

KAHS400001532025



Presented on : 25-01-2025
Registered on : 25-01-2025
Decided on : 18-03-2026
Duration : 1 year 1 month 24 days

**IN THE COURT OF THE SENIOR CIVIL JUDGE &
JMFC, ARSIKERE**

DATED THIS THE 18th DAY OF MARCH 2026

**Present: Sri.Kirankumar D.Wadigeri, B.A.L., L.L.B.,
Senior Civil Judge & JMFC.,
Arsikere.**

O.S. No.25/2025

Plaintiff : Sri.Nanjundeshwara K. Y.
S/o Late Yallappa
Aged about 40 years,
R/o Kurubarahalli, Kasaba Hobli,
Doddaballapura.

(By Sri B.M.P., Advocate)

-V/s-

Defendants: 1) Smt.Sunandamma
W/o Late Renukamurthy
Aged about 60 Years

- 2) Sri.Thontaradhya
S/o Late Renukamurthy
Aged about 35 Years
- 3) Smt.Rakshitha
W/o Thontaradhya
Aged about 26 years
- 4) Sri.Kirankumar
S/o Late Renukamurthy
Aged about 34 years

All are R/o Gandasi Village,
Gandasi Hobli, Arsikere Taluk,
Hassan District.

(Exparte)

Date of Institution of the suit	25.01.2025						
Nature of the suit	Specific Performance of contract						
Date of commencement of recording of the evidence.	18.10.2025						
Date on which the Judgment was pronounced	18.03.2026						
Total Duration:	<table><tr><td><u>Year/s</u></td><td><u>Month/s</u></td><td><u>Day/s</u></td></tr><tr><td>01</td><td>01</td><td>24</td></tr></table>	<u>Year/s</u>	<u>Month/s</u>	<u>Day/s</u>	01	01	24
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(Kirankumar D.Wadigeri)
Senior Civil Judge &JMFC.,
Arsikere.

J U D G M E N T

The plaintiff has filed the suit for specific performance of contract on the basis of registered sale agreement dated 24.02.2021 and for such other reliefs.

2. **It is the case of the plaintiff that,** the 1st defendant has acquired the suit property under the registered sale deed dated:20.10.2010 from its previous owner and hence, she being the absolute owner and in possession of the suit property and accordingly her name got mutated in the revenue records. The 1st defendant and her deceased husband Sri.Renukamurthy have approached him and offered to sell the suit property during the month of 2020 for their legal necessity. Further the defendants have agreed to sell the suit property in his favour for total consideration amount of Rs.20,00,000/-. The defendants have received a sum of Rs.2,00,000/- on 25.12.2020, Rs.2,00,000/- on 30.12.2020, Rs.2,00,000/- on 10.01.2021, Rs.2,00,000/- on 15.01.2021, Rs.2,00,000/- on 22.01.2021, Rs.2,00,000/- on 28.01.2021, Rs.2,00,000/- on 02.02.2021, Rs.2,00,000/- on 18.01.2021 and Rs.2,00,000/- on 24.02.2021 by way of cash and thus they had received total consideration amount of Rs.18,00,000/- out of total

consideration amount of Rs.20,00,000/- and all the defendants including deceased Sri.Renukamurthy have entered into registered sale agreement dated:24.02.2021 and same was registered before the Sub-Registrar office, Arsikere and they have all agreed to execute the registered sale deed within 11 months of the said agreement. Further it is recited in the sale agreement that the defendants for their legal and family necessity and to clear the debts and to improve the SRS bakery business, they have entered into sale agreement. Since then the plaintiff has requested and demanded the defendants to execute the registered sale deed as per the terms and conditions of the sale agreement. But they have postponed the same for one or the other reasons. That he is/was always ready and willing to perform his part of contract but the defendants have not shown any interest to execute the registered sale deed. Then he issued the legal notice through his counsel on 19.02.2024 and demanded to execute the registered sale deed. In spite of service of said notice, the defendants have not come forward to execute the registered sale deed and also the defendants are trying to alienate the suit property in favour of 3rd persons. Hence, he filed the suit.

3. In spite of service of suit summons, the defendants have not appeared before the Court and hence, they have been placed *ex parte*.

4. On the basis of the above pleadings this Court has framed the following:

POINTS

- 1) Whether the plaintiff proves that, the defendant No.1 being the owner in possession of the suit property and she and other defendants including deceased Sri.Renukamurthy have agreed to sell the suit property for a sum of Rs.20,00,000/- and received Rs.18,00,000/- by way of cash on different dates and executed the registered sale agreement on 24.02.2021 agreed to execute the registered sale deed within 11 months of the sale agreement?
- 2) Whether the plaintiff further proves that he is/was always ready and willing to perform his part of the contract?
- 3) Whether the plaintiff is entitled for specific performance of contract?
- 4) What order or decree?

