

KAMD210009812024



Presented on : 01-06-2024
Registered on : 06-06-2024
Decided on : 09-04-2026
Duration : 1 years, 10 months, 8 days

IN THE COURT OF THE PRL.CIVIL JUDGE
AND JMFC, KRISHNARAJAPET

: Present :

Smt.Parvathi.V, B.A.L., L.L.B.
Prl.Civil Judge & JMFC,
Krishnarajapet.

Dated : This the 09th day of April 2026

O.S. No.394/2024

PLAINTIFF	Sri. A.Puttaraju S/o Annegowda Aged about 35 years, R/at Manikyanahalli Village, Kikkeri hobli, Krishnarajapete Taluk, Mandya District.
(By Sri. D.N, Advocate)	
-Vs-	

DEFENDANT		Smt. Devamma W/o late Ningegowda Aged about 68 years, R/at Kariganahalli Village, Kikkeri hobli, Krishnarajapete Taluk, Mandya District.
		(By Sri. Y.G, Advocate)

Date of institution	06.06.2024		
Nature of the Suit	Specific Performance of Contract		
Date of commencement of recording evidence	13.08.2025		
Date of close of evidence	08.01.2026		
Judgment pronounced	09.04.2026		
Total duration	Years	Months	Days
	01	10	08

Sd/-
Prl.Civil Judge & JMFC,
Krishnarajapet.

JUDGMENT

The present suit is filed by the plaintiff for the relief of specific performance of contract against the defendant in respect of suit schedule property.

2. The averments of the plaint in brief are as follows:

It is the case of the plaintiff that, the defendant is owner of the suit property bearing Sy. No.19/1 measuring 1 acre of property. The defendant has offered to sell the schedule property measuring 10 guntas of land out of 1 acres of of property in favour of the plaintiff for his legal necessities. The plaintiff has accepted the said offer and total sale consideration amount was fixed of Rs.2,10,000/-. The defendant has executed an agreement of sale dated 28.04.2022 in favour of the plaintiff by receiving the advance sale consideration amount of Rs.2,00,000/-. As per terms of the agreement, the defendant agreed to execute a registered sale deed in favour of the plaintiff within a period of two years from the date of agreement, after furnishing necessary documents relating to the schedule property. The plaintiff had requested to execute the regular sale deed but the defendant has not come forward to execute sale deed and the plaintiff has been always ready and willing to perform his part contract

vested under the said registered sale agreement. Hence the Plaintiff got issued a legal notice dated 27.02.2024 to the Defendant through his counsel, calling upon him to execute the registered sale deed. The said legal notice was duly served on the defendant on 14.03.2024. Despite service of notice the defendant has neither complied with the demands nor executed the registered sale deed. The Plaintiff is still always ready and willing to perform his part of contract, but the Defendant has failed and neglected to perform his part of contract. Hence the Plaintiff has filed the present suit.

3. After service of summons, the Defendant has appeared through his counsel. However, despite sufficient opportunities granted by this court, the Defendant has failed to file his written statement. Hence the written statement of the Defendant is taken as not filed.

4. The following points arose for the consideration of this court:

POINTS

1. Whether the Plaintiff proves that the Defendant on 28.04.2022 executed an Agreement of sale in HIS favour and received a sum of Rs.2,00,000/- as advance sale consideration amount out of the total consideration of Rs.2,10,000/-?
2. Whether the Plaintiff proves that he has always been ready and willing to perform his part of contract?
3. Whether the Plaintiff is entitled for the relief of specific performance of contract?
4. What order?

5. The Plaintiff has examined as PW1 and got marked Ex.P1 to Ex.P6. Further two more witnesses have been examined as PW2 and PW3, their signatures have been marked as Ex.P1(d) and Ex.P1(e) respectively. Despite sufficient opportunities, the defendant has not to cross-

examined PW1 to PW3. Hence. the cross-examination of PW1 to 3 is taken as nil.

6. Heard the arguments of the Learned Counsels appearing for the parties and perused the materials on record.

7. The findings of this Court on the above said 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: As per the final order for the following :

REASONS

8. **POINT No.1 & 2:** Both these points are interconnected; hence in order to avoid the repetition of discussion, both these points are taken together for common discussion.

9. As per Section 101 and 103 of the Indian Evidence Act, the burden is on the Plaintiff to establish the facts

narrated in the plaint. In order to substantiate the said facts, the plaintiff has examined as PW.1 by way of filing affidavit evidence, wherein he has deposed inconsonance with the plaint averments. PW1 in support of his oral evidence has got marked Ex.P1 to Ex.P6. Ex.P1 is the registered agreement of sale executed by the Defendant on 28.04.2022, Ex.P2 & Ex.P3 are the record of rights of the suit schedule property standing in the name of the Defendant. Ex.P4 is the office copy of the legal notice got issued by the learned counsel for the Plaintiff dt:27.02.2024 to defendant, Ex.P5 is the postal receipt, Ex.P6 is the postal acknowledgment.

