

KAMS410011802025



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

PRESENT

Chandan S, B.Com., LL.B.

Prl. Civil Judge & JMFC, Krishnarajanagara.

Dated 01st day of April 2026

O.S./299/2025

PLAINTIFF : Raghuchandra.Y.R. S/o Rangabhovi,
Aged about 38 years,
R/at Yachanakuppe Village,
Ramanathapura Hobli, Arakalagudu Taluk,
Hassan District.

[By: Sri. M.C.S., Advocate]

-V/s-

DEFENDANTS : 1. Narayana S/o Late.Sannappa,
Aged about 55 years,
2. Kumaraswamy.K.N. S/o Narayana,
Aged about 31 years,
Both are R/at Behind Govt Hospital,
Haradanahalli Village,
Saligrama Hobli & Taluk,
Mysuru District.

Another address:
Keralapura Village,
Ramanathapura Hobli,
Arakalagudu Taluk, Hassan District.

[Ex-parte]

Date of Institution of the suit	17.06.2025		
Nature of the suit	Specific Performance of Contract		
Date of the commencement of recording of the evidence	13.10.2025		
Date on which the judgment was pronounced	01.04.2026		
Total duration	Years	Months	Days
	00	09	15

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

JUDGMENT

The present suit has been filed by the plaintiff against the defendants seeking the relief of specific performance of the agreement of sale dated 21-07-2022 in respect of the suit schedule property.

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

The case of the Plaintiff is that, the defendants are the absolute owners of the suit schedule property. It is contended that on 21st July 2022, the defendants, in order to meet their financial necessities such as repayment of loans, household expenses and legal expenses, approached the plaintiff and offered to sell the suit schedule property for a total sale consideration of Rs.2,50,000/-.

3. The plaintiff agreed to purchase the said property. On the same day, the defendants received a sum of Rs.2,00,000/- from the plaintiff as advance sale consideration in the presence of witnesses and executed an agreement of sale dated 21-07-2022 in favour of the plaintiff. The defendants further agreed to receive the remaining balance consideration of Rs.50,000/- at the time of execution and registration of the sale deed.

4. It is the further case of the plaintiff that, as per the terms, rules, regulations, indenture and conditions of the agreement of sale, he has always been ready and willing to perform his part of the contract. The plaintiff approached the defendants on several occasions and requested them to receive the remaining balance sale consideration of Rs.50,000/- and to execute the registered sale deed in his favour. However, the defendants, on one pretext or another, went on postponing the matter and ultimately failed and neglected to perform their part of the contract. Thereafter, the plaintiff got issued a legal notice dated 21-05-2025 through his counsel calling upon the defendants to execute the sale deed as agreed. The said notice was served, but the defendants failed to comply with the same.

5. According to the plaintiff, the defendants have no intention to honour the agreement of sale. Hence, the plaintiff, being ready and willing to perform his part of the contract, has been constrained to file the present suit seeking specific performance of the agreement

of sale by directing the defendants to execute the registered sale deed in respect of the suit schedule property.

6. Per contra, in pursuance to the suit, summons of this court were issued to the defendants. Despite service of summons, the defendants remained absent and were therefore placed ex-parte.

7. To substantiate his case, the Plaintiff examined himself as PW-1 and other 2 witnesses examined as PW-2 and 3 and produced 6 documents which are marked as Ex.P1 to P6.

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

9. The following points arise for this court consideration:

:POINTS:

1. Whether the Plaintiff proves that Defendants have executed a Agreement of sale dated 21.07.2022 agreeing to sell the suit property for a total sale consideration of Rs.2,50,000/- and received Rs.2,00,000/- as advance?

2. Whether the Plaintiff proves his readiness and willingness to perform his part of the contract?

3. Whether the Plaintiff is entitled to the relief of specific performance?

4. What order or decree?

10. 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

11. 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.

12. In order to establish and substantiate his case, the plaintiff examined himself as PW-1 and examined two other witnesses as PW-2 and PW-3. The plaintiff Raghuchandra while examining himself as PW-1, filed his examination-in-chief by way of affidavit, reiterating and reaffirming the plaint averments. Since the contents of the affidavit are in consonance with the pleadings of the plaint, the same are not repeated here for the sake of brevity, convenient and to shorn as to restrict, avoid and prevent verbosity replica.

