

KAMD200015092023



Presented on : 28-11-2023
Registered on : 29-11-2023
Decided on : 02-04-2026
Duration : 2 years, 4 months, 4 days

**IN THE COURT OF THE I ADDL., SENIOR CIVIL JUDGE AND
J.M.F.C., KRISHNARAJAPETE.**

**: PRESENT:
SRI. DEVARAJU H.R, BA., LLB.,**

I ADDL. SENIOR CIVIL JUDGE AND JMFC,
K.R.PETE.

DATED THIS THE 02nd DAY OF APRIL-2026

O.S.No.94/2023

Plaintiff/s : Sri.K.B. Ravishankar
S/o N.Boregowda
aged about 53 years,
R/o Basaveshwara Extension,
Kasaba hobli,
K.R.Pete taluk,
Mandya district.

(By Sri.KKL.,Adv.)

V/s

Defendant/s : Sri.Boralingegowda
S/o late Ningegowda
aged about 65 years,
R/o Agrahara Extension,
Kasaba hobli,
K.R.Pete town & taluk,
Mandya district.

Presently R/o
Door No. 181/1,

5th cross, Sriranganagara,
Near Annapurneshwari Temple
Bengaluru.

(Exparte)

Date of institution of the suit	28.11.2023		
Nature of the suit	Specific Performance of agreement of sale		
Date of the commencement of recording of the evidence	25.11.2025		
Date of pronouncement of judgment	02.04.2026		
Total Duration	Year/s	Month/s	Day/s
	02	04	04

(DEVARJU H.R.)

I Addl.Sr.CJ & J.M.F.C.
K.R.Pete.

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:J U D G M E N T:

The present suit is filed by the plaintiff seeking the relief of specific performance of contract and prays for issuance of direction to the defendant to execute the sale deed in his favour by receiving remaining sale consideration amount of Rs.5,00,000/- as per the agreement of sale deed dated 09.11.2022 and hand over the possession of the suit schedule property to the plaintiff and such other reliefs

court deems fit to grant under the facts and circumstance of the case.

SCHEDULE

The land bearing Sy. No. 197/2 measuring 0.12.00 guntas situated at K.R.Pete village, Kasaba hobli, K.R.Pete taluk, Mandya district bounded on:

East : Land belongs to Boregowda S/o
Late Karigowda,
West : Land belongs to Lakshamma W/o
Late Gangegowda,
North : Land belongs K.B. Prabhakara
S/o Boregowda,
South : Hemagiri Road.

2. The sum & substance of the plaintiff suit in brief is as under;-

It is submitted that, the defendant is the owner of the suit schedule property, the defendant for the purpose of medical expenses of his wife Smt.Nagamma and other expenses, he offered to sell the suit schedule property. The plaintiff has accepted the offer of the defendant and he has agreed to sell the suit schedule property for valid consideration amount of Rs.15,00,000/-. Very same day the defendant has received Rs.10,00,000/- on 09.11.2022 as advance amount in

presence of witnesses and agreed to receive remaining sale consideration amount of Rs.5,00,000/- at the time of registration of sale deed. The defendant promised that, whenever the plaintiff called with balance sale consideration and along with required documents and he will ready to execute the sale deed as per the agreement of sale. This being a fact even the request made by the plaintiff in many occasions the defendant postponing the execution of same for one and another reason. Finally, the plaintiff has been issued legal notice on 21.09.2023 calling upon the defendant to come and execute the sale deed, said legal notice served on the defendant. Even though the defendant has failed to execute the sale deed as per the agreement. Further submitting that, the plaintiff is always ready and willing to perform his part of contract as per the agreement of sale and he is ready with the balance consideration amount of Rs.5,00,000/-. Even provide sufficient opportunity, the defendant has failed to do so. Hence the plaintiff having left no alternative way has filed this suit for specific performance of contract against the defendant.

3. After registration of the suit, suit summons was issued against the defendant. In spite of receiving the summons he failed to appear before this court, hence he placed *exparte*

on 07.03.2025. Thereafter, case is posted for plaintiff's evidence.

4. The plaintiff in order to prove his case, he himself examined as PW-1 and got marked 04 documents as per Ex.P1 to Ex.P4 and three more witnesses namely Sri.K.S. Kenganaiah, Sri. Lakshmi Prasanna and Sri. S.R.Nagaraju have examined as PW-2 to PW-4 and closed his side evidence.

5. Heard arguments, and perused the materials placed on record.

6. On the basis of the above said pleading, the following points would arise for my consideration:-

POINTS

1. Whether the plaintiff proves that, the defendant has executed the agreement of sale on 09.11.2022 by agreeing to sell the suit schedule property for valid consideration amount of Rs.15,00,000/- thereby he has received Rs10,00,000/- as advance amount?

