



**IN THE COURT OF I ADDL SENIOR CIVIL JUDGE &  
JMFC, DEVANAHALLI.**

Present: Sri Lokesha M.G., B.A.L.,LL.B.,

**O.S.No.488/2022**

**Dated this the 25<sup>th</sup> day of April, 2026.**

**PLAINTIFFS:**

**1.** Sri. T.Channappa,  
Aged about 47 years,  
S/o. Sri. T.Chandrashekhar,  
R/at. Marasandra Village,  
Dodda Tumukur Post,  
Hessaraghatta Hobli,  
Bangalore North Taluk,  
Bangalore District – 562163.

**2.** Smt. T.Shashikala,  
Aged about 54 years,  
W/o. Sri. C.L.Veeranna,  
R/at. No.60, Pavagada Road,  
2<sup>nd</sup> Cross, Near A.E.O Kacheri,  
Old Town Chellakere, Challakere  
Town, Chitradurga District –  
577522.

(By Advocate Sri. P.V.R.,)

**Vs.**



**DEFENDANTS:**

**1.** Smt. Munithayamma,  
Aged about 77 years,  
W/o. Late G.Anjinappa.

**2.** Smt. Kruthika,  
Aged aobut 34 years,  
D/o. Late A. Muniraju.

**3.** Sri. Rakesh,  
Aged about 32 years,  
S/o. Late A. Muniraju.

**4.** Smt. Sunitha  
W/o. Late A. Muniraju,  
Aged about 54 years.

All are R/at: No.939, Kodigehalli  
Village, 6<sup>th</sup> Cross, Hanumaiah  
Layout, Sahakara Nagar Post,  
Bangalore – 5600092.

(D1 to 4 - By Advocate Sri. M.C.,)

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Nature of the Suit : Suit for Specific Performance

Date of filing : 12.04.2022

Date of Commencement of record of evidence : 21.08.2023

Date on which the Judgment is pronounced : **25.04.2026**

Duration of suit : Year/s Month/s day/s

04 00 13

Sd/-  
(Lokesha.M.G.)  
I Addl Sr.Civil Judge & Jmfc.,  
Devanahalli.

### **JUDGMENT**

The plaintiffs have filed the suit for the relief of Specific Performance of Contract on the basis of Sale Agreement dated 05.08.2019.



**2.** The brief facts of the plaintiffs case are that defendants have represented that suit property was belonging to Ashwathappa who sold it in favour of Pillamma. As per the family arrangement between Pillamma and Muniyappa, suit property was fallen to the share of Muniyappa and revenue entries are recorded in his name in the year 1991. Muniyappa and his family members sold suit property in favour of G.Anjinappa who is husband of defendant No.1 on 12.11.2007. Revenue entries are recorded in his name. Anjinappa died on 30.07.2018 leaving his wife and children who are the defendants in this case. Defendants are the owners in possession and enjoyment of suit property and their rights are confirmed as per the order passed by the Karnataka Appellate Tribunal and as per the order passed by the Assistant Commissioner. Due to untimely death of Anjinappa who is head of family of defendants, defendants have approached the plaintiffs to purchase suit property for meeting family necessity. They have handed over xerox copies of Title Deeds.



Defendants including deceased Muniraju agreed to sell the suit property for valuable sale consideration of Rs.90 Lakhs to the plaintiffs who agreed to purchase the schedule property for valuable sale consideration from the defendants. Defendants have executed Sale Agreement on 05.08.2019 to execute registered Sale Deed in favour of the plaintiffs within 6 months from the date of getting revenue entries, survey sketch and other necessary documents for registration of Sale Deed. Defendants including deceased Muniraju received Rs.40 Lakhs as advance sale consideration by way of Cheque and RTGS in the names of Muniraju, Rakesh, Munithayamma and Kruthika. They have acknowledged the receipt of the advance amount. Defendants have not complied the terms and conditions of Sale Agreement. Plaintiffs agreed to purchase the suit property to have their own landed property for their bonafide purpose. Defendants have been postponing the execution of Sale Deed in favour of plaintiffs by assigning one or other reasons. Due to the same, plaintiffs are put to hardship



