

KAMS500005882025



**IN THE COURT OF SENIOR CIVIL JUDGE & JMFC,
NANJANGUD**

Present : Sri. Kamalaksha D., B.A., LL.B.,
Senior Civil Judge & J.M.F.C,
Nanjangud

Dated this the 8th day of July 2026

O.S./181/2025

Plaintiff : Puttaswamy S/o late Mahadevappa,
aged about 50 years,
residing at Nandigunda Village,
Chikkaiahnachathra Hobli,
Nanjangud Taluk,
Mysuru District.

(By Sri.Mahadevaswamy H.P., Adv.)

-V/s-

Defendants

1. Puttabuddhi @ Basavaraju
S/o late Mallappa,
aged about 55 years,
2. Shylaja W/o Puttabuddhi @
Basavaraju,
aged about 50 years,
3. Nijaguna
S/o Puttabuddhi @ Basavaraju,
aged about 32 years,

4. Asha N.B. D/o Puttabuddhi @
Basavaraju,
aged about 30 years,
5. Rathnamma D/o late Mallappa,
aged about 60 years,

All are residents of
Nandigunda Village,
Chikkaiahnachatra Hobli,
Nanjangud Taluk,
Mysuru District.

(Exparte)

Date of institution of the suit	28.06.2025		
Nature of suit	Specific Performance of Contract		
Date of commencement of Trial	10.03.2026		
Date on which the judgment was pronounced	08.07.2026		
Duration of suit	Year/s 01	Month/s 00	Day/s 11

J U D G M E N T

This suit is filed for the relief of specific performance of contract in respect of the suit schedule property bearing land Sy.No.87/6 measures 0.33.08 guntas situated at Nanjangud Village.

2. Brief facts of the case of the plaintiff are as follows:-

The suit schedule property is the absolute property of the defendants. The defendants are the owners in possession of the suit schedule property. The defendants offered to sell the schedule property in favour of the plaintiff to accumulate the amount for his family necessities. So, a registered agreement was executed on 21.11.2022 by the defendants in favour of the plaintiff for total consideration amount of Rs.6,50,000/-, out of which Rs.5,00,000/- was collected by the defendants in cash and prior to agreement the defendants took cash of Rs.1,00,000/-. Remaining Rs.50,000/- is agreed to be paid on the date of registration of the sale deed. The defendants have agreed to execute the sale deed. However, they have not come forward to execute the sale deed within stipulated period mentioned in the agreement. It is further submitted that, the plaintiff is always ready

and willing to perform his part of contract. However, the defendants have utterly failed to perform their part of contract. Therefore, the plaintiff issued notice to the defendants on 03.05.2025, it was served upon them on 19.05.2025, but notice was not replied. Hence, the plaintiff without any option has filed this suit.

3. In pursuance