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**IN THE COURT OF THE CIVIL JUDGE AND J.M.F.C AT
SHIGGAON**

Present: Ashwinichandrakanth
B.Sc., LL.B.
Civil Judge and J.M.F.C.,
Shiggaon.

Dated this the 04th day of July, 2026.

OS No.278/2024

Nagaraj S/o. Parasappa Mokashi,
Age: 41 years, Occ: Private Service,
R/o Ganesh Nagar, Madihal, Dharwad.

(By Sri.A.C.C., Advocate)

.... PLAINTIFF

V/s.

Subhaschandra S/o. Shiddappa Mukkannanavar,
Age: 40 years, R/o Lakkikoppa Village,
Tq: Shiggaon, Dist: Haveri.

(Defendant is placed exparte)

.... DEFENDANT

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Date of Institution of the :
suit 28.11.2024

Nature of the suit : Specific Performance of
Contract

Date of commencement :
of recording of evidence 19.03.2025

Date on which the
judgment was : 04.07.2026
pronounced

Total duration : Year/s Months Day/s
01 07 06

J U D G M E N T

The present suit is filed for the relief of Specific performance of contract against the Defendant to execute the sale deed of suit schedule property in favour of the plaintiff. Alternatively the Plaintiff prays for refund of Rs.2,14,000/- to the Plaintiff along with interest at the

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rate of 18% p.a. from the date of agreement till realization.

Description of the suit property:

The property involved in this suit is landed property bearing survey No.18/3 measuring 02 acres 01 gunta assessed at Rs.1.30 paisa. In this towards Eastern portion measuring 11 Guntas and the same is situated at Lakkikoppa village within the limits of Shiggaon Taluka Haveri District and the same is bounded by:

To the East	:	Public Road
To the West	:	Remaining portion of RS No.18/3
To the North	:	Road
To the South	:	Land owned by Fakkirappa.

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2. The facts of the case the plaintiff in actual are as follows:

It is submitted by the Plaintiff that, Defendant is the absolute owner and possessor of the suit property. Defendant is expressed his willingness to alienate the suit property because of his family necessity. The Plaintiff who is none other than son-in-law of the Defendant came forward to purchase the suit schedule property. The Defendant proposed value of suit property for some of Rs.2,00,000/- then Defendant agreed to purchase the suit schedule property. In turn Plaintiff and Defendant along with two sons and witnesses went to office of Sub-Registrar Shiggaon. Then, Defendant give instruction to the scribe and prepared agreement of sale as per the

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instructions and thereafter executed registered sale agreement on 26.06.2018 on that occasion as per the Defendant instruction Plaintiff has transferred an amount of Rs.60,000/- to the bank account of Defendant's son by name Govindaraja Subhash M. bearing Union Bank of India Account No.345102120001475. Further Plaintiff averred that he had transferred amount of Rs.10,000/- on 15.03.2017 and Rs.50,000/- on 18.03.2017. Defendant agreed to received remaining amount of Rs.1,40,000/- at the time of execution of sale deed. Meanwhile, Defendant for his family necessity received Rs.54,000/- by cash in the year 2019. Further Defendant received the amount of Rs.86,000/- for construction of his new house on 28.08.2023 through cheque bearing No.625902 of SBI.

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Therefore, Plaintiff has paid full consideration amount of Rs.2,00,000/- as mentioned above. Plaintiff further averred that Defendant for one or other reason postponed to execute sale deed. Hence, Plaintiff issued legal notice on 28.10.2024 and same is received by the Defendant on 29.10.2024. The Plaintiff has made full payment of sale consideration and he is ready to perform his part of contract. Hence, the suit.

3. In response of the suit summons, the defendant remains absent.

4. Heard the arguments of the learned counsel for the Plaintiff. On the basis of the plaint averments this court has framed the following points that arise for my consideration:-

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POINTS

- 1) Whether the Plaintiff proves that the Defendant offered to sell the suit schedule property and executed an agreement of sale for valuable consideration of Rs.2,00,000/- on 26.06.2018?
- 2) Whether the Plaintiff further proves that he has been ready and willing to perform his part of contract?
- 3) Whether the Plaintiff is entitled for the relief as claimed?
- 4) What order or decree?
5. In order to prove her case, the Plaintiff has examined as PW.1 and another one witness examined as PW.2 and got marked documents at Ex.P1 to Ex.P6 and

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closed his side evidence. Defendant has not lead his evidence.