10. One B.N.Sudarshan, who is one of the attesting witness to the said agreement of sale dt: 28.04.2022, has been examined as PW2, he has deposed that the Defendant executed the said agreement of sale in favour of the Plaintiff in his presence and received Rs.2,00,000/- out of the sale consideration amount of Rs.2,10,000/- and he further

deposed that the defendant agreed to execute the registered sale deed within two years by obtaining necessary and documents. He has identified his signature as Ex.P1(d). One M.N.Srinivasmurthy who is the Scribe of Ex.P1, has been examined as PW3, he has deposed that as per the instructions of the parties to the suit, he prepared the said agreement of sale. Further he stated that the parties and attesting witnesses have signed the said document and he has identified his signature on the said document, which is marked as Ex.P1(e).

11. This Court has carefully perused Ex.P1 to P6. After perusal of Ex.P1, it is very clear that the agreement of sale was registered on 28.04.2022 before the Sub-Registrar, K.R.Pete. After considering Ex.P1 it appears to this Court that an amount of Rs.2,00,000/- was paid by the Plaintiff to the Defendant out of the total consideration amount of Rs.2,10,000/- and the said document was duly executed and even the attesting witnesses have also signed

the said document. When the Defendant though appeared through his counsel, but failed to file the written statement, hence by considering Ex.P1 this Court can safely come to the conclusion that the Defendant has executed the said registered sale agreement on 28.04.2022 and received the advance sale consideration amount of Rs.2,00,000/-.

12. The Plaintiff has averred that he has always been ready and willing to perform his part of contract, but the Defendant has failed to perform his part of contract. PW1 has got marked Ex.P4 to Ex.P6 i.e. the office copy of the legal notice, postal receipt and postal acknowledgment. In Ex.P4 legal notice the Plaintiff has clearly stated that he is ready and willing to perform his part of contract to pay the remaining balance consideration amount of Rs.10,000/- and requested the Defendant to come and execute the registered sale deed. Ex.P6 is the postal acknowledgment which clearly reveals before the court that the said notice was duly served on the Defendant. Even the Defendant has

failed to reply to Ex.P4 legal notice. Hence by considering the said conduct of the Defendant, this Court is of the opinion that the Plaintiff is always ready and willing to perform his part of contract, but on the contrary the Defendant is not ready and willing to perform his part of contract. Ex.P2 and Ex.P3 are the revenue documents standing in the name of the Defendant. With these observations, this Court has answered Point No.1 and point No.2 in the Affirmative.

13. Point No.3 : When the Plaintiff has established that he is always ready and willing to perform his part of contract and also PW1 on oath entered into the witness box and, then this Court is of the opinion that the Plaintiff is entitled relief as sought in the plaint. With these observations, this Court has answered Point No.3 in the Affirmative.

14. Point No.4: For the aforesaid discussion on Point No.1 to 3, this Court proceeds to pass the following:

ORDER

The suit of the Plaintiff is hereby decreed with cost.

The Defendant is hereby directed to receive the balance sale consideration amount of Rs.10,000/- from the Plaintiff and execute the registered sale deed in respect of the suit schedule property within a period of three months from the date of this order.

If the Defendant fails to execute the registered sale deed within the stipulated period, then the Plaintiff is at liberty to get the registered sale deed in the accordance with law.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, then corrected by me and pronounced in the open court, on this 09th day of April 2026)

Sd/-
(Smt. Parvathi.V)
Prl.Civil Judge & JMFC,
Krishnarajapet.

ANNEXURE**The witnesses examined on behalf of Plaintiffs:**

PW1 : Sri. A.Puttaraju
PW2 : Sri. Kantharaju
PW3 : Sri. Shrinivasa

The documents marked on behalf of Plaintiffs:

Ex.P1 : Registered Sale agreement dt:28.04.2022
Ex.P1(a) : Signature of Defendant
Ex.P1(b) : Signature of PW1
Ex.P1(c) : Signature of witness
Ex.P1(e) : Signature of deed writer
Ex.P1(d) : Signature of PW2
Ex.P2&3 : RTCs extract
Ex.P4 : Legal notice
Ex.P5 : Postal receipt
Ex.P6 : Postal acknowledgments

The witnesses examined on behalf of Defendants:

- NIL -

The documents marked on behalf of Defendants:

- NIL -

Sd/-
Prl.Civil Judge & JMFC,
Krishnarajapet.