and injury. There is time bound of 6 months for completing the sale transaction in writing from the date of securing all the documents for registration of Sale Deed. However, defendants have not communicated the readiness of the documents to the plaintiffs. Plaintiffs are regularly approaching them to execute registered Sale Deed as per the terms and conditions. Due to the said postponement, plaintiffs have issued legal notice on 04.12.2021 calling upon the defendants to execute registered Sale Deed as per the Sale Agreement. Postal cover is returned with shara as deceased in respect of Muniraju. Hence, his wife is made as defendant No.4. However, defendants have replied on 19.12.2021 denying the contents of legal notice and they have taken false contention against plaintiffs. Their intention is to sell the suit property at the time of execution of Sale Agreement. Hence, they have received advance amount through Cheques. There is no breach of contract from the plaintiffs. But, there is breach of contract from the defendants. Defendants are not acting upon the terms



and conditions of Sale Agreement. Plaintiffs are always ready and willing to pay the balance amount of Rs.50 Lakhs and they have already paid advance amount of Rs.40 Lakhs. The plaintiffs are ready to receive the registered Sale Deed. But, defendants are not ready to receive the balance amount. They are not ready to execute Sale Deed as per the Sale Agreement. Hence, suit is filed.

**3.** Defendants have filed written statement stating that suit is not maintainable. The Agreement is not valid one. Plaintiff averments are false. Defendants have approached the plaintiffs who are businessmen of money lending. Defendants were in need of emergency fund of Rs.15 Lakhs. Accordingly, plaintiffs have lent amount of Rs.15 Lakhs by way of Cheques. The plaintiffs requested the defendants to sign the 8 to 10 Blank Document Sheets and 2 E-Stamp Papers as security purpose and for security purpose, defendants have signed the 8 to 10 Blank Document Sheets and also 2 E-Stamp Papers to



the plaintiffs by believing their words. Plaintiffs have assured the defendants stating that after repayment of Rs.15 Lakhs, they will return the said documents and assured that they will not use the said documents for any other illegal purpose. Believing the words of the plaintiffs and in need of emergency fund, defendants borrowed amount of Rs.15 Lakhs and attested their signatures to the Blank Papers as mentioned above. But, defendants have not at all executed any Sale Agreement in favour of plaintiffs and defendants are not having any intention to sell the suit property. They were shocked to see the notice sent by the plaintiffs and the documents are fabricated by misusing the signed Blank Stamp Papers. The plaintiffs have played fraud with defendants to knock off the schedule property. When there is no transaction between the plaintiffs and defendants with respect to Sale Agreement in respect of suit property, defendants are regular in payment of interest to the plaintiffs. Defendants have paid monthly interest to said amount to the plaintiffs by way of Cash. Even in the



pandemic time also, defendants regularly paid the interest to the plaintiffs with great difficulty. Plaintiffs have fraudulently mentioned the sale consideration in the Sale Agreement of Rs.90 Lakhs with intention to suit the sale price as per the guidance value which is Rs.54 Lakhs and for extent of 1 Acre 26 Guntas, the price will come to Rs.89,10,000/-. But, the market price of the agricultural land around the schedule property was much higher at the time during August 2019. The adjacent lands in the Village of Bettenahalli were sold for higher price during the said timeline. If defendants had intention to sell the suit property, they would have sold the same at a higher price and not for the amount mentioned in the Sale Agreement. Defendants have not executed Sale Agreement and plaintiffs have never approached the defendants to execute Sale Deed by receiving balance amount. Defendants came to know about the fabrication of Agreement when they have received notice. Plaintiffs have not sent reply to the reply notice. They have not communicated any Agreement to



the defendants. Defendants don't possess any other agricultural property other than suit property and they require the same to cultivate and for their livelihood. Plaintiffs are trying to snatch the valuable property of the defendants. Hence, they are not entitled to the relief. Plaintiffs have not valued the suit properly. Court Fee paid is not proper. Hence, plaint is liable to be rejected. There is no cause of action to file the suit. Defendants have not executed any Sale Agreement. There is no cause of action. Plaintiffs have not established the execution of Sale Agreement as well as readiness and willingness. They have suppressed material facts. They have not approached the Court with clean hands. Hence, suit is not maintainable. Accordingly, it is prayed to dismiss the suit.