6. Heard the arguments adduced by the learned counsel for Plaintiff.

7. This court answer to the aforesaid points are as follows:

Point No.1: In the Affirmative

Point No.2: In the Negative

Point No.3: In the Negative

Point No.4: As per final order for
the following: -

REASONS

8. **Points No.1:** It is the specific case of the Plaintiff that the Defendant is the owner and possessor of the suit property. The Defendant had executed a agreement of sale in favour of Plaintiff for receiving amount of Rs.50,000/- on 15.03.2017 and Rs.10,000/- on

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18.03.2017 before executing the registered sale agreement.

9. In order to prove his case, the Plaintiff has entered into witness box and examined as PW.1 and reiterated the plaint averments. The Plaintiff has produced Ex.P1 which is registered agreement of Sale Deed. On perusal of above said documents, it reveals that on 26.06.2018 the Defendant had executed registered agreement of sale for an amount of Rs.2,00,000/- and received an advance amount of Rs.60,000/-. On perusal of Ex.P1 the signature of Plaintiff and Defendant and Defendant's sons have shown.

10. In the instant case the agreement of sale deed was executed by the Defendant infavour of plaintiff. On

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perusal of Ex.P1 Defendant had received advance sale consideration on 15.03.2017 and 18.03.2017 an amount of Rs.60,000/-. The Plaintiff submitted that, Defendant had demanded Rs.54,000/- for his family necessity thereby Plaintiff has paid same amount in year 2019. Further Defendant demanded Rs.86,000/- for construction of his new house thereby Plaintiff has paid the same amount on 28.08.2023 through cheque No.625902 of SBI. In support of the said oral elements account statement is produced same is got marked Ex.P6 and P7.

11. Further on perusal of Ex.P6 and P7 Plaintiff has paid Rs.1,46,000/- to the Defendant. Plaintiff further contended that he had paid Rs.54,000/- cash on demand of Defendant for his family necessity in the year 2019.

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Therefore, Plaintiff has paid already paid Rs.2,00,000/- to the Defendant. Further Plaintiff has paid entire sale consideration in favour of Defendant. In the agreement of sale deed Ex.P1 it has been clearly mentioned that he has sold the land in question for his legal necessity. In support of the execution of registered sale agreement plaintiff has examined the one witness of the agreement of Sale i.e., PW2 who is scribe appeared before this court and deposed that the agreement of sale is executed in present of him and also identified the signature of himself and Defendant. On perusal of above said documents, it reveals that the plaintiff has issued legal notice and Defendant had not replied to the said notice. The Plaintiff has proved that execution of sale agreement.

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Accordingly, this Court answers Point No.1 is in Affirmative.

12. **Point No.2:** This point relates to the ready and willingness of the Plaintiff. Further on going through the recitals of Ex.P1 there is a specific condition that sale deed has to be registered within 3 years from the date of agreement of sale. For better appreciation of the evidence some portion of the recitals in Ex.P1 is extracted below:

"ಸದರ ಜಮೀನು ಖರೀದಿಯನ್ನು ಇಂದಿನಿಂದ 3(ಮೂರು) ವರ್ಷದ ಒಳಗಾಗಿ ಖರೀದಿ ಪತ್ರ ನೋಂದ ಮಾಡಿಕೊಳ್ಳಬೇಕು. ಖರೀದಿ ಪತ್ರ ಸ್ವಾಂಸ ವ ನೋಂದ ಫೀ ಖರ್ಚು ಪೂರಾ ನೀವೇ ಮಾಡಿಕೊಳ್ಳುವ ಕರಾರು ಇರುತ್ತದೆ. ಸದರಿ ಜಮೀನು ಪ್ರತ್ಯಕ್ಷ ಕಬಾವನ್ನು ಈ ಪತ್ರದ ಮೂಲಕ ಕೊಟ್ಟಿರುವುದಿಲ್ಲ. ಸದರ ಜಮೀನನ್ನು ಈ ಒಳಗಾಗಿ ಯಾರಿಗೂ ವತ್ತಿ ವಗೈರೆ ಬರಕೊಟ್ಟು ಪರಾಧೀನ