5. In order to prove his case, the plaintiff himself and one of the attesting witnesses to the sale agreement got examined as PW.1 and PW.2 and the documents got marked as per Ex.P-1 to P-9.

6. Heard the arguments and perused the oral and documentary evidence of the plaintiff.

7. My findings on the above 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 the final order
for the following:**

REASONS

8. **Point Nos.1 to 3** : All the points are inter-connected with each other. Hence, in order to avoid repetition of facts and evidence, all the points are taken together for consideration at one stretch.

9. The plaintiff has filed his affidavit and himself got examined as PW.1 by reiterating the contents of his plaint. He has produced documents as per Ex.P.1 to P.9. Ex.P.1 is the original registered sale agreement dated 24.02.2021 alleged to have been executed by the defendants including deceased Sri.Renukamurthy in favour of the plaintiff in respect of suit schedule property. The recitals of the said document clearly establishes that the defendants and Sri.Renukamurthy had already received Rs.18,00,000/- towards earnest

consideration amount by way of cash on different dates. Further it is recited that for their legal and family necessity and to improve the SRS bakery business, they were intending to sell the suit property. Ex.P2 is the RTC extract of the suit land standing in the name of 1st defendant. Ex.P3 is the mutation register extract. Ex.P4 is the registered sale deed dated:20.10.2010 which shows that the defendant No.1 has purchased the suit property from one Sri.Somanna S/o Revannaiah and his son Sri.Dilip. Ex.P5 is the office copy of legal notice dated:19.02.2024. Ex.P6 to P9 are the postal acknowledgments which all shows that legal notice issued by the plaintiff has been duly served to all the defendants.

10. As per Ex.P4, the defendant No.1 became the absolute owner in possession of the suit property and subsequently for their legal and family necessity, all the defendants and husband of 1st defendant by name Sri.Renukamurthy have entered into sale agreement as per Ex.P1 and they have already received major consideration amount of Rs.18,00,000/- towards earnest consideration amount. Further as per Ex.P5, the plaintiff had issued the legal notice to all the defendants and shown his readiness and willingness to perform his part of contract and the said notice has been duly served to the defendants and they have

not replied for the said notice. Apart from that, the plaintiff by examining PW.2 who is one of the attesting witnesses to the sale agreement has also proved the due execution of the sale agreement as per Ex.P1 and the signature of PW.2 got marked as Ex.P1(a). So, in view of the above discussions, the plaintiff has proved his case and he is entitled for the relief of specific performance of contract on the basis of registered sale agreement dated 24.02.2021. Hence, my findings to **Point Nos.1 to 3 are in the Affirmative.**

11. **Point No.4** : In view of the reasons and findings given to Point No.1 to 5, the following is made:

ORDER

The suit filed by the plaintiff is hereby decreed with cost.

Accordingly, the plaintiff is entitled for the relief of specific performance of contract as per the terms and conditions of the sale agreement dated 24.02.2021 against the defendants in respect of the suit schedule property.

Further the defendants are directed to execute the registered sale deed in favour of

plaintiff as per terms and conditions of the sale agreement dated 24.02.2021 in respect of the suit schedule property within 2 months from the date of the decree.

Draw decree accordingly.

(Dictated to the Stenographer, transcribed, computerized, print out taken by her, corrected, signed and then pronounced by me in the open Court on this the 18th day of March 2026)

(Kirankumar D.Wadigeri)
Senior Civil Judge & JMFC.,
Arsikere.

ANNEXURE

1) Witnesses examined on behalf of plaintiff:-

PW.1 : Sri.Nanjundeshwara.K.Y
PW.2 : Sri Vijaykumar T.S

2) Documents exhibited on behalf of plaintiff:-

Ex.P.1 : Registered sale agreement dated 24.02.2021
Ex.P.1(a) : Signature of PW.2
Ex.P.2 : RTC extract
Ex.P.3 : M.R extract
Ex.P.4 : Registered sale deed dated 20.10.2010
Ex.P.5 : Legal notice dated:19.02.2024
Ex.P6 to 9 : Postal acknowledgments

3) Witnesses examined on behalf of defendants:

-NIL-

4) Documents exhibited on behalf of the defendants:

-NIL-

**Senior Civil Judge & JMFC.,
Arsikere.**