4. On the basis of rival pleadings of the parties, my learned predecessor has framed the following Issues.

#### **ISSUES**

1. Whether the plaintiffs prove that the



defendants entered into an Agreement of Sale dated 05.08.2019 by agreeing to sell the suit schedule property for valuable sale consideration in favour of the plaintiffs and also received earnest money?

2. Whether the plaintiffs prove that the defendants have failed to execute the registered Sale Deed in favour of them in spite of the repeated demands?

3. Whether the plaintiffs were/are ready and willing to perform their part of contract?

4. Whether the defendants prove that they availed loan from the plaintiffs and the plaintiffs have obtained their signatures on blank documents and stamp papers as security to the loan transaction and later misused the same?

5. Whether the plaintiffs are entitled for the relief of Specific Performance of Contract as sought for?



6. What order or decree ?

5. In order to prove the case, plaintiff No.1 is examined as PW.1. One witness is examined as PW.2. Ex.P1 to P38 are marked. Per contra to disprove the case of the plaintiffs, defendant No.4 is examined as DW.1. Ex.D1 and D2 are marked.

6. Heard and perused the materials on record. Upon appreciation of evidence on record in the background of arguments advanced by learned counsel for the plaintiffs, my findings on the above issues are as follows:

Issue No.1	:	In the Affirmative;
Issue No.2	:	In the Affirmative;
Issue No.3	:	In the Affirmative;
Issue No.4	:	In the Negative;
Issue No.5	:	In the Affirmative;
Issue No.6	:	As per the final order for the following:



## **REASONS**

**7. ISSUE Nos.1, 2 & 4:-** As these issues require discussion on same set of facts, I have taken up these issues together for consideration to avoid repeated discussion.

**8.** It is the burden of the plaintiffs to prove that defendants entered into Sale Agreement on 05.08.2019 agreeing to sell the suit property for valuable sale consideration in favour of the plaintiffs and they have received advance money. It is also their burden to prove that defendants have failed to execute registered Sale Deed in favour of plaintiffs inspite of repeated demands. It is also burden of the defendants to prove that they availed loan from the plaintiffs and plaintiffs have obtained their signatures on blank documents and stamp papers as security to the loan transaction and they have misused the same thereafter. To prove the case, plaintiff No.1 is examined as PW.1 and he has reiterated the plaint averments. One witness is examined



as PW.2. Ex.P1 to 38 are marked to prove the case by the plaintiffs. Per contra defendant No.4 has reiterated the pleading averments in chief examination and Ex.D1 and 2 are marked to disprove the case of the plaintiffs.

**9.** Ex.P1 is the Sale Agreement dated 05.08.2019. It is in respect of suit property. It has been executed by Munithayamma, Muniraju and his children. It is stated about source of suit property and sale of suit property in favour of Anjinappa and thereafter after his death, suit property came to the names of Munithayamma and Muniraju. It is also stated about appeal before Karnataka Appellate Tribunal and appeal before Assistant Commissioner. It is also stated about purpose of the sale for urgent need, for the welfare of the family, development, education purpose and other economic purposes. Sale consideration is mentioned as Rs.90 Lakhs. Advance amount is mentioned as Rs.30 Lakhs by way of Cheques. It is also mentioned that on 13.12.2019, amount of Rs.10 Lakhs has been obtained



