

IN THE COURT OF THE I ADDITIONAL SENIOR CIVIL JUDGE &
J.M.F.C., HUBBALLI

Present:

SMT. SARVAMANGALA K.M.,
B.A. LL.B.,
I Additional Senior Civil Judge and JMFC.,
Hubballi.

O.S. No.356/2025

Dated this the 03rd day of February, 2026

Plaintiff/s : Allasab S/o Jamalsab
Jamalsabnavar.

.Vs.

Defendant/s : Syed Tanveer S/o Hayatsab
Kittur and others.

PARTIES TO I.A. No.III

Applicant/s : Allasab S/o Jamalsab
Jamalsabnavar.

.Vs.

Opponent/s : Syed Tanveer S/o Hayatsab
Kittur and others.

- i. Provision under which : Under Order XI Rule 14 R/w
application is filed Sec.151 of CPC
- ii. Relief sought for : Seeking an order to direct the
defendant to produce the
documents
- iii. The date on which : 15.10.2025
application is filed

- iv. *Number of the application : III*
- v. *The date on which objections are filed by different opponents : 04.11.2025*
- vi. *The date on which orders were passed on the said application : 03.02.2026*

ORDERS ON I.A. No.III

The counsel for plaintiff has filed an application under Order XI Rule 14 of C.P.C., seeking an order to direct the defendant to produce the documents i.e., notarized agreement of sale dated:02.11.2021 entered into between the plaintiff and defendant, notarized agreement of sale dated:19.11.2022 entered into between the plaintiff and defendant and statement of account of the defendant in for the period from 2021-22 to 2022-23, 2023-24 and 2024-25 Bandhan Bank, Keshwapur, Hubballi and Union Bank of India, Keshwapur, Hubballi.

2. *The defendants have filed objection to the said application.*

3. *I have heard the arguments canvassed by both counsel.*

4. *The following point is arises for disposal off the application.*

“Whether direction as prayed for can be issued ?”

5. *My finding to the above point in the partly affirmative, for forgoing;*

REASONS

6. In the annexed affidavit the plaintiff has averred that, the plaintiff has filed this suit for cancellation / quashing of the sale deeds in respect of the suit property i.e., sale deed dated:24.04.2025 executed by the plaintiff in favour of the defendant No.1 which is registered with the Sub-Registrar, Hubballi (North) and the sale deed dated:05.06.2025 executed by the defendant No.1 in favour of the defendant No.2 to 4 which is registered with the Sub-Registrar, Hubballi (North). It is further submitted that plaintiff is the owner of the suit property. After prolong negotiations, he has agreed to sell suit property at the rate of Rs.26,00,000/- per acre for total consideration amount of Rs.68,25,000/- for total 2 Acres 25 guntas. Accordingly a Notarized Agreement of Sale is came to be executed in favor of the Defendant No.1 on 02.11.2021 by receiving an amount of Rs.5,00,000/- towards earnest money. The said Agreement of Sale is duly notarized and registered in the Notary Public Register of Mr.M.A.Shivalli under Document No.2510 on 02.11.2021. That the defendant No.1 succeeding in convincing him saying that, he shall keep with him the said original sale deed and handed over the custody of the xerox copy of the same. So also a notarized agreement entered into between him and the defendant on 19.11.2022 original of which also the defendant succeeded in keeping with him. Hence, this original document is in the custody of the defendant No.1. Even though there was bar under Law by it is specifically agreed that, the Defendant shall get register the Agreement of sale dated:02.11.2021 on 16.12.2021 by making

payment of additional earnest money of Rs.20,00,000/- Accordingly on 19.11.2021, the Defendant No.1 has got executed fresh Agreement of Sale before the Public Notary Sri. M.A. Shivalli, which bearing Notary Registration No.2661 by making payment of additional earnest money of Rs.20,00,000/- apart from earnest money of Rs.5,00,000/- paid on 02.11.2021. The Defendant has totally paid an amount of Rs.25,00,000/- as earnest money out of the total agreed sale consideration amount of Rs.68,25,000/- on 19.11.2021. At the time of entering into said Fresh Agreement of Sale, it is specifically agreed by the Defendant No.1 that he shall get execute the Final Registered Sale Deed within 4 months i.e., on or before 01.04.2022 without fail. In the said both agreements there are no condition precedent imposed on plaintiff to execute the sale deed as per the requirement of the Defendant No.1 and time was the essence of the contract, to get execute the sale deed under the said Agreement of Sale. By both the Agreement of Sale it was specifically agreed by the Defendant No.1 that, on his failure to get execute the sale deed, the agreement of sale automatically stands terminated/ canceled and the earnest money and automatically forfeited to plaintiff.

