

KAMS410007842025



IN THE COURT OF PRINCIPAL CIVIL JUDGE & JMFC.,
KRISHNARAJANAGAR

PRESENT

Chandan S, B.Com., LL.B.
Prl. Civil Judge & JMFC, Krishnarajanagara.

Dated 03rd day of November 2025

O.S./195/2025

PLAINTIFF : Mahendra S/o Appajigowda
Aged about 45 years,
R/at Arasanakoppalu Village,
Siddapura Dhakale, Hebbal Hobli,
K.R.Nagar Taluk, Mysuru District.

[By: Sri. R.S.L.V., Advocate]

-V/s-

DEFENDANTS : 1. Ravamma W/o M.S.Jagannath,
Aged about 40 years,
2. M.S.Jagannath S/o Shankaregowda,
Aged about 48 years,
3. Amrutha.K.J. D/o M.S.Jagannath,
Aged about 18 years,

All are R/at Maragowdanahalli Village,
Hosa Agrahara Hobli, K.R.Nagar Taluk,
Mysuru District.

[Ex-parte]

Date of Institution of the suit

21.04.2025

Nature of the suit	Specific Performance of Contract		
Date of the commencement of recording of the evidence	02-05-2025		
Date on which the judgment was pronounced	03.11.2025		
Total duration	Years	Months	Days
	00	06	13

(Chandan S)
Prl. Civil Judge & JMFC.,
K.R.Nagar.

JUDGMENT

The plaintiff has filed the present suit against defendants seeking to direct the defendants to execute the registered sale deed as per the sale agreement dated 25.04.2022 by receiving the remaining sale consideration and other incidental reliefs.

2. The brief case of the plaintiff's are as under:-

The suit has been brought, filed, incepted, infused and enrolled before this court by the plaintiff, wherein it has been sought, requested, appealed and orison to obtain the decree at the hands of this court. Further it is also yearned, impetration, anchored and hearkened to direct the defendants to execute, implement, enforce and ingest the absolute and regular sale deed as per the deed of sale agreement dated 24.04.2022 by receiving the remaining and balance sale consideration of Rs.10,000/- from the plaintiff and it is also sought for other miscellaneous, ancillary and consequential reliefs. The credentials, disclosures, contents

and information furnished, written, typed, annexed and stated proposed in the pleadings on the plaint in terse, brief and epitomized and laconically which reads as follows:

3. The plaintiff and the defendants are known, aware, cognizant having knowledge with each other. The 1st defendant being the absolute owner of the plaint schedule property having obtained got acquired and evolved upon the suit schedule property on account of the registered partition deed dated 25.04.2022, he entered, agreed and proposed to convey, vend, sell and dispose of the suit schedule property in favour of the plaintiff pertaining to land bearing Sy.No.122/5 to an area, extent, assessment and amplitude measuring 18 guntas of land located, existed, persists and situated at Siddapura Village, Hebbalu Hobli, K.R.Nagar Taluk, Mysuru District in favour of the plaintiff for valuable sale consideration and price of Rs.2,00,000/- for the legal necessities and other family constraints, difficulties and obligations of the entire family.

4. Further based on the said consent, offer and acceptance, the defendants herein have enforced, executed and ingested an agreement of sale dated 25.04.2022, where the plaintiff has also agreed and consented to purchase the said schedule property for the total sale price, consideration and value of Rs.2,00,000/- out of the sale consideration amount of Rs.2,00,000/- an amount of Rs.1,90,000/- being collected, received and dispersed in favour of

the defendants towards the earnest, partial and the advance sale consideration and the plaintiff has agreed to pay and remit the remaining balance and outstanding sale consideration of Rs.10,000/- during the execution of the sale deed.

5. Furthermore, the defendants had also agreed to enforce, issue, execute and convey the deed of regular sale by receiving and obtaining the remaining sale consideration of Rs.10,000/- within 3 years from the deed of execution of the sale agreement. However, the defendants have committed, default, scorn, preterition, mizzle, levant and skedaddle into the terms of the agreement and the defendants herein outright, tautly with precision and hermetically they refused and they did not choose to enforce and implement, perform and execute the deed of regular sale as per the condition and terms which were stipulated, encompassed, contemplated, infused and written in the agreement of sale date 25.04.2022.

6. As per the said covenant, treaty, convention, contract and agreement, the defendants failed to execute the regular sale deed in favour of the plaintiff in spite of several requests, appeals and prayers were made before the defendants. Thereafter, the plaintiff without any alternative in order to redress, to resolve and to get rid-of this issue, he has got issued legal notice on 08.04.2025 against the defendants to perform their part of contract. The said notice was served on the defendants. However, they have not

given any reply, response, compliance and answers to the said notice and the defendants also failed and committed default to execute the sale deed as per the terms of the sale agreement. The plaintiff is ready and willing to perform his part of contractual obligations created through the agreement of sale. Hence, he has filed the suit for enforcement of the agreement of sale.

7. Per contra, in pursuance and anent to the registration of the suit, in spite of suit summons were issued and served upon the defendants, they failed to appear before this court. Hence, this court placed the defendants ex-parte.

8. The plaintiff has examined himself as PW-1 and another witness examined as PW-2 and produced 8 documents got them marked as Ex.P1 to 8. Defendants are placed ex-parte no defendants side evidence.