by defendant No.2. It is endorsed and they are signatures of defendant No.1 to 3 and Muniraju. Signature is also identified by witness namely Nagaraj who is PW.2 in this case. It is also mentioned that within 6 months from the date of Agreement, Sale Deed has to be executed. It is also mentioned that after getting survey sketch and required documents for the purpose of registration, defendants are ready to execute Sale Deed in respect of suit property. In case of delay to obtain the said documents, Sale Agreement shall continue. Sale Agreement was executed on 05.08.2019. Suit was filed on 11.04.2022. It is within 3 years from the date of Agreement. Ex.P2 and 3 are the Encumbrance Certificates. Ex.P4 is the R.T.C in the name of defendant No.1 and 4 in respect of suit property. It is standing jointly in their names. Ex.P5 is the Legal Notice issued by the plaintiffs in favour of defendants calling upon them to execute Sale Deed in respect of suit property. Ex.P6 and 7 are the Postal Acknowledgments in the names of defendant No.1 and 2. Ex.P5 was sent



on 04.12.2021. Ex.P8 is the Reply Notice sent on 19.12.2021. In the said reply, the Agreement is denied. The case of the plaintiffs is denied. It is stated that defendants have borrowed amount of Rs.15 Lakhs and executed signatures on blank papers. They have also stated that Agreement is fabricated one. Ex.P9 to 11 are the Returned Envelops. Ex.P12 is the Bank Statement. It shows that on 24.01.2022, there was balance in the account to the tune of Rs.51,25,504/-. It shows that before filing of suit, plaintiffs were having sufficient balance amount to pay the balance consideration as per the Sale Agreement. They have already paid amount of Rs.40 Lakhs by way of Cheque and RTGS. They have to pay balance amount of Rs.50 Lakhs as agreed. It shows their economic capacity to pay the balance amount under the Agreement. Ex.P13 is the Sale Deed executed by Muniyappa and his family members in favour of Anjinappa in respect of suit property. Ex.P14 is the Mutation Register. It shows that the name of Anjinappa has been mutated in respect of suit property as per the



order of Karnataka Appellate Tribunal. Ex.P15 is the Mutation Register in the name of defendant No.1 and Muniraju. Their names are mutated in respect of suit property. Ex.P16 to 35 are the R.T.Cs in respect of suit property. They show that earlier suit property was standing in the name of Muniyappa and later it came to the name of Anjinappa. Ex.P25 to 30 also show that suit property was taken over by the Government. Thereafter, it came to the name of Anjinappa. Ex.P31 shows the same. Ex.P33 to 35 show that suit property is standing in the name of defendant No.1 and 4. Ex.P36 is the Details of Family Members of Anjinappa and Munithayamma. Ex.P37 is the Encumbrance Certificate. It is in respect of suit property. It shows that Anjinappa purchased the suit property in the near 2007. Ex.P38 is the R.T.C which is marked at the time of evidence of PW.2.

