

KAKL400047252025



Presented on : 09.12.2025
Registered on : 10.12.2025
Decided on : **01.08.2026**
Duration : 00 years, 7 months, 22 days

IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC.,
AT MULBAGAL

: **PRESENT** :

Sri. HARISH G., M.B.A. LLB.,
Prl. Civil Judge & JMFC., Mulbagal.

DATED THIS THE 1st DAY OF AUGUST, 2026.

O.S.No.619/2025

Plaintiff/s : **Sri. B.M. Ramesh,**
S/o Chikkamuniyappa,
Aged about 61 years,
Agriculturist,
R/a Manjunatha Colony,
Mulbagal town & taluk,
Kolar district.

(Reptd., by Sri.**N.S.**, Advocate)

-Vs.-

Defendant/s : Sri. H.V. Manjunatha,
S/o M. Venkataramappa,

Aged about 55 years,
Agriculturist,
R/a C. Hosahalli village,
Byrakur hobli,
Mulbagal taluk,
Kolar district.

(Exparte)

Date on which the plaint was presented	:	09.12.2025
Nature of the suit	:	Specific Performance of Contract
Date on which the evidence commenced	:	10.06.2026
Date on which the judgment pronounced	:	01.08.2026
Total duration	:	<u>Year/s</u> <u>Month/s</u> <u>Day/s</u> 00 07 22

(Harish G.)
Prl. Civil Judge & JMFC.,
Mulbagal.

JUDGMENT

The plaintiff has filed the present suit against the defendants for the relief of specific performance of an agreement of sale dated 20.07.2024 and for possession.

2. The brief facts of the plaintiff's case is as under;

It is averred that, the defendant is an absolute owner in possession and enjoyment of suit schedule property more-fully described in the plaint schedule, which was purchased by him vide registered sale deed dated 18.08.2018, offered to sell the suit schedule property. The plaintiff has accepted the said offer and was ready to purchase suit schedule property for a sale consideration amount of Rs.2,05,000/-. As such, the defendant has executed registered agreement of sale dated 20.07.2024 and received Rs.2,00,000/- as advance amount in the presence of witnesses and agreed to receive balance sale consideration amount of Rs.5000/- at the time of registration of sale deed. The plaintiff was ever ready and willing to perform his part of the contract. The defendant has not come forward to perform his part of contract. In spite of repeated demands, the defendant postponed to execute sale deed on one pretext or the other. The plaintiff got issued legal notice to the defendants on 09.06.2025. Though, said notice were served upon the defendant on 11.06.2025, has complied the demand made in the notice. Thus, the defendant has failed to perform his part of the contract. These factors, constrained the plaintiff to file present suit.

3. Even after receipt of summons, the defendant remained absent and was placed *exparte* vide order dated 31.01.2026. Even this court has referred the matter for mediation and then received report stating both parties are remained absent.

4. In order to prove his case, the plaintiff examined himself as PW.1 and got marked documents at Ex.P1 to P7. In support of oral testimony, the plaintiff has also examined an attesting witness and Deed-writer as PW.2 & 3 and closed his side. Per contra, no evidence adduced by the defendant as he was placed *exparte*.

5. Heard learned counsel for plaintiff and perused the pleadings, oral and documentary evidence placed on record.

6. On the strength of above pleadings, following points for consideration are framed;

1. Whether the plaintiff proves due execution of an agreement of sale dated 20.07.2024 executed by the defendant as alleged?
2. Whether the plaintiff further proves the payment of advance sale consideration of Rs.2,00,000/- as alleged?

3. Whether the plaintiff proves that, he is/was ever ready and willing to perform his part of contract?
4. Whether the plaintiff is entitled for the relief claimed for?
5. What order or decree?
7. The findings on above points are as under;

Point No.1	:	In the Affirmative
Point No.2	:	In the Affirmative
Point No.3	:	In the Affirmative
Point No.4	:	In the Affirmative
Point No.5	:	As per final order, for the following;

REASONS

8. **Point No.1**: The description of the suit schedule property is as follows;

SCHEDULE PROPERTY

The landed property situated at Chikuru Hosahalli village, Byrakur hobli, Mulbagal taluk., Kolar district., bearing Sy.No.31 and its MRH-1/2018-19, katha No.29, measuring 0.34 guntas and it is bounded on;

East by	:	G.S. Raghunatha Rao & G.S. Venugopal Rao's land
West by	:	H.P Srinivas Reddy land
North by	:	G.S. Raghunatha Rao & G.S. Venugopal Rao's land
South by	:	Kote Venkatarreddy's land

9. In order to discharge burden casted on him, the plaintiff examined himself as PW.1 and reiterated averments of the plaint in his examination-in-chief affidavit. In support of oral testimony, the plaintiff has produced Ex.P1, which is registered agreement of sale deed dated 22.07.2024 stated to be executed by the defendant in favour of the plaintiff in respect of suit schedule property for a total sale consideration of Rs.2,05,000/-. Recitals of Ex.P1 are to the effect that, suit schedule property is self acquired property of the defendant purchased under registered sale deed dated 18.08.2018 is selling to meet out family necessity. The plaintiff has agreed to purchase the suit schedule property for Rs.2,05,000/- and the defendant has received an advance sale consideration of Rs.2,00,000/- in the presence of attesting witnesses and agreed to receive the balance sale consideration of Rs.5000/- at the time of execution of sale deed. It is further agreed that, the defendant after arranging necessary documents to execute the sale deed within 11 months from the date of execution of Ex.P1. There is also reference as to possession retained by the husband of the defendant No.1.

