

O.S. No.718/2025

**IN THE COURT OF THE HON'BLE 1st ADDL SENIOR CIVIL JUDGE
GOKAK, AT: GOKAK.**

BETWEEN:

1] Mallikarjun S/o Dundappa Badakundri,Plaintiff.

AND:

1] Mayawwa W/o Maruti Kochhargi,Defendants.
And others

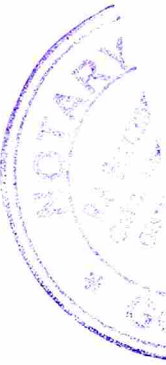
EXAMINATION-IN-CHIEF OF PW-1 BY WAY OF AFFIDAVIT

I, Mallikarjun S/o Dundappa Badakundri, Age: 45 years, Occu: Agriculture, R/o: Mallapur P.G., Ghataprabha, Tq: Gokak, do hereby state today at Gokak on solemn affirmation and make the following affidavit:

1. I am the plaintiff in the top-noted suit. I am well-acquainted with the facts and circumstances of this case, and hence I am swearing this affidavit.
2. I pray that the averments made in the plaint paragraphs may kindly be read and treated as a part and parcel of this examination-in-chief.
3. I submit that I am a resident of Mallapur P.G., Ghataprabha, residing there with my family. I am an agriculturist by profession. I own irrigated agricultural landed properties in our native village and grow commercial crops there. From my occupation, I have sufficient means of income.
4. I submit that Defendant No. 1 is the owner of the suit property, and accordingly, the name of Defendant No. 1 appears in the property extract. Defendant No. 2 is her husband, and Defendants No. 3 to 5 are the children of Defendant No. 1.
5. I further submit that, in order to clear their antecedent debts and meet their family's financial crises, the Defendants offered the suit property for sale in the month of July 2020. In pursuance of the same, I approached the Defendants. After negotiations, we, the parties to the

suit, agreed to complete the sale transaction for a total sale consideration of Rs. 5,50,000/- (Rupees Five Lakh Fifty Thousand Only). Out of the agreed sale consideration, I paid a total amount of Rs. 5,16,000/- (Rupees Five Lakh Sixteen Thousand Only) as advance sale consideration to the Defendants. The Defendants acknowledged receipt of the same and executed a registered agreement of sale without possession on 03.07.2020 before the Sub-Registrar, Gokak, recorded in Book 1, No. GKK-1-03259-2020-21, CD No. GKKD785 dated 03.07.2020. Even though only the name of Defendant No. 1 appeared in the property extract, all the Defendants executed the sale agreement and thereby acknowledged the transaction. The said agreement was duly signed by the Defendants in the presence of village elders and witnesses.

6. Hence, I submit that I am the prospective purchaser of the suit property. Since the date of the agreement of sale (03.07.2020), I have always been, and still am, ready and willing to perform my part of the contract, and I have kept the balance consideration amount of Rs. 34,000/- ready with me. I submit that as per the agreement of sale dated 03.07.2020, the Defendants were, and still are, under a legal obligation to execute a registered sale deed in my favour.
7. This being the real state of affairs, the Defendants in order to make a wrongful gain regarding the suit property, taking undue advantage of the fact that only Defendant No.1's name appears in the property extract, and intending to cause illegal loss to me hurriedly tried to alienate the suit property to strangers. I submit that when I learnt of these illegal acts of the Defendants, I immediately approached them along with village elders and attesting witnesses. I requested the Defendants to execute the registered sale deed in my favour and to act in accordance with the agreement of sale dated 03.07.2020, rather than trying to bypass a legally valid, registered agreement. On the contrary, the Defendants kept postponing the execution of the registered sale deed. I reiterate that the Defendants were, and still are, under a legal obligation to execute the registered sale deed in my favour. Moreover, I have been ready and willing to perform my part of the contract since the very date of the agreement of sale, i.e., 03.07.2020.
8. I submit that recently, on 09.09.2025, I, along with village elders and attesting witnesses, requested the Defendants to execute the registered sale deed for the suit property by accepting the remaining



execute the sale deed, actively tried to alienate the suit property to strangers, and started canvassing for its sale by bypassing the agreement of sale dated 03.07.2020. I thereby realized that the Defendants are not willing to perform their part of the contract, even though I have been completely ready to perform mine since the date of the agreement. Consequently, I was constrained to file this suit for specific performance of the contract.

9. I have produced the relevant documents and pray that they may kindly be marked as exhibits.

Therefore, it is most humbly prayed that the suit filed by me may kindly be decreed with costs as prayed, in the interest of justice and equity.

Hence, this examination-in-chief.

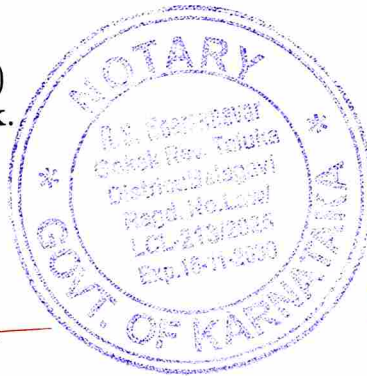
The contents of above affidavit para are read over and explained to me in Kannada and that the same are true and correct to the best of my knowledge, information and belief.

Place: Gokak,
Date: 06/08/2026.


DEPONENT.

"I know the deponent"


(R.B. GIDAGERI)
Advocate, Gokak.



No. of CORRECTIONS 

Sworn to before me

R. S. BEERANNAVAR
b.Com., LL.B. (Spl.)
ADVOCATE & NOTARY, GOKAK
16 AUG 2026