**10.** PW.2 has stated that defendants approached him and they are going to sell the suit property as they are in



need of fund to meet their family necessity. Thereafter, plaintiffs were met. Plaintiffs agreed to purchase the suit property. Consideration is mutually fixed. He has also stated that in his presence, advance amount was paid by the plaintiffs. He has also stated that transaction are taken place in his presence in respect of suit property. He has identified his signature in the Sale Agreement at Ex.P1. His property document is marked as Ex.P38. In a cross-examination, he has stated that ಮುನಿರಾಜು ಅವರಿಗೆ ರೂ.15 ಲಕ್ಷಕ್ಕೆ ಚೆಕ್ ಅನ್ನು ಕೊಟ್ಟರು, ಮುನಿತಾಯವ್ವನಿಗೆ ರೂ.5 ಲಕ್ಷಕ್ಕೆ ಚೆಕ್ ಅನ್ನು ಕೊಟ್ಟರು, ಅವರ ಮನೆಯಲ್ಲೇ ಕೊಟ್ಟರು. ದಿನಾಂಕ: 05.08.2019 ರಲ್ಲಿ ಕರಾರು ಆಯಿತು. ಆಗಲೇ ಆ ಹಣವನ್ನು ಕೊಟ್ಟರು. ಕರಾರನ್ನು ಮುನಿರಾಜುರವರೇ ತಯಾರು ಮಾಡಿಸಿದ್ದರು. He has stated that defendants are in need of money and hence he told plaintiffs and given money to them. He has denied that for security purpose, Sale Agreement is executed. He has also stated that ಕರಾರಿಗೆ ಎಲ್ಲರೂ ಸಹಿ ಹಾಕಿದ ನಂತರ ನಾನು ಸಹಿ ಮಾಡಿದೆನು. ಕರಾರು ರೂ. 90 ಲಕ್ಷಕ್ಕೆ ಆಗಿದೆ. ಅಡ್ವಾನ್ಸ್ ಆಗಿ ರೂ.30 ಲಕ್ಷ ಮತ್ತು ಡಿಸೆಂಬರ್ ನಲ್ಲಿ ರೂ.10 ಲಕ್ಷ ಚೆಕ್ ಅನ್ನು ಕೊಟ್ಟರು. ಡಿಸೆಂಬರ್ ನಲ್ಲಿ



ಕೊಟ್ಟ ಹಣದ ಬಗ್ಗೆ ಷರಾವನ್ನು ನಾನೇ ಬರೆದಿದ್ದೇನೆ. On perusal of his evidence, it is clear that, there was execution of Sale Agreement for Rs.90 Lakhs. Advance amount of Rs.40 Lakhs has been paid by way of Cheque to the defendants and deceased Muniraju. He has denied the suggestion with respect to the fact that Sale Agreement was executed as a security for loan. He has denied the loan transaction. He has stated about the Sale Agreement and in his presence, Sale Agreement was executed. Hence, there are no reasons to disbelieve the evidence of PW.2. The evidence of PW.2 has corroborated the evidence of PW.1. PW.1 has stated in the cross-examination that ನಿಪಿ-1 ಭಾಷೆ ಕಾಗದವನ್ನು ಪ್ರತಿವಾದಿಗಳು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಪಾವತಿಸಿ ಖರೀದಿಸಿರುತ್ತಾರೆ. ಕರಾರು ಪತ್ರದಲ್ಲಿ ಚೆಕ್‌ಗಳ ದಿನಾಂಕಗಳನ್ನು ನಮೂದಿಸಲು ಯಾವುದೇ ತೊಂದರೆ ಇರಲಿಲ್ಲ. ಕರಾರಿಗೆ ಸಹಿ ಮಾಡುವ ಪೂರ್ವದಲ್ಲಿ ಚೆಕ್ ನಂಬರ್‌ಗಳನ್ನು ನಮೂದಿಸಿರುತ್ತೇವೆ. ಕರಾರು ಪತ್ರವನ್ನು ಪ್ರತಿವಾದಿಗಳು ತಯಾರಿಸಿರುತ್ತಾರೆ. ಕರಾರು ಪತ್ರಕ್ಕೆ ಪ್ರತಿವಾದಿಗಳ ಮನೆಯಲ್ಲಿ ಸಹಿ ಮಾಡಿರುತ್ತೇವೆ. ಕರಾರು ಪತ್ರಕ್ಕೆ ಸಹಿ ಮಾಡುವಾಗ ಒಂದು ಮತ್ತು ಎರಡನೇ ಪ್ರತಿವಾದಿಗಳು ಮುನಿರಾಜ್ ಸಾಕ್ಷಿದಾರರಾದ ನಾಗರಾಜ್ ಮತ್ತು ಪ್ರತಿವಾದಿಯ ಕಡೆಯ ಇನ್ನೊಬ್ಬರು ಇದ್ದರು. He has denied that in the empty



