

KAMD210013852025



Presented on : 16-08-2025
Registered on : 18-08-2025
Decided on : 02-04-2026
Duration : 00 years, 07 months, 16 days

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

DATED THIS THE 2nd DAY OF APRIL 2026

:PRESENT:

SMT.ARPITHA.K.V., B.A. LL.B, LL.M.
I ADDL. CIVIL JUDGE AND JMFC,
K.R.PETE.

OS.NO.629/2025

Plaintiff : Sri. Nagesh Alenahalli Devegowda,
S/o Devegowda,
Aged about 53 years
R/at. #189, 2nd Cross,
Buddajyothi Layout,
Tumakuru Road,
Near Jindal Chikkabidirakallu,
Nagarasandra, Bengaluru North.

(By Sri. S.S., Advocate)

V/s

Defendant: 1. Smt.Sarashwathi,
W/o Late Rajegowda,
Aged about 60 years,
2. Sri. Manjegowda,
S/o Rajegowda,
Aged about 35 years,

Both are Agriculturists,
R/at. Alenahalli Village,
Akkihebbalu Hobli,
Krishnarajapet Taluk,
Mandya District.

(Placed Exparte)

Date of institution of the suit	16.08.2025		
Nature of the suit	Specific Performance		
Date of the commencement of recording of the evidence	12.02.2026		
Date on which the Judgment was Pronounced	02.04.2026		
Total Duration	Year/s	Month/s	Day/s
	00	07	16

(Smt.Arptha.K.V.)
I Addl. Civil Judge & J.M.F.C.
K.R.Pete.

JUDGMENT

The Plaintiff has instituted the present suit against the Defendant for relief of Specific Performance of Contract.

Schedule property

Land bearing Sy.No.56/2, measuring an extent of 0-17.08 guntas, situated at Alelnahalli

Village, Akkihebbalu Hobli, Krishnarajapet Taluk,
Mandya District, bounded on:-

East by : Land of Subbegowda,
West by : Land of Devegowda,
North by : Land of Kalamma,
South by : Road.

2. **The Brief facts of the Plaintiff case is that;**

That the Defendants being the absolute owner had agreed to sell the suit schedule property to the Plaintiff for sale consideration of Rs.2,80,000/- and accordingly executed Agreement of Sale dt:26.09.2022 in favour of the Plaintiff by receiving earnest amount of Rs.2,60,000/- in the presence of attesting witnesses and agreed to execute the Sale Deed when called upon by the Plaintiff by receiving the balance sale consideration amount.

3. After execution of agreement of the sale, the Plaintiff approached the Defendants and requested to receive the balance sale consideration amount and to execute the registered sale deed in his favour. But the Defendants have kept postponing the execution of the sale deed on one or the other pretext and hence Plaintiff got issued legal notice to the defendants on 21.07.2025 calling upon the defendants to execute the sale deed in favour of the plaintiff before the office of Sub-Registrar by receiving the balance sale consideration amount. Though, the

Defendants were served with notice, they have failed to execute the sale deed by receiving balance sale consideration amount. Hence, the plaintiff was constrained to file the present suit.

4. Upon service of the summons, the Defendants No.1 and 2 have not appeared before the Court and were placed *exparte*. Thereafter the matter was posted for Plaintiff's evidence.

5. In order to substantiate the case of the Plaintiff, the Plaintiff got examined himself as PW-1 and got marked 5 documents as Ex.P1 to Ex.P5. Hence the matter was posted for Arguments. Further got examined 2 other witnesses named K.R.Harish Kumar and Nandini as PW-2 and PW-3.

6. Based on the materials placed on record, following points arise for consideration of this Court;

POINTS

1. Whether the Plaintiff proves that the Defendants agreed to execute sale deed as per the Agreement of Sale dated 26.09.2022 for sale consideration of Rs.2,80,000/- and received earnest amount of Rs.2,60,000/- before the witnesses?

2. Whether the Plaintiff proves his readiness and willingness?
3. Whether the Plaintiff is entitled for the relief as sought for?
4. What order or decree?

7. Heard and Perused materials placed on record, this Court answers the aforesaid points as hereunder:

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 No.1:-** As per section 101 and 103 of the Indian Evidence Act the burden lies on the plaintiff to prove that the defendant is the absolute owner of the suit schedule property and had agreed to sell the same in favour of the Plaintiff for sale consideration of Rs.2,80,000/- and executed a Agreement of Sale dated 26.09.2022 by receiving earnest amount of Rs.2,60,000/- in presence of witnesses and agreed to execute the sale deed after receiving the balance consideration of Rs.20,000/-.

9. To substantiate the case of the plaintiff, the plaintiff got examined himself as PW-1 by filing affidavit in

lieu of examination in chief and got marked Ex.P1 to Ex.P5. Ex.P1 is the Agreement of Sale dated 26.09.2022, Ex.P2 is the Legal Notice dt:21.07.2025, Ex.P3 and P4 are the Postal Acknowledgments and Ex.P5 is the computerized RTC.