It is further submitted that at the time of entering into fresh unregistered notarized Agreement of sale dated:19.11.2021 on the very day, the Defendant No.1 has represented before plaintiff that, to avoid the stamp duty and also stamp duty of the Final Registered Sale Deed and also Agreement of sale, he shall get registered the sham, nominal and notional agreement

of sale for the sale consideration amount of Rs.8,00,000/- only. At the same time, the Defendant No.1 has also promised and represented him that, the said registered Agreement of sale is only a sham and nominal one and same cannot be acted upon and also cannot be enforced against him. He is bound by the unregistered duly notarized Agreement of Sale dated: 02.11.2021 and 19.11.2021, which shall be real and true Agreements of Sale. The Defendant No.1 has also promised and agreed that, he will get register the final Registered Sale Deed at his cost and risk by making payment of balance sale consideration of Rs.43,25,000/- on or before 01.04.2022 as agreed upon, thereby the Defendant No.1 made him to believe in the words, representations, promises and assurances, greed to execute the sham nominal and notional agreement of sale for Rs.8,00,000/- which is registered at Document No.7638. Under the said Agreement of sale, the he never received any earnest money as alleged, as the same is nominal and notional voidable agreement of sale. The Defendant No.1 was stopped from act upon the said registered agreement of sale and also he is bound by unregistered duly notarized Agreement of Sale dated:02.11.2021 and 19.11.2021. As such the alleged registered Agreement of sale is voidable one his option and the same cannot be enforced. The Defendant No.1 did not come forward to get execute the registered sale deed on or before 01.04.2022 by making payment of balance sale consideration amount of Rs.43,25,000/- from him. He has failed to perform his part of the contract without any cause or reason. The defendant

No.1 has not issued a crossed single cheque to him but he has by presenting the same encashed the said cheques, by showing that the said amount is withdrawn by him, by taking his thumb impression overleaf the cheque and he has asked him to come to the Bank and make a drama that, he has only withdrawn the amount. This act is the strict proof and evidence for proper adjudication, as to how the defendant No.1 has cheated and committed fraud against him, he has taken undue advantage of his illiteracy and lack of knowledge regarding the banking system. The defendant No.2 to 4 might have issued crossed cheques to defendant No.1. Said cheques have been credited to the defendant No.1 accounts, but this act is not with plaintiff. So it is very essential to enlighten as to how cheques are misused by the defendant No.1 against him. If Bank statement of both the persons plaintiff and defendants presented before the Court, Court can come to the conclusion, very easily to detect the fraud and give justice to him.

It is further submitted that the documents called for from the defendants are very much important and material. The defendants are either in custody of the said documents, or they are able to get the same from the Bank. The defendants have intentionally not produced those documents, with a fear of coming the truth before the Court. If the documents sought for are not called for plaintiff will be put to great injustice and he will be deprived off providing his case. Hence, prayed to allow the application.

7. The objections of the defendants is that, the affidavit annexed to this application is totally false, frivolous, vexatious

and besides being malicious one. The Plaintiff has not approached to this Court with the clean hands. On the other hand, Plaintiff has pleaded false hood story totally and there is not even a slightest mushroom and iota of truth and honesty in the alleged contentions and this defendants are deny the same in toto. That there is no such alleged documents are existence as on the date and in possession of Defendant No.1. Hence, the question of production of the alleged documents are doesn't arose. The registered sale deed and registered agreement of sale is executed by the plaintiff in favor of defendant No.1 for the sale consideration amount shown in the sale deed and agreement of sale and handover the possession. Hence, the document sought by the Plaintiff in this application is not at all in existence nor in the custody of this defendant No.1.

It is further contended that the Plaintiff without proceed in the matter with an oblique intention to harass and grab the money from the defendants got filed the applications on false and flimsy grounds and due to adjournments defendants are fed up and failed to get the Justice. Hence, prayed to dismiss the application.

8. On perusal of the above said materials available on record it is noticed to the Court that after filing the present application the counsel for defendants filed bank statement pertains to Union Bank of India and also Bandhan Bank. But, they have specifically denied in its objection that the document which has sought by the plaintiff under the above said I.A. Sl. No.1 and 2 are not in existence as on the date and in possession of Defendant No.1. When the defendants have

denied the possession of the alleged document question of issuance direction to the defendant to produce the same does not arise at all.

9. Therefore, the application filed by the plaintiff is partly not maintainable. Therefore, this Court is of the opinion that the application filed by the plaintiff is deserves to be partly allowed and I answer the **point No.1 in the party affirmative**. Hence, I proceed to pass the following:

ORDER

I.A. No.III filed by the plaintiff under Order XI Rule 14 of C.P.C. is hereby partly allowed in respect of bank statements is concerned.

So far as, the notarized agreement of sale dated:02.11.2021 said to have been entered into between the plaintiff and defendant and notarized agreement of sale dated:19.11.2022 entered into between the plaintiff and defendant is hereby rejected.

No order as to costs.

(Dictated to the Stenographer directly on computer, script corrected and then pronounced by me in the Open Court on this the 03rd day of February, 2026)

sd/-

(Smt. Sarvamangala K.M.)
I Addl. Senior Civil Judge and JMFC.,
Hubballi.