paper, Sale Agreement is prepared. He has also denied that there is loan transaction between the plaintiffs and defendants. He has also stated that ನಾಗರಾಜ್ ರವರು ಮುನಿರಾಜ್ ಅವರಿಗೆ ಸಾಲ ಬೇಕಾಗಿರುವುದರಿಂದ ಅವರನ್ನು ಕರೆದುಕೊಂಡು ಬಂದು ನನ್ನಿಂದ ಸಾಲ ಕೊಡಿಸಿರುತ್ತಾರೆಂದರೆ ಸರಿಯಲ್ಲ. ಕರಾರು ಪತ್ರ ಮಾಡಿಕೊಳ್ಳುವಾಗ ಪಹಣಿ ಒಂದನೇ ಪ್ರತಿವಾದಿ ಮತ್ತು ಮುನಿರಾಜ್ ರವರು ಹೆಸರಿನಲ್ಲಿ ಇತ್ತು. ನಾನು ನೀಡಿರುವ ಸಾಲದ ಹಣಕ್ಕೆ ಮುನಿರಾಜ್ ಅವರು ಪ್ರತಿ ತಿಂಗಳು ಬಡ್ಡಿ ಪಾವತಿಸಿರುತ್ತಾರೆ ಎಂದರೆ ಸರಿಯಲ್ಲ. He has also denied the payment of interest by the defendants. Defendants have stated in the written statement that they have paid amount as interest on the loan of Rs.15 Lakhs by way of Cash. The said version is not believable. The defendants have not produced sufficient materials to show that they have obtained loan from the plaintiffs and they have paid interest on the loan to the plaintiffs. Hence, their version is far away from truth. PW.1 has also stated that ನಾನು ಕ್ರಯಪತ್ರ ಮಾಡಿಕೊಡುವಂತೆ ಪ್ರತಿವಾದಿಗಳ ಮನೆಗೆ 6-7 ಸಲ ಹೋಗಿ ಕೇಳಿರುತ್ತೇನೆ. He has also produced bank statement to show the balance of Rs.50 Lakhs and above. He has also issued legal notice calling upon the defendants to



execute Sale Deed. On perusal of entire evidence of PW.1, it is clear that there was execution of Sale Agreement by the defendants in favour of plaintiffs. There are no adverse answers during the cross-examination of PW.1 to disprove the case of the plaintiffs. Hence, evidence of PW.1 can be taken into consideration and there is corroboration of evidence by PW.2. There are also documents on the record to support the case of the plaintiffs.

**11.** DW.1 has stated that plaintiffs have fraudulently mentioned the sale consideration as Rs.90 Lakhs and as per the guidance value, Rs.54 Lakhs was fixed for 1 Acre and for 1 Acre 26 Guntas, the price will come at Rs.89,10,000/-. Ex.D1 is produced. It is Gazette Notification. In the said document also, in Bettenahalli Village, the market price for 1 Acre is fixed at Rs.54 Lakhs. Therefore, by considering the total sale consideration in the Sale Agreement at Ex.P1, it can't be stated that meager amount is fixed and mentioned in the



Sale Agreement. There may be minor contradiction by mentioning the sale consideration. Only on the basis of said fact, it can't be stated that there was no execution of Sale Agreement. Ex.D2 is also produced by the defendants. It is Sale Deed executed in the year 2019. It is not pertaining to suit property. It is pertaining to Sy.No.295/2 measuring 23 Guntas situated at Bettenahalli Village. Sale consideration was fixed about Rs.35 Lakhs for the said extent. Even if it is considered for a while, the sale consideration mentioned in the Sale Agreement at Ex.P1 shall not be lesser amount. Hence, on perusal of entire materials on the record, I am of the opinion that sale consideration is not shown as lesser amount. In the evidence, it is also stated that the family of defendants doesn't possess any other agricultural property other than suit property. Only on the basis of said fact, it can't be stated that the plaintiffs are not entitled to the relief if it is proved by them. In the cross-examination, DW.1 has stated that 2019 ರಲ್ಲಿ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಾಗ ದಾವಾ ಆಸ್ತಿ ಬೆಲೆ ರೂ.90 ಲಕ್ಷ ಇತ್ತೆಂದರೆ ನಿಜ. She has