10. On perusal of Ex.P5, it shows that the suit property is standing in the name of the Defendants and accordingly it could be observed here that they being the absolute owner have agreed to sell the suit property in favour of the Plaintiff for sale consideration of Rs.2,80,000/- and accordingly have got executed Agreement of Sale dt:26.09.2022 in favour of the Plaintiff as marked at Ex.P1.

11. In this regard admittedly Ex.P1 is a registered document. It is well settled law that the registered document carries its own presumption. In this regard the reference is made to the decision of the Hon'ble Supreme Court in **Prem Singh and Ors. vs. Birbal and Ors.** wherein the Hon'ble Supreme Court has held that;

***"27.** There is a presumption that a registered document is validly executed. A registered document, therefore, prima facie would be valid in law. The onus of proof, thus, would be on a person who leads evidence to rebut the presumption. In the instant case,*

Respondent No.1 has not been able to rebut the said presumption.”

12. In accordance with the principle laid down by the Hon'ble Supreme Court in the aforementioned case it can be seen that the onus of proof lies on the defendants to rebut the presumption that Ex.P1 was not validly executed. However in the case on hand the Defendants have not appeared before the Court and have not put forth any pleadings or materials on record to rebut the presumption. Ex.P1 being the Registered Agreement of Sale dated 26.09.2022 is undisputed and is validly executed. Such being the case the preponderance of probability would be in favour of the plaintiff herein. Therefore, this Court proceeds to answer Point No.1 in the **Affirmative.**

13. Point No.2:- It is specific contention of the Plaintiff that, he was ready and willing to perform his part of contract and to pay the balance consideration amount of Rs.20,000/- to the Defendants and same can be seen through Ex.P2 to Ex.P4. It is relevant at this stage to refer to the decision of the Hon'ble Supreme Court in **Aniglase Yohannan vs. Ramlatha, (2005) 7 SCC 534** wherein it is observed that;

“12. The basic principle behind Section 16(c) read with Explanation (ii) is that any person seeking benefit of the specific performance of contract must manifest that his conduct has been blemishless throughout entitling him to the specific relief. The provision imposes a personal bar. The Court is to grant relief on the basis of the conduct of the person seeking relief. If the pleadings manifest that the conduct of the plaintiff entitles him to get the relief on perusal of the plaint he should not be denied the relief.”

14. On perusal of the plaint and the material placed on record which are unchallenged and unrebutted. This court is of the opinion that the Plaintiff has proved that the Defendants executed Agreement of Sale in his favour. In accordance with the principles laid down by the Hon’ble Supreme Court, this court has carefully perused the pleadings of the Plaintiff and Ex.P2 to Ex.P4. Though the Plaintiff got issued Legal Notice as per Ex.P3 dated 21.07.2025 calling upon the defendant to execute the sale deed in favour of the Plaintiff by receiving balance sale consideration amount before the Sub-Registrar, K.R.Pete, the Defendants have ignored the same and have failed to execute the sale deed. Ex.P5 is the RTC Extract, Ex.P3 and Ex.P4 are the Postal Acknowledgments. On perusal of the same, it shows that the Plaintiff was ready and willing to

perform his part of contract. Hence, in view of the above made observation this court proceeds to answer Point No.2 in the **Affirmative**.

15. Point No.3:- The Defendants in spite of having served with summons has failed to appear before the Court. Hence the conduct of the Defendants have to be taken into consideration in the present case on hand. Thus until contrary is proved the Court is bound to presume that the Defendants executed the Agreement of Sale in favour of the Plaintiff and have failed to perform his part of contract. Hence Plaintiff is entitled for relief as sought for. Accordingly, Point No.3 is answered in the **Affirmative**.

16. Point No.4:- In view of the aforesaid findings, this court proceeds to pass the following;

ORDER

The suit of the Plaintiff is hereby decreed with cost.

The Defendants are hereby directed to execute the Registered Sale Deed in favour of the Plaintiff by receiving balance sale consideration of Rs.20,000/- and to deliver the possession to the plaintiff within a

period of 3 months from the date of this order.

If the Defendants fail to execute the Registered Sale Deed by receiving the balance sale consideration of Rs.20,000/-, the Plaintiff is hereby directed to get the Sale Deed registered in accordance with law.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in the open Court on this the 2nd day of April 2026).

(Smt.Arptha K.V.)
I Addl. Civil Judge & JMFC.,
K.R.Pete.

ANNEXURE

List of witnesses examined by Plaintiff/s:

PW-1	:	Sri. Nagesh Alenahalli Devegowda,
PW-2	:	Sri. K.R.Harish Kumar,
PW-3	:	Smt.Nandini.K.P.

List of documents exhibited by Plaintiff/s:

Ex.P1	Agreement of Sale dt:26.09.2022
Ex.P2	Legal Notice dt:21.07.2025
Ex.P3 and P4	Postal Acknowledgments
Ex.P5	RTC Extract

List of witnesses examined by Defendant/s:

- Nil -

List of documents exhibited by Defendant/s:

- Nil -

**I Addl. Civil Judge & JMFC.,
K.R.Pete.**