2. Whether the plaintiff proves that, he is always ready and willing to perform his part of contract?

3. Whether the plaintiff is entitled for the reliefs as sought for?

4. What order or decree?

7. My findings on the above said points are as under;

Point No.1 to 3 : In the **Affirmative**;

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

REASONS

8. Point No.1 to 3:- These points are inter linked with each other hence they are taken up together for common discussion in order to avoid the repetition of facts and the evidence of the suit:-

9. It is the case of the plaintiff that, the defendant is the owner of the suit schedule property bearing Sy. No. 197/2 measuring 0.12.00 guntas situated at K.R.Pete village, Kasaba hobli, K.R.Pete taluk, Mandya district. The defendant in order to meet medical expenses of his wife Smt. Nagamma and other expenses, he offered to sell the suit schedule property. The plaintiff has accepted the offer of the defendant and defendant has agreed to sell the suit schedule property for valid consideration amount of Rs.15,00,000/- and he has executed the agreement of

sale on 09.11.2022 by receiving Rs.10,00,000/- as advance amount and further agreed to receive balance sale consideration amount of Rs. 5,00,000/- at the time of registration of regular sale deed. The plaintiff has approached the defendant in numerous time and requested him to execute the sale deed but, the defendant is not ready to perform his part of contract. The plaintiff is always ready to get registered the sale deed in his favour by paying remaining balance consideration amount, he has issued legal notice to the defendant. In spite of it he failed to perform his part of contract. Hence, he has filed present suit.

10. The plaintiff in order to prove his claim, he himself examined before this court as PW.1. The PW-1 has filed an affidavit in lieu of his examination in chief, wherein he has reiterated the entire averments of the plaint. It is main contention of the plaintiff that, the defendant is the owner and in possession of the said suit property and agreed to sell the suit schedule property in his favour. The PW-1 has furnished unregistered agreement of sale dated 09.11.2022 as per Ex.P4. On perusal of the records further it appears that as per order dated 05.12.2025 plaintiff has paid amount of Rs. 14,300/- as duty and penalty on unregistered agreement of sale. On perusal of

the Ex.P4 it appears that, defendant has executed the agreement of sale by agreeing to sell the suit schedule property for valid sale consideration amount of Rs.15,00,000/- by receiving advance amount of Rs.10,00,000/-. Further plaintiff has furnished RTC extract of the suit schedule property as per Ex.P1, where in katha of the suit schedule property stands in the name of defendant herein. Ex.P2 is the copy of legal notice dated 31.08.2023, Ex.P3 is the Postal receipt.

11. On perusal of the aforementioned documents it appears that defendant has executed agreement of sale dated 09.11.2022 by agreeing to sell the suit schedule property for valid consideration amount of Rs. 15,00,000/-. Further it appears that plaintiff has issued legal notice to the defendant calling upon him to come and execute the sale deed, said notice duly served on him on 31.08.2023. However, defendant fails to perform his part of contract.

12. Further the plaintiff in order to prove due execution of Ex.P4 he has examined attesting witnesses of the Ex.P4 as PW-2 to PW-4. The PW-2 to PW-4 has identified their signatures on Ex.P4. The evidence of PW-1 to 4 is remained unchallenged. On perusal of the aforementioned documents it appears that, defendant is

the owner of the suit schedule property and defendant has executed the unregistered agreement of sale by agreeing to sell the suit schedule property in favour of plaintiff for valid consideration amount of Rs.15,00,000/- and he has received Rs.10,00,000/- as advance amount.

13. The plaintiff has issued legal notice to the defendant as per Ex.P2 and it is delivered on the defendant as per Ex.P3. In spite of it defendant fails to perform his part of contract. On perusal of the entire record it appear that the plaintiff has successfully proved the execution of the agreement of sale by the defendant. In view of the oral and documentary evidence which adduced by the plaintiff there is no rebuttal evidence or any reason to disbelieve the same as the defendant has placed exparte. Hence, I am of the opinion that, the plaintiff has proved the fact that, defendant has executed the agreement of sale and he is always ready and willing to perform his part of contract and also proved that the defendant has failed to perform his part of contract. Hence, I am of the opinion that the plaintiff is entitled to get the relief as sought in the plaint. Accordingly, I answer point No.1 to 3 in the **Affirmative.**

14. POINT No.4:- In view the aforesaid reasons and findings on point No.1 to 3, I proceed to pass the following:-

ORDER

The suit filed by the plaintiff for specific performance of agreement of sale is hereby decreed with cost.

Consequently, defendant is hereby directed to execute the registered sale deed in favour of plaintiff by receiving balance sale consideration amount of Rs.5,00,000/- from the plaintiff as agreed by him as per the agreement of sale dated 09.11.2022 and hand over the possession of the suit schedule in favour of plaintiff.

In default, plaintiff is at liberty to get register the sale deed through court process by depositing the balance sale consideration amount of Rs.5,00,000/-.

Draw decree accordingly.

(This judgment is dictated to the stenographer directly computerized by her, corrected and then pronounced by me in the open court on 02nd day of April -2026)

(DEVARAJU H.R.)
I Addl., Sr.CJ & JMFC.,
K.R.Pete.

ANNEXURE**I. List of witnesses examined by plaintiff:**

PW-1 : Sri.K.B. Ravishakara
PW-2 : Sri. K.S. Kenganaiah
PW-3 : Smt. Lakshmi Prasanna,
PW-4 : Sri.S.R.Nagaraju

II. List of documents exhibited by plaintiff:

Ex.P1 : RTC
Ex.P2 : Legal notice,
Ex.P3 : Postal receipt,
Ex.P4 : Unregistered Sale agreement,

III. List of witnesses examined by defendant:-NIL**IV. List of documents exhibited by defendant:-NIL**

I Addl.Sr,CJ & JMFC.,
K.R.Pete.

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