

IN THE COURT OF THE SUB JUDGE, CHAVAKKAD

Present :- Sri.V. Vinod, Sub Judge

Monday, the 30th day of September, 2024/8th Aswina, 1946

O.S.148/2023

Plaintiff:-

Shiji Devarajan, aged 43 years,
D/o. Areekkara Chandran & Vettiyare Devarajan,
Mullassery Village, Desom,
P.O. Mullassery, Chavakkad Taluk – 680 509.

By Adv. C. Subashkumar

Defendant:-

Jayalal D., aged 54 years,
Krishnakripa, S/o. Divakaranpilla,
Chavakkad Village, Paluvay Desom,
P.O. Paluvay, Chavakkad Taluk – 680 522.

Exparte.

Suit is coming on 11.09.2024 for hearing before me in the presence of counsels for plaintiff and having stood over for consideration till this day, the court delivered the following :-

JUDGMENT

The suit is one for return of advance money.

2. The plaint A schedule property belongs to the defendant. The plaint B schedule property belongs to the plaintiff. The plaintiff agreed to purchase the plaint A schedule property for Rs. 40,00,000/- and the defendant agreed to purchase the B schedule property for Rs. 25,00,000/-. An agreement was entered into between the parties on 19.01.2023. The defendant has failed to perform his part of the contract and there is liability for the A schedule property. For the balance sale consideration of Rs. 15,00,000/- altogether Rs. 8,35,198/- was paid by the plaintiff to the defendant. The defendant did not perform his part of the contract. Hence the suit.

3. The suit was originally filed for specific performance of contract and in

the alternate for return of advance money. The defendant did not appear. He was called absent and was set ex-parte. When the case was posted for evidence, the plaintiff relinquished the claim for specific performance and restricted the same to return of advance money.

4. The plaintiff filed chief affidavit and Exts. A1 to A12 were marked. From the affidavit and documents the plaintiff claim stands proved.

In the result,

- a) The suit is decreed and the plaintiff is entitled to realize from the defendant Rs. 8,35,198/- with 9% interest from the date of the suit till the date of the decree, thereafter the interest shall be at the rate of 6% per annum.
- b) The plaintiff is entitled to get proportionate costs.

(Dictated to the Confidential Assistant, transcribed by her, corrected and pronounced by me in open court, on this the 30th day of 2024).

Sd/-
V. VINOD,
SUB JUDGE.

A P P E N D I X

Plaintiff's Witnesses:- Nil

Defendant's Witnesses:- Nil

Plaintiff's Exhibits:-

- | | | |
|---------|-------------|--|
| Ext.A1. | 19.01.2023. | Original property exchange Karar. |
| Ext.A2. | 14.07.2023. | Original Register Lawyer notice. |
| Ext.A3. | 14.07.2023. | Original Postal receipt. |
| Ext.A4. | 19.07.2023. | Acknowledgment card. |
| Ext.A5. | 18.07.2023. | Petition submitted by plaintiff to defendant before SHO., Chavakkad and its receipt. |

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| Ext.A6. | - | Photo copy of Encumbrance certificate of petition A schedule property from 01.01.2000 to 22.06.2023. |
| Ext.A7. | - | Photo copy of Encumbrance certificate of petition A schedule property from 01.06.2000 to 10.07.2020. |
| Ext.A8. | 07.04.2023. | Photo copy of receipt worth Rs. 5000/- from Bhavanam Villas & Apartments Residence Association. |
| Ext.A9. | 07.04.2023. | Receipt of maintenance charge for the month of March & April 2023 from Bhavanam Villas & Apartments Residence Association. |
| Ext.A10. | 09.05.2023. | Receipt of maintenance charge for the month of May 2023 from Bhavanam Villas & Apartments Residence Association. |
| Ext.A11. | 05.06.2023. | Receipt of maintenance charge for the month of June 2023 from Bhavanam Villas & Apartments Residence Association. |
| Ext.A12. | 05.07.2023. | Receipt of maintenance charge for the month of July 2023 from Bhavanam Villas & Apartments Residence Association. |

Defendant's Exhibits:- Nil

Sd/-
SUB JUDGE.

/true copy/

By Order,

Sheristadar.

Copied by : PPA
Compared by