind my back. Therefore under threat the plaintiff to my thumb impression and alleged document and also before sub register Gokak and the sub register Gokak after taking my photo, again the sub register took my thumb impression on the documents prepared by him, therefore with no other alternative to safe guard and protect her my life put my thumb impression and alleged document.

14. After that the plaintiff and his henchmen again pulled me and brought out side of the office of Sub register and forced me to sit in a vehicle and took me to Koujalagi and dropped me at Koujalagi itself.

15. I having old age husband and who was out of Koujalagi and therefore even my husband did not know the execution of the alleged agreement for sale.

16. I having only one daughter who is given in marriage and she is residing in her husband's house and that I having one son who is studying in outside of Koujalagi, therefore there was no person at the time of taking me to Gokak.

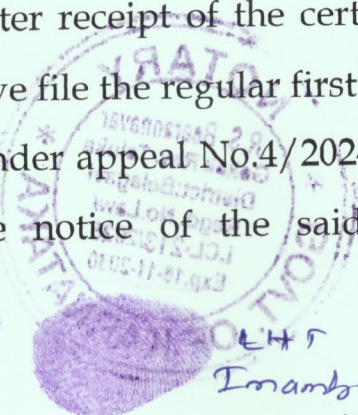


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17. When my husband returned to Koujalagi I told him regarding happening of the incident and thereby immediately my husband rushed to Gokak sub registrar office and filed application seeking certified copy of the alleged document. The office of the sub register Gokak supplying the certified copy of the alleged documents after some day. In the mean time the plaintiff had filed the present suit for specific performance of contract on:13/07/2023 before this Hon'ble court. The Hon'ble court pleased to registered the case sent the suit summons to me. The suit summons is served on me and I came to Gokak to engage the Advocate in the present suit. But the plaintiff henchmen and some gunda's also present in the court and they restrained me to engage the Advocate in the present suit. Even the plaintiff and his henchmen did not allow me to enter court hall and also nor allowed to talk with any other person. The Hon'ble court called out on the date of fixed for my appearance, the Hon'ble court took that I am absent and placed ex-parte Subsequently the Hon'ble court posted the present suit for the evidence of the plaintiff. The Hon'ble court recorded the evidence of the plaintiff and pronounced it is judgment.

18. After lapse of some days my husband came to Gokak court and applying for certified copy of the judgment passed in present suit. After receipt of the certified copy judgment and decree and I have file the regular first appeal before the District Judge Gokak under appeal No.4/2024 and it is renumbered as 8007/2024. The notice of the said appeal is sent to the



respondent Muneer Khatib and he appeared through the Advocate and matter was heard by Hon'ble District Judge Gokak and thereby has remanded the matter to this Hon'ble court by fresh disposal, giving an opportunity to me to file the written statement to produced the document to lead my evidence. Therefore on the basis of the order of the District court I had appear before the Hon'ble court and filing my written statement. Hence it is most humbly requested I may kindly be permitted to submit my written statement in the present suit in the interest of justice and equity.

19. I have produce all relevant documents before this Hon'ble court and same may kindly be mark and exhibited in my favour as Ex.D.1 to Ex.D._____. a a

It is for these amongst other grounds, it is most humbly prayed that, the suit of plaintiff may kindly be dismissed with cost, in the interest of justice of equity.

The contents of the affidavit paras are read over to me and explained to me in Kannada same are true and correct, to the best of my knowledge, information and belief.

Place: Gokak.

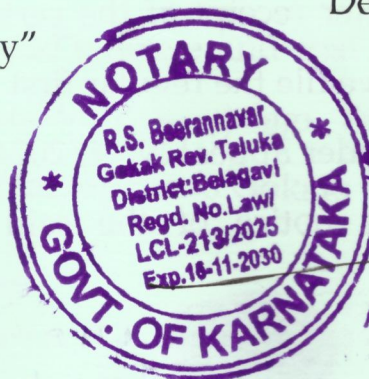
Date: 22-07-2026

"Drafted and Presented by"

Y. L. Duradundi
[Y. L. Duradundi]
Advocate - Gokak

Deponent

Imambi Babalav
Baburav
Munyal



Sworn to before me

R. S. BEERANNAVAR
B.Com., LL.B. (Spl.)
ADVOCATE & NOTARY, GOKAK.

22 JUL 2026

NO OF CORRECTION