also stated that ನಿಡಿ-2 ರ ಆಸ್ತಿಗೂ, ದಾವಾ ಆಸ್ತಿಗೂ ಎಷ್ಟು ದೂರ ಇದೆ ಎಂದರೆ ಗೊತ್ತಿಲ್ಲ. ವ್ಯವಸಾಯದ ಜಮೀನಿನ ಕ್ರಯದ ಮೊಬಲಗು ಮತ್ತು ಅಭಿವೃದ್ಧಿ ಹೊಂದಿರುವ ಲೇಔಟ್ ನ ಆಸ್ತಿಗೂ ಬೆಲೆ ತುಂಬಾ ವ್ಯತ್ಯಾಸವಿರುತ್ತದೆ ಎಂದರೆ ಗೊತ್ತಿಲ್ಲ. DW.1 has also stated in the cross-examination that suit property was purchased by her father-in-law. She has also stated that ನಮ್ಮ ಕುಟುಂಬದ ಸಮಸ್ಯೆಗಳಿಗೆ ವಾದಿಗಳನ್ನು ಭೇಟಿ ಆಗಿ ದಾವಾ ಆಸ್ತಿಯನ್ನು ಮಾರಾಟ ಮಾಡಲು ನನ್ನ ಮಾವ ಬದುಕಿದ್ದಾಗ ಕೇಳಿಕೊಂಡಿದ್ದರು ಎಂದರೆ ನಿಜ. ಅದೇ ಪ್ರಕಾರ ದಿನಾಂಕ: 05.08.2019 ರಂದು ಕರಾರು ಪತ್ರ ಮಾಡಿ ರೂ.30 ಲಕ್ಷವನ್ನು ಚೆಕ್ ಮೂಲಕ ವಾದಿಗಳು ನಮ್ಮ ಕುಟುಂಬದವರಿಗೆ ಕೊಟ್ಟಿದ್ದಾರೆ ಎಂದರೆ ಸಾಲದ ರೂಪವಾಗಿ ತೆಗೆದುಕೊಂಡಿದ್ದೇವೆ. But, to show that they have obtained the amount as loan, there are no materials on the record. They have stated that they have obtained amount of Rs.15 Lakhs. In the cross-examination, DW.1 has admitted the receipt of amount of Rs.30 Lakhs by way of Cheque. But, she says that for loan, it is received. There are no materials to show that it was received as loan. But, there is admission of receipt of amount by way of Cheque. She has also admitted about issuance of legal



notice through advocate. She has also stated that ಖಾಲಿ ಪೆಪರ್ ನಲ್ಲಿ ಸಹಿ ಮಾಡಿಸಿಕೊಂಡು ಹೋಗಿದ್ದ ಬಗ್ಗೆ ಪೋಲೀಸ್ ಕಂಪ್ಲೆಂಟ್ ಕೊಟ್ಟಿಲ್ಲ. On perusal of entire evidence of DW.1, it is clear that for family necessity and to meet the urgency need, there was Sale Agreement executed by defendants in favour of plaintiffs. She has also stated about request of plaintiffs to purchase suit property during lifetime of her father-in-law. Totality of the evidence on the record has to be taken into consideration. Hence, on perusal of entire oral evidence and documentary evidence, I am of the opinion that the plaintiffs have proved the case as pleaded. They have also shown that defendants have executed Sale Agreement as per Ex.P1 and they have received amount of Rs.40 Lakhs by way of Cheques. Defendants have taken contention that they availed loan from the plaintiffs and plaintiffs have obtained their signatures on blank documents. In the written statement, they have also contended that they have paid amount as interest to the plaintiffs on loan amount. There is no evidence on the record to prove the same.



