

KABR500063292022



**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE
AND JMFC AT HOSAKOTE**

Present: - Sri. Satisha B.,

B.A., LL.B.,

Prl. Civil Judge and JMFC, Hosakote

Dated this the 4th day of April, 2026

Original Suit No.190/2022

Plaintiff

..

Sri. V. Lakshmi Narayana
Aged about 55 years,
S/o. Late Venkataramanappa,
Residing at: Ambalipura Village,
Jadigenahalli Hobli, Hosakote Taluk,
Bengaluru Rural District.

(By Sri. K.R. Anand Kumar Adv.,)

-V/s-

Defendant

..

Sri. Ere Gowda
Aged about 41 years,
S/o. Chikkappaiah,
Residing at: Marasandahalli Village,
Nandagudi Hobli, Hosakote Taluk,
Bengaluru Rural District.

(Ex-parte)

1. Date of institution of the suit : 23.06.2022
2. Nature of the suit : Specific Performance
3. Date of the commencement of the recording of the evidence : 25.09.2025
4. Date on which the Judgment was Pronounced : 04.04.2026
5. Total duration :

<u>Year/s</u>	<u>Month/s</u>	<u>Day/s</u>
03	09	12

JUDGMENT

The plaintiff has filed this suit against the defendant for the relief of specific performance of contract to enforce the unregistered agreement of sale dated 18.01.2019 and costs.

2. In nutshell plaintiff case is that:-

- 2.1. Defendant has entered into an agreement of sale dated 18.01.2019 with plaintiff agreeing to sell the property bearing E-Khatha No.1503004015 00520018 Gram Panchayath Property No 74 measuring East to West 12.192 mtrs and North to South 12.192 (40X40 feet) situated Hethakki Grama Marasandahalli Village, Nandagudi Hobli, Hosakote Taluk, Bangalore Rural District bounded by East: Remaining property belongs to the seller; West: Govt. Sites; North: Property of Akkalappa and South: Property of Appalappa

(**‘Suit Schedule Property’**, for brevity) for a total sale consideration of Rs.5,00,000/-. He has received a sum of Rs.3,00,000/- by way of cash as part payment of the sale consideration and agreed to receive the balance sale consideration of Rs.2,00,000/- by executing the registered sale deed in favour of plaintiff. The plaintiff has been ready and willing to perform his part of contract. But the defendant has failed to perform his part of the contract as per the agreement of sale. Therefore, the plaintiff got issued legal notice dated 08.03.2021 to the defendant calling upon him to execute sale deed. In spite of that, the defendant neither replied and nor comply the same. Hence, the present suit for above said relief.

3. In pursuance to the summons issued by this Court, the defendant remained absent and he has been placed exparte.

4. On the basis of plaint averments and documents, the points that would arise for consideration are:

1. Whether the plaintiff proves the execution of the unregistered agreement of sale dated 18.01.2019 by defendant in respect of suit property agreeing to sell the same for

Rs.5,00,000/- and receipt of earnest amount of Rs.3,00,000/-?

2. Whether the plaintiff proves that he always and ever willing to perform the contract?
3. Whether the plaintiff is entitled for relief claimed in the suit?
4. What order or decree?

5. In order to establish the plaintiff's case, the plaintiff himself examined as PW.1 and two witness as PW.2 and PW.3 and Exs.P1 to 8 marked and closed his side.

6. Heard the arguments of Learned Counsel for the plaintiff and meticulously perused the material on record.

7. My findings to the above said points are as follows:

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 and 2:** Since these two points are interlinked they are taken up together for common discussion to avoid repetition of appreciation of facts and discussion. The plaintiff has filed the present suit for specific performance of agreement dated