10. Ex.P2 and 7 are record of rights/RTC extracts pertaining to the suit schedule property bearing Sy.No.31 measuring 34 guntas situated at Chikuru Hosahalli village, Byrakuru hobli, Mulbagal taluk, for the year-2024-25 and 2025-26, wherein, the name of defendant is shown as a 'possessor' & 'cultivator' and mode of acquisition by way of sale under MR.H1/2018-19. Ex.P3 is said MR.H1/2018-19 which goes to show that name of defendant mutated over the suit schedule property as per sale deed dated 18.08.2018.

11. Ex.P4 is copy of legal notice dated 09.06.2025 got issued by the learned counsel for the plaintiff in favour of the defendant calling upon him to execute sale deed in respect of suit schedule property in pursuance of Ex.P1 agreement of sale dated 22.07.2024. Ex.P5 is postal receipt dated 10.06.2025 and Ex.P6 is postal acknowledgment.

12. The plaintiff in order to prove execution of Ex.P1 agreement of sale got examined one of the attesting witness to Ex.P1 namely – B. Venkataravanappa S/o Bisappa as PW.2 and has testified that, in his presence, the defendant executed a registered agreement of sale dated 22.07.2024 in favour of the plaintiff for a sale consideration of

Rs.2,05,000/- and received Rs.2,00,000/- as an advance sale consideration. However, the defendant failed to execute registered sale deed

13. The plaintiff has also examined scribe to Ex.P1 agreement of sale by name B. Narayanaswamy as PW.3. PW.1 to 3 got identified their signatures as well as defendant and another witness in Ex.P1 agreement of sale at Ex.P1(a) to (e).

14. The evidences of PW.1 to PW.3 in this regard is remained unchallenged and uncontraverted, as the defendant is placed exparte. In the absence of contrary, this Court is of the considered opinion that, the plaintiff has substantially proved an agreement of sale in question executed by the defendant in his favour. Accordingly, **point No.1** is answered in the **Affirmative**.

15. **Point No.2**: The receipt of Rs.2,00,000/- as advance sale consideration itself is mentioned in Ex.P1 agreement of sale. The said document is registered one and is having a presumptive value in it. Hence, it requires no further proof as per Sec.91 of Indian Evidence Act. That apart the plaintiff has also examined PW.2 and 3, in order

to prove execution of Ex.P1 agreement of sale and for payment of advance sale consideration. In view of the above, it requires no further discussion regarding payment of advance sale consideration. Accordingly, **point No.2** is answered in the **Affirmative**.

16. **Point No.3:** The plaintiff prior to filing of this suit alleged to have issued legal notice to the defendant dated 09.06.2024, which is marked at Ex.P4. Here in this case, the plaintiff has produced postal receipt and acknowledgment to substantiate his contention of notice issued at Ex.P4 to 6. The plaintiff in the instant case has paid substantial sale consideration of Rs.2,00,000/- to the defendant. The plaintiff has also deposited Court fee of Rs.13,975/- at the time of institution of this suit. These factors made suggest that, the plaintiff is having financial capacity to pay remaining sale consideration.

17. Hon'ble High Court of Karnataka in a decision reported in **2009(5) KCCR 3935** has held that, '*issuance of legal notice is not necessary and oral request itself is sufficient in suit for specific performance*'. Here in this case, a time limit of 11 months is specified in Ex.P1 and present suit filed with the time. When the plaintiff paid substantial

amount of sale consideration, it can be held that plaintiff has duly proved his readiness and willingness to perform his part of the contract as alleged. Accordingly, **point No.3** is answered in the **Affirmative**.

18. **Point No.4:** When the plaintiff has proved due execution of an agreement of sale by the defendant in his favour and when the defendant has not contested the claim of the plaintiff, there is no reason to refuse to exercise discretion to grant relief of specific performance to the plaintiff against the defendant as per Sec.20 of Specific Relief Act. Therefore, the plaintiff is entitled for the relief of specific performance as sought for. In view of above discussions, **point No.4** is answered in the **Affirmative**.

19. **Point No.5:** In view of the detailed discussion made while discussing points No.1 to 4, I proceed to pass the following;

ORDER

The suit of the plaintiff is hereby
decreed with costs.

The defendant is directed to execute a registered sale deed in favour of the plaintiff in respect of suit schedule

property by handing over of possession by receiving balance sale consideration of Rs.5000/- within three months from the date of this order.

Failing which, the plaintiff is entitled to get said work done through process of the Court at the costs of the defendant.

Draw the decree accordingly.

(Dictated to the Stenographer Grade-III on computer, print out taken by him, corrected, signed and then pronounced by me in the Open Court on this **1st day of August, 2026**).

(Harish G.)
Prl. Civil Judge & JMFC.,
Mulbagal.

ANNEXURE

List of witnesses examined on behalf of plaintiff/s:

PW.1	:	Sri. B.M. Ramesh
PW.2	:	Sri. B. Venkataravanappa
PW.3	:	Sri. M. Narayanaswamy

List of documents got marked on behalf of plaintiff/s:

Ex.P1	:	Original Regd., sale deed dated 20.07.2024
Ex.P2	:	RTC extract

Ex.P3 : MR extract
Ex.P4 : Office copy of legal notice, dated 09.06.2025
Ex.P5 : Postal receipt
Ex.P6 : Postal acknowledgment
Ex.P7 : RTC extract

List of witnesses examined on behalf of defendant/s: - N I L -

List of documents marked on behalf of defendant/s: - N I L -

(Harish G.)
Prl. Civil Judge & JMFC.,
Mulbagal.