13. In support of his case, the plaintiff has produced 6 documents, which are marked as Ex.P1 to Ex.P6. Ex.P1 is the Agreement of Sale dated 21-07-2022, executed by the defendants in favour of the plaintiff agreeing to sell the suit schedule property for a total sale consideration of Rs.2,50,000/-, out of which a sum

of Rs.2,00,000/- was paid as advance consideration and the remaining balance was agreed to be paid at the time of execution and registration of the sale deed. Ex.P2 is the RTC extract pertaining to the land bearing Survey No.221/6, measuring 6 guntas, which stands in the name of one of the defendants. Ex.P3 is the Office copy of the legal notice dated 21-05-2025 issued by the plaintiff to the defendants calling upon them to receive the balance sale consideration and execute the registered sale deed. Ex.P4 is the postal receipt for having sent the said legal notice and Ex.P5 and Ex.P6 are the Returned postal covers, which bear the endorsement that the “door was locked” and the same were returned to the sender.

14. Further in order to corroborate his case, the plaintiff examined two independent witnesses to the agreement of sale. Ashoka.G.R., one of the attesting witnesses to the agreement of sale, has been examined as PW-2. Another witness K.N.Pradeep, who was also present at the time of execution of the agreement of sale, has been examined as PW-3. Both PW-2 and PW-3 have supported the case of the plaintiff and have deposed that the agreement of sale was executed by the defendants in their presence and that they had attested the said document. Their evidence corroborates the pleadings and testimony of the plaintiff.

15. The document Ex.P1 is the Agreement of Sale dated 21.07.2022 clearly establishes that, the defendants agreed to sell

the suit schedule property to the plaintiff for a total sale consideration of Rs.2,50,000/- and that a sum of Rs.2,00,000/- was received as advance consideration. The oral evidence of PW-1, coupled with the supporting testimony of PW-2 and PW-3, proves the execution of the agreement of sale by the defendants. Since the defendants have remained absent and have not chosen to contest the proceedings, the execution of the agreement remains unchallenged.

16. The plaintiff has consistently asserted that he was always ready and willing to perform his part of the contract by paying the balance sale consideration of Rs.50,000/-. The issuance of legal notice Ex.P3 demanding execution of the sale deed further demonstrates the bona-fide intention of the plaintiff to complete the sale transaction. The postal receipt Ex.P4 and returned covers Ex.P5 and Ex.P6 indicate that the notice was sent to the defendants, but they did not respond. Therefore, the conduct of the plaintiff clearly establishes his readiness and willingness to perform his part of the contract.

17. On the other hand, the defendants have neither complied with the demand made by the plaintiff nor appeared before this Court to contest the claim. Their failure to contest the proceedings gives rise to an adverse inference against them. The evidence placed on record clearly indicates that the defendants have failed to honour the agreement of sale executed by them.

18. The plaintiff has successfully proved execution of the agreement of sale Ex.P1, payment of advance sale consideration. His readiness and willingness to perform his part of the contract, Failure of the defendants to perform their obligations, the oral and documentary evidence placed on record remain unrebutted, and this Court finds no reason to disbelieve the case of the plaintiff. Therefore, the plaintiff is entitled to the relief of specific performance of the agreement of sale.

19. Further from the evidence placed on record, this Court is satisfied that the plaintiff has proved the execution of the agreement of sale and his readiness and willingness to perform his part of the contract. The defendants have failed to honour the agreement and have also failed to contest the proceedings before this Court. Accordingly, the plaintiff is entitled to a decree directing the defendants to execute the registered sale deed in respect of the suit schedule property upon receipt of the balance sale consideration. Hence, point No.1 to 3 are answered in the **affirmative**.

20. POINT NO.4:

In view of above discussion and reasons mentioned therein 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 respect of the suit schedule property in favour of the plaintiff in pursuance of the Agreement of Sale dated 21-07-2022, upon the plaintiff paying the balance sale consideration of Rs.50,000/- within a period of three months from the date of this judgment.

In the event the defendants fail to execute the registered sale deed within the stipulated, fixed and given time and period, the plaintiff is at liberty to get the sale deed executed through the process of the Court in accordance with law.

Office to draw decree accordingly.

[Dictated to the Steno, transcribed by her and corrected by me and pronounced in the Open Court this the 01st day of April 2026]

(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	Raghuchandra.Y.R.
PW.2	Ashoka.G.R.
PW.3	Pradeep.K.N.

2. List of documents marked for plaintiff:-

Ex.P1	-	Registered Agreement of Sale dated 21.07.2022
Ex.P2	-	Computerized RTC extract
Ex.P3	-	Legal notice dated 21.05.2025
Ex.P4	-	Postal receipts
Ex.P5 & P6	-	Unserved postal covers

3. List of witnesses examined for Defendants:- NIL

4. List of documents marked for Defendants:- NIL

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