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ಮಾಡಿರುವುದಿಲ್ಲ. ಆದಾಗ್ಯೂ ಸದರ ಜಮೀನು ಮೇಲೆ ಯಾವುದಾದರೂ ಸಾಲದ
ಭೋಜಾ ಇದ್ದಲ್ಲಿ ಅವುಗಳನ್ನು ಖರೀದಿ ಪೂರ್ವದಲ್ಲಿಯೇ ಪೂರ್ಣ ತುಂಬಿ ಕಾಯ್ದಿರ
ಖರೀದಿ ಪತ್ರ ನೋಂದ ಮಾಡಿಸಿ ಕೊಡುತ್ತೇನೆ".

13. This averments in the agreement of sale deed expressly indicated that there is a fixation of time limit to execute sale deed. The explanation attached to clause (c) of Section 16 of Specific Performance of Contract clarified that in a contract involving the payment of money, the plaintiff need not actually deposit the money to the defendant, and that he must aver that he has performed, or is ready and willing to perform the contract. On perusal of Ex.P1 registered agreement of sale which consists of a specific condition that from this day within 3 years sale deed has to be executed. Here in this case the agreement

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was executed and registered on 26.06.2018. Further, Plaintiff had issued legal notice to the Defendant on 28.10.2024. This shows that Plaintiff had failed to prove the ready and willingness within stipulated period. As per the Article 54 of Limitation Act - 1963 the time limit for filing a suit for specific performance of contract. It sets a strict limitation period of 3 years.

14. This 3 years period begins from one of two following events:

1)if the date fixed for performance: if the contract specifies a date by which the agreement must be completed.

2) the date of refusal: which means if no specific date is fixed the time starts when the Plaintiff issued

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notice to the defendant and same is refused by the Defendant to perform the contract. Here in this case the contract date was fixed for performance of contract as on the date of registration of sale agreement itself. Therefore, the plaintiff has not sufficiently established his ready and willingness to perform his part of contract. **Accordingly, this Court answers Point No.2 in Negative.**

15. **Point No. 3:** The plaintiff has contended that the defendant had executed the agreement of sale infavour of plaintiff by receiving earnest money. The plaintiff has failed to show ready and willingness to perform his part of the contract in this case. Hence, the plaintiff is not entitled for specific performance decree.

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Accordingly, this court answer Point No.3 is in Negative.

16. **Point No.4** :-In view of findings to the above issues, this court proceed to pass the following.

ORDER

The suit of the Plaintiff for Specific Performance of Contract is hereby dismissed with cost.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, typed by her on computer, corrected by me and then pronounced in the open court on this the **04th day of July 2026**).

(ASHWINICHANDRAKANTH)
Civil Judge & JMFC,
Shiggaon.

ANNEXURE

THE LIST OF WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF:

PW.1 : Nagaraj S/o. Parasappa Mokashi

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PW.2 : Basavaraj N. Motebennur.

THE LIST OF WITNESSES EXAMINED ON BEHALF OF THE DEFENDANTS:

- NIL -

THE LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE PLAINTIFF:

Ex.P1 : Agreement of sale deed
Ex.P1(a) : Signature of Scribe
Ex.P1(b) & (c) : Signature of witnesses
Ex.P2 : RTC
Ex.P3 : Legal Notice
Ex.P4 : Postal receipt
Ex.P5 : Postal acknowledgment
Ex.P6 & P7 : Bank Statements.

THE LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE DEFENDANTS:

- NIL -

Sd/-

**(ASHWINICHANDRAKANTH)
Civil Judge & JMFC,
Shiggaon.**