9. Heard arguments of the learned counsel for plaintiff. Defendants are placed ex-parte no defendants side arguments.

10. The following points arise for this court consideration of this court:

:POINTS:

1. Whether the plaintiff proves that the defendants have agreed to sell the suit property for a total sale consideration amount of Rs.2,00,000/- and received Rs.1,90,000/- towards advance sale consideration and on

25.04.2022 they have executed registered agreement of sale?

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

3. Whether the plaintiff is entitled for the relief of specific performance of contract, as prayed for?

4. What order or decree?

11. This court proceeds to answer the above points for consideration 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 final order for the following:

REASONS

12. POINT NO.1 TO 3:

For the facts and circumstance of the suit is concern these points are interlinked and to avoid the repetition of facts these points are taken up together for common discussion.

13. In order to establish the suit of the plaintiff and to prove the burden, the plaintiff has examined himself as PW-1 by filing his affidavit in lieu of examination-in-chief and also he has produced 8 documents which are got marked by this court as Ex.P1 to P8. Ex.P1 is the certified copy of registered partition deed dated 25.06.2012, Ex.P2 is the registered sale agreement dated 25.04.2022, Ex.P3 is the Legal notice dated 08.04.2025, Ex.P4 is

the 3 postal receipts, Ex.P5 are the computerized RTC extract, Ex.P6 is the Mutation register extract, Ex.P7 is the letter addressed to the post master and Ex.P8 is the delivery confirmation report.

14. Further, in the affidavit the plaintiff, he has reiterated the plaint averments. On perusal of Ex.P1 to P8, as per the Ex.P2 the defendants have executed registered sale agreement in favour of the plaintiff Mahendra. On perusal, the defendants have undertaken to execute the sale deed in respect of the suit schedule property in favour of the plaintiff for the total sale consideration of Rs.2,00,000/- and they have already received Rs.1,90,000/- towards earnest money and also agreed to execute the sale deed in favour of the plaintiff by receiving the balance sale consideration of Rs.10,000/-. Further, on 08.04.2025 the plaintiff has got issued legal notice to the defendants as per Ex.P3. Further, on perusal of the Ex.P5 is the RTC extract it clearly indicates that, the defendant No.1 is the owner of the suit schedule property. Hence, in spite of executing the registered sale agreement in favour of the plaintiff, the defendants failed to execute the regular sale deed by receiving the balance sale consideration amount from the plaintiff.

15. Further, in support of the case of the plaintiff one independent attesting witness by name A.P.Krishnegowda present and examined as PW-2 and filed his affidavit in lieu of his chief-examination, wherein he has submitted that, the defendants

executed sale agreement in favour of the plaintiff and obtained Rs.1,90,000/- in his presence and they were undertaken to execute the deed of sale in favour of the plaintiff within 3 years by obtaining necessary documents and receiving remaining sale consideration of Rs.10,000/-. He was also present and witnessed the said agreement and identified his signature.

16. As such the defendant No.1 being the owner of the suit schedule property entered into agreement of sale with the plaintiff as per Ex.P1 registered sale agreement. Hence, on perusal of the documents and evidence placed before this court, it is clear that, the defendants after executing the sale agreement in favour of the plaintiff for Rs.2,00,000/- and though they have received advance sale consideration of Rs.1,90,000/- in the presence of the witnesses, the defendants later they have failed to perform their part of contractual obligation as per the sale agreement.

17. Though, the summons to the defendants duly served, they have failed to appear before this court and the evidence of the plaintiff is remained unchallenged. Hence, an adverse inference can be rightly drawn against the defendants that, the defendants though under the obligation to execute the sale deed as per the Ex.P2 sale agreement, they are intentionally not coming forward to execute the sale deed in favour of the plaintiff as agreed upon. Hence, this court proceeds to answer point No.1 to 3 in the **affirmative**.

18. POINT NO.4:

In view of above discussion and reasons mentioned there in this court proceeds to pass the following:

ORDER

The suit of the plaintiff is hereby decreed with cost.

Defendants are hereby directed to execute the absolute sale deed in favour of the plaintiff as per the sale agreement within 3 months from the date of this order by collecting the remaining sale consideration amount of Rs.10,000/- from the plaintiff.

Further on failure of the defendants to execute sale deed, the plaintiff is at liberty to opt due course of law for getting the sale deed executed.

Office to draw decree accordingly.

[Dictated to the Steno, transcribed by her and corrected by me and pronounced in the Open Court this the 03rd day of November 2025]

(Chandan S)
Prl. Civil Judge & JMFC.,
K.R.Nagar.

A N N E X U R E**1. List of witnesses examined for plaintiff:-**

PW.1 Mahendra
PW-2 A.P.Krishnegowda

2. List of documents marked for plaintiff :-

Ex.P1 – CC of partition deed dated 25.06.2012
Ex.P2 - Registered sale deed dated 25.04.2022
Ex.P3 - Legal notice dated 08.04.2025
Ex.P4 – 3 Postal receipts
Ex.P5 - Computerized RTC extract

- Ex.P-6 - Mutation register extract
Ex.P-7 - Letter to Post office
Ex.P-8 - Delivery confirmation letter

3. List of witnesses examined for Defendant:- NIL

4. List of documents marked for Defendant:- NIL

**(Chandan S)
Prl. Civil Judge & JMFC.,
K.R.Nagar.**