

**IN THE COURT OF THE PRL. SENIOR CIVIL JUDGE AND
CJM, DHARWAD**

PRESENT

**Sri. Venkanna B. Hosamani,
B.Com., LL.B.,(Spl.)
Prl. Senior Civil Judge and
CJM., Dharwad.**

O.S. No.249/2023

Dated this 23rd day of June, 2026

PLAINTIFF/S : Sri. Parappa S/o. Channappa Gamannavar.

-Vs-

DEFENDANT/S : 1. Sri. Mallappa S/o. Rajappa Devappanavar
and others.

Parties to I.A. No.6

Applicant : Smt. Shruti D/o. Nijaguni Kotur
(Ori.Def. No.2)

(By Sri P.F. Guttal., Adv.,)

-Vs-

Opponent : Sri. Parappa S/o. Channappa Gamannavar
(Ori.Pltf.)

(By Sri. S.V. Patil, Adv.,)

ORDER ON I.A. No.6 FILED U/s 151 OF CPC

That the applicant / defendant No.2 has filed I.A No.6 U/s
151 of CPC seeking permission to cancel the agreement of sale

executed on 27/04/2023 pertaining to Sy. No. 573/1 by the defendant No.1 registered in DWR-1-00966-2023-24 at C.D No. DWRD1510 in favour of defendant No.2 in the interest of justice and equity.

2. In the annexed affidavit, the applicant / defendant No.2 has contended that, the defendant No.1 has agreed to sell his property bearing Sy. No. 573/1 measuring 06 acres 02 guntas out of which 02 acres of land. Further, he has contended that he has agreed to purchase the same for sale consideration of Rs.26,00,000/- and paid Rs.16,00,000/- as earnest money to the defendant No.1 and the defendant No.1 has executed the agreement of sale in his favour. Further, he has contended that after receipt of notice of the suit, he has contacted the defendant No.1 and told him that he has not interested to purchase the land which is in dispute and defendant No.1 is also agreed to return the earnest money. Hence, he prayed to allow the application.

3. The counsel for the plaintiff has filed written objections and opposed the said application and requested to reject the application.

4. Heard the arguments on both the sides and examined the materials placed on record.

5. The following points have arisen for consideration,

1. Whether the defendant No.2 has made out sufficient grounds to allow his application?

2. What order?

6. The points have been answered as under;

Point No.1 : In the Affirmative

Point No.2 : As per the final order
for the following

: REASONS :

7. **Point No. 1:** Admittedly, the defendant No.2 is one of the party in this suit. It is the case of the defendant No.2 is that the defendant No.1 intend to sell his property bearing Sy. No. 573/1 measuring 06 acres 02 guntas out of which 02 acres of land. Further, it is the case of the defendant No.2 that after

service of notice, he has contacted the defendant No.1 and told him that he is not interested to purchase the said land and the defendant No.1 has agreed to repay the earnest money.

8. The defendant No.2 in his affidavit has clearly stated that he is residing at Bengaluru and he is not interested to purchase the said property as there is a dispute with regard to the suit property and also he is unable to attend the Court on each and every date of hearing. Such being the case, I am of the opinion that, if the application is allowed and defendant No.2 is permitted to cancel the agreement of sale executed by the defendant No.1, no harm or injury or much hardship will be cause to the plaintiff. On the other hand, it is helpful to the plaintiff. Considering all these facts and circumstances of the case, I am of the opinion that the defendant No.2 has made out sufficient grounds to allow the application. Accordingly, I answered point No.1 in **Affirmative**.

9. **Point No.2:** That for the reasons discussed supra, the following :

: ORDER :

The I.A. No.6 filed by the defendant No.2 U/s
151 of CPC is hereby allowed.

The defendant No.2 is permitted to cancel the
agreement of sale executed on 27/04/2023
pertaining to Sy. No. 573/1 by the defendant No.1
registered in DWR-1-00966-2023-24 at C.D No.
DWRD1510 in favour of defendant No.2.

*(Dictated to the Stenographer, transcribed and computerized by him,
script corrected and then pronounced by me in the Open Court on this
the 23rd day of June, 2026)*

(Venkanna B. Hosamani)
Prl. Senior Civil Judge & CJM.,
Dharwad.