

KABR210015182015



**IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE  
AND JMFC AT ANEKAL**

Dated this the 23<sup>rd</sup> day of March, 2026

**PRESENT : SRI.M.MANJUNATHA.** B.A.(L), LL.B.  
II Addl. Senior Civil Judge & JMFC,  
Anekal.

**O.S.No.1169/2015**

**PLAINTIFF/S:**

Sri. Y.Prabhakar Reddy  
S/o Y.C.Thirupal Reddy,  
aged about 50 years,  
R/at Pelegusayapuram village & Post,  
Kaluvoya(M.D.),  
Nellore District, Andhra Pradesh.

**(Rep. By Smt. K.B., Advocate)**

**V/s**

**DEFENDANT/S :**

1. Sri. Venkatesh  
S/o late Yellappa,  
aged about 49 years,

2. Smt. Lakshmi  
W/o Venkatesh  
aged about 42 years,
3. Sri. Manjunath  
S/o Venkatesh,  
aged about 24 years,
4. Nethara  
D/o Venkatesh,  
aged about 20 years,

All are residing at  
Nosenur Gollahalli village,  
Jigani Hobli, Anekal Taluk,  
Bengaluru District.

**(Rep. By Sri. C.V.K., Adv. For D2 to 4,  
D1 Placed Exparte)**

Date of institution of the suit	16.10.2015		
Nature of the suit	Specific Performance		
Date of the commencement of recording evidence	19.02.2018		
Date on which the Judgment was pronounced	23.03.2026		
Total duration	Year/s 10	Month/s 05	Day/s 07

**(MANJUNATHA M.)**

II Addl. Senior Civil Judge & JMFC,  
Anekal.

### **JUDGMENT**

Suit filed by the plaintiff for the relief of Specific Performance of contract dated 31.05.2008, with respect to property bearing Sy.No.141 measuring 30 guntas situated at Nosenooru village, Jigani Hobli, Anekal Taluk.

#### **2. Brief facts of the plaintiff's case are ;**

Defendants being absolute owners of suit schedule property, offered to sell the suit schedule property for sum of Rs.22,50,000/-, offer was accepted, General Power of Attorney holder of plaintiff executed Sale Agreement on 31.05.2008 by agreeing to sell the suit schedule property for sum of Rs.22,50,000/-, on the date of agreement, entire sale consideration was paid. Defendants agreed to execute Sale Deed whenever called for. Time was not the essence of contract. In the year 2015, he came to know that defendants were making attempts for formation of residential layout in the suit schedule property and trying to sell the suit schedule property to prospective buyers. Soon after the knowledge, notice was issued to defendants on 28.08.2015 calling upon them to execute Sale Deed as per terms of agreement. Notice was served on defendants, but defendants failed to comply the terms of notice and replied the notice by

contending that agreement dated 31.05.2008 is fraudulent. He is ever ready and willing to perform his part of contract, but defendants failed to perform their part of contract, hence, suit.

3. In response to service of summons, defendant No.1 remains absent, hence, he placed ex parte. Defendant No.2 to 4 appeared, but they failed to file written statement.

4. In order to prove the case of plaintiff, plaintiff himself examined as PW1 and relied on 11 documents which were marked as Ex.P1 to Ex.P11. Ex.P1 is General Power of Attorney dated 20.03.2008, Ex.P2 is Sale Agreement dated 31.05.2008, Ex.P3 is RTC extract, Ex.P4 is Legal Notice dated 28.08.2015, Ex.P5 is Postal Receipts, Ex.P6 to 9 are Postal Acknowledgments, Ex.P10 is Reply Notice dated 04.10.2015 and Ex.P11 is Layout Plan.

5. Heard Smt. K.B., learned counsel for plaintiff and defendants failed to submit their arguments, hence, arguments of defendants were taken as nil and perused materials placed before the court.

6. Now, the points that arise for consideration are ;

**POINTS**

1. Does plaintiff proves that defendants by agreeing to sell suit schedule property for sum of Rs.22,50,000/- executed Sale Agreement on 31.05.2008, by receiving entire consideration ?
2. Does plaintiff proves that he is ever ready and willing to perform his part of contract ?
3. Does plaintiff is entitle for the relief of Specific Performance of contract ?
4. What order or decree ?

7. By considering the arguments of learned counsel, oral and documentary evidence relied by the plaintiff, above Points are answered as below ;

Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3: In the Affirmative

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

**REASONS**

8. **Point No.1:-** Case of plaintiff is ;

Defendants are absolute owners of suit schedule property and they agreed to sell suit schedule property for sum of Rs.22,50,000/-, executed Sale Agreement on 31.05.2008, by receiving entire consideration, but they failed to perform their part of contract. In order to prove the case of plaintiff, plaintiff himself examined as PW-1. PW-1 in his examination-in-chief reiterated all averments of plaint. In support of oral evidence of PW-1, he relied on 11 documents, out of them, Ex.P1 is General Power of Attorney executed by defendants in favour of one Virupaksha, authorizing him to do acts stated therein with respect to suit schedule property. Ex.P2 is registered Sale Agreement. One Virupaksha being General Power of Attorney holder of defendants executed Sale Agreement in favour of plaintiff, by agreeing to sell suit schedule property for sum of Rs.22,50,000/- and received entire consideration on the date of Sale Agreement and agreed to execute Sale Deed whenever called for. Ex.P2 clearly establishes that defendants by agreeing to sell the suit schedule property through their General Power of Attorney holder executed registered Sale Agreement by receiving entire sale consideration. No contrary is placed to disbelieve the oral and documentary evidence relied by the plaintiff. In Ex.P10 i.e., reply notice given by the defendants, they contended

that Sale Agreement is fraudulent, but nothing placed by the defendants to show that agreement is fraudulent. Defendant No.2 to 4 appeared before the court, but failed to contest the case. Nothing resisted from believing oral and documentary evidence relied by plaintiff. Plaintiff clearly establishes that defendants by agreeing to sell the suit schedule property executed Sale Agreement on 31.05.2008 and received entire consideration, accordingly, this Point answered in the ***Affirmative***.

9. **Point No.2:-** Plaintiff pleaded that he is ever ready and willing to perform his part of contract. Sale consideration is Rs.22,50,000/-. On the date of agreement entire consideration was paid, it clearly shows that plaintiff is ever ready and willing to perform his part of contract. Ex.P11 is Layout Plan, it discloses that defendants are making attempts to convert the suit schedule property and trying to alienate the suit schedule property to third parties. Payment of entire consideration shows that plaintiff is ever ready and willing to perform his part of contract, accordingly, this Point answered in the ***Affirmative***.

10. **Point No.3:-** Plaintiff established that defendants by agreeing to sell the suit schedule property, executed Sale Agreement by receiving entire consideration and agreed to

execute Sale Deed whenever he demanded and plaintiff also established his readiness and willingness, accordingly, plaintiff is entitle for relief of Specific Performance, hence, this Point answered in the ***Affirmative***.

11. **Point No.4**:- For the reasons assigned to above Points, resulted in following;

### **ORDERS**

Suit of the plaintiff is decreed with costs.

Defendants are directed to execute Sale Deed, with respect to schedule property, in favour of plaintiff within 60 days, from the date of this order.

In case of failure on the part of defendants to execute Sale Deed, plaintiff is at liberty to get Sale Deed execute in his favour through process of law.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed by her, transcript corrected and then the same is pronounced by me in the open Court, then the 23<sup>rd</sup> day of March, 2026)

**(MANJUNATHA M.)**  
II Addl. Senior Civil Judge & JMFC,  
Anekal.

**ANNEXURE****List of witnesses examined for Plaintiff/s :-**

PW1 : Sri. Y.Prabhakar Reddy

**List of documents exhibited for Plaintiff/s :-**

Ex.P1 : General Power of Attorney  
dated 20.03.2008  
Ex.P2 : Sale Agreement dated 31.05.2008  
Ex.P3 : RTC extract  
Ex.P4 : Legal Notice dated 28.08.2015  
Ex.P5 : Postal Receipts  
Ex.P6 to 9 : Postal Acknowledgments  
Ex.P10 : Reply Notice dated 04.10.2015  
Ex.P11 : Layout Plan.

**List of witnesses examined for the Defendant/s :-**

**NIL**

**List of documents exhibited for the Defendant/s :-**

**NIL**

**(MANJUNATHA M.)**

II Addl. Senior Civil Judge & JMFC,  
Anekal.

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