18.01.2019. According to the plaintiff, the defendant being the absolute owner of the suit schedule property entered into an agreement with him on 18.01.2019 for selling the same for a total consideration Rs.5,00,000/-. He has received a sum of Rs.3,00,000/- by way of cash as part payment of the sale consideration and agreed to receive the balance sale consideration of Rs.2,00,000/- by executing the registered sale deed in favour of plaintiff. The plaintiff is ready and willing to perform his part of contract and defendant failed to perform his part of obligation. He finally got issued a legal notice dated 08.03.2021 calling upon the defendant to execute the sale deed. In spite of that, the defendant neither replied and nor comply the same. In order to substantiate this, the plaintiff himself examined as PW-1 by filing affidavit evidence. In the course of affidavit evidence, PW-1 has reiterated the contentions taken in the course of the plaint. Therefore, I need not recapitulate those facts again at this stage. He examined two witness as PW.2 and PW.3. To corroborate oral evidence the plaintiff produced 6 documents, which are marked as

- ◆ Ex.P1 : Original unregistered Agreement of Sale dated 18.01.2019;
- ◆ Ex.P1(a) : Signature of PW.1;
- ◆ Ex.P1(b) : Signature of defendant;
- ◆ Ex.P1(c) : Signature of PW.2;
- ◆ Ex.P1(d) : Signature of PW.3;

- ◆ Ex.P2 : Deficit stamp duty and penalty paid receipt;
- ◆ Ex.P3 : Office copy of legal notice dated 08.03.2021;
- ◆ Ex.P4 : Postal receipt;
- ◆ Ex.P5 : Postal Acknowledgment;
- ◆ Ex.P6 : Form No.11B of property bearing No.74 of Marasandahalli Village;
- ◆ Ex.P7 : Certified copy of Tax Assessment Register extract of property bearing No.26/139/74 of Marasandahalli Village;
- ◆ Ex.P8 : Certified copy of Tax Demand Register extract of property bearing No.26/139/74 of Marasandahalli Village;

9. The learned counsel for the plaintiff argued that the documentary evidence produced by the plaintiff clearly shows that the defendant has executed agreement of sale by receiving substantial amount from the plaintiff. The plaintiff has been ready and willing to perform his part of contract. But the defendant failed to perform his part of the contract as per the agreement of sale. The case of the plaintiff unchallenged. As such, he prayed to decree the suit.

10. Now, let me examine the documentary evidence placed on record. A perusal of Ex.P6/Form No.11B of property bearing No.74 of Marasandahalli Village; Ex.P7/Certified copy of Tax

Assessment Register extract of property bearing No.26/139/74 of Marasandahalli Village and Ex.P8/Certified copy of Tax Demand Register extract of property bearing No.26/139/74 of Marasandahalli Village shows that the defendant is the absolute owner of the suit property having acquired by inheritance.

11. A perusal of Ex.P1/Agreement of Sale dated 18.01.2019 shows that the defendant being an owner of the suit property entered into an agreement of sale on 18.01.2019 with plaintiff agreeing to sell the suit property for a total sale consideration of Rs.5,00,000/- and received a sum of Rs.3,00,000/- as part payment of the sale consideration. As per Section 49 of the Indian Registration Act, 1908, in a suit for specific performance, unregistered agreement of sale could be received in evidence. In view of above, there is no impediment to look into and rely upon this document to examine the case of the plaintiff.

12. In order to prove the contents of agreement, the plaintiff got examined two attesting witnesses as PW.2 and PW.3. A perusal of testimony of PW.2 and PW.3, they have categorically deposed that on 18.01.2019 the defendant had executed an agreement of sale infavour of the plaintiff and received an amount of Rs.3,00,000/- from the plaintiff towards part sale consideration regarding the sale of the suit property. After understanding the contents of the agreement, the plaintiff and defendant signed on it.

They have signed the agreement as witness. On summarizing the testimony of PW.1 to PW.3 and Ex.P1, what is forthcoming is that the defendant entering into agreement as per Ex.P1 with the plaintiff appears to be probable.