Hence, contentions of defendants are not proved by adducing proper evidence and by establishing the contentions taken by them. Per contra, plaintiffs have proved that defendants have executed Sale Agreement for valuable sale consideration and defendants have failed to execute Sale Deed as per the agreed terms under the Agreement. Accordingly, I answer Issue No.1 and 2 in the “**AFFIRMATIVE**” and Issue No.4 in the “**NEGATIVE**”.

**12. ISSUE No.3 & 5:-** It is the burden of the plaintiffs to show that they were and they are ready and willing to perform their part of contract. It is also their burden to prove that they are entitled to the relief of Specific Performance of Contract. The relief of Specific Performance can be granted if the plaintiffs have shown their case as per the plaint averments. Plaintiffs have shown their case by adducing oral evidence and by producing documents. Ex.P12 Bank Statement shows the economic capacity of the plaintiffs. So also Ex.P5



shows the readiness of the plaintiffs to get registered the Sale Deed as per the agreed terms under the Ex.P1. Defendants have issued reply notice denying the plaintiff averments and case of the plaintiffs. But, they have not established their contentions as pleaded. The documents on the record are in favour of the plaintiffs. Hence, on perusal of entire materials on the record, I am of the opinion the plaintiffs have shown that they are ready and willing to perform their part of contract and defendants have failed to perform their part of contract. Hence, they are entitled for the relief as sought. To show the readiness and willingness, all the relevant facts and total circumstances of the case have to be taken into consideration. There is evidence on the record to show that plaintiffs have been ready and willing to perform their part of contract. The materials also show that defendants are not ready to perform their part of contract and they have failed to comply the terms of the Agreement. Hence, the plaintiffs are entitled to the relief. Accordingly, I answer Issue No.3 and 5 in the



**“AFFIRMATIVE”**.

**13. ISSUE NO.6:** As per the above discussion and the reasons assigned therein, I pass the following:

**ORDER**

The suit of the plaintiffs for Specific Performance of Contract is hereby decreed with cost.

The defendant No.1 to 4 are hereby directed to execute the registered Sale Deed in respect of the suit property in favour of the plaintiffs after receiving balance sale consideration amount of Rs. 50,00,000/- from the plaintiffs within three months from this date and deliver actual and vacant possession of suit property to the plaintiffs.



If the defendants fail to execute the registered Sale Deed in respect of the suit property in the name of plaintiffs and deliver actual and vacant possession of suit property to the plaintiffs, the plaintiffs are at liberty to get the same in their names through the process of Court.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed and computerized by her, transcript revised, corrected and pronounced by me, in the Open Court, dated this the **25<sup>th</sup>** day of **April, 2026**).

Sd/-

**(Lokesha.M.G.)**

**I Addl Sr.Civil Judge & Jmfc.,  
Devanahalli.**

**ANNEXURE**

**Witnesses examined for the plaintiffs:**

PW.1 : Sri. T.Channappa  
PW.2 : Sri. B.H.Nagaraj

**Documents exhibited on behalf of the plaintiffs:**

Ex.P1	:	Original Sale Agreement
Exs.P2 & 3	:	Encumbrance Certificates
Ex.P4	:	R.T.C
Ex.P5	:	Legal Notice
Exs.P6 & 7	:	Postal Acknowledgments
Ex.P8	:	Reply Notice
Exs.P9 to 11	:	Returned Envelops
Ex.P12	:	Bank Statement
Ex.P13	:	Online copy of Sale Deed
Ex.P14	:	Mutation Register
Ex.P15	:	Mutation Register
Exs.P16 to 35	:	R.T.Cs
Ex.P36	:	Details of Family Members
Ex.P37	:	Encumbrance Certificate
Ex.P38	:	R.T.C

**Witnesses examined for the defendants:**

DW.1 : Smt. Sunitha

**Documents exhibited on behalf of defendants:**

Ex.D1 : Gazette Notification



Ex.D2 : Online Copy of Sale Deed

Sd/-

**(Lokesha.M.G.)**  
**I Addl Sr.Civil Judge & Jmfc.,**  
**Devanahalli.**