13. So far as readiness and willingness concern, it is settled law that the readiness and willingness refer to the state of mind and conduct of the purchaser, as also his capacity and preparedness of the other. One without the other is not sufficient. Even in the absence of the defence put forth, the plaintiff is required to prove his readiness and willingness. A perusal of Ex.P3/Office copy of legal notice dated 08.03.2021 and Ex.P5/Postal Acknowledgment shows that, the plaintiff got issued the notice within reasonable time by calling upon the defendant to perform his part of obligation under the agreement of sale and the said notice was duly served upon the defendant. It is settled law that in a suit for specific performance the conduct of the parties should be evaluated. In the case on hand, the defendant remained absent and testimony of PW.1 to PW.3 and Ex.P1 to 8 remained unchallenged. The conduct of the defendant is sufficient to prove the case of the plaintiff. Therefore, the plaintiff has discharged his burden of pleading and proving the readiness and willingness as required under Section 16(c) of the Specific Relief Act,1963. Accordingly, I answer point No.1 and 2 in the '**Affirmative**'.

14. **Point No.3:** The relief of specific performance is an equitable relief. It is founded on the principle that the parties to a contract must be entitled to the benefits from the contracts entered into by them. However, if the terms or the nature of that contract entitles the parties to terminate the contract, there would be little purpose in directing specific performance of that contract. Plainly, no such relief can be granted in equity. In the case on hand the defendant remained absent and had not taken any efforts to substantiate his case. The feint of the defendant cannot be bearable. As is evident, the plaintiff has paid the major portion of the sale consideration amount to the defendant. Thus, in the case on hand, I do not think that there is nothing remains to be performed by the plaintiff as per the terms of Ex.P1. In view of above discussion, there is nothing to show that equity favours the defendant and relief of specific performance should be denied. Considering all the above, in my considered opinion, it is a fit case to grant decree for specific performance in favour of the plaintiff. Accordingly, I answer point No.3 in the '**Affirmative**'.

15. **Issue No.4:-** In view of reasons and discussion arrived at issue No.1 to 3, I proceed to pass the following:

ORDER

Suit of the plaintiff is hereby decreed with costs.

Consequently, the defendant is directed to execute registered sale deed in favour of the plaintiff in respect of suit schedule property within sixty days from today.

Failing which, the plaintiff is at liberty to get the sale deed executed through the process of the Court according to law.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed, computerized by her, revised and signed by me and then pronounced in the open court on this the 4th day of April, 2026.)

(Satisha B.)
Prl. Civil Judge & JMFC.,
Hosakote

ANNEXURE**List of witness examined by plaintiff:-**

PW.1 – Sri. V. Lakshmi Narayana;

PW.2 – Sri. Kariyappa;

PW.3 – Sri. Sanjeevgowda.

List of documents exhibited for plaintiff:-

- Ex.P1 : Original unregistered Agreement of Sale dated 18.01.2019;
- Ex.P1(a) : Signature of PW.1;
- Ex.P1(b) : Signature of defendant;
- Ex.P1(c) : Signature of PW.2;
- Ex.P1(d) : Signature of PW.3;
- Ex.P2 : Deficit stamp duty and penalty paid receipt;
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- Ex.P4 : Postal receipt;
- Ex.P5 : Postal Acknowledgment;
- Ex.P6 : Form No.11B of property bearing No.74 of Marasandahalli Village.
- Ex.P7 : Certified copy of Tax Assessment Register extract of property bearing No.26/139/74 of Marasandahalli Village;
- Ex.P8 : Certified copy of Tax Demand Register extract of property bearing No.26/139/74 of Marasandahalli Village;

List of witness examined by defendant:-

-NIL-

List of documents produced by defendant:-

-NIL-

List of witness examined on behalf of Court:

-NIL-

List of documents produced on behalf of Court:

-NIL-

**Prl. Civil Judge & JMFC.,
Hosakote**

04.04.2026
Pltf.: By Sri. K.R.A adv.
Def.: exparte
Judgment

**// Judgment pronounced in the open Court //
(Vide separate Judgment)**

ORDER

Suit of the plaintiff is decreed with costs.

Consequently, the defendants are permanently restrained from interfering with plaintiff possession and enjoyment of the suit property.

Draw decree accordingly.

**Prl. Civil Judge & JMFC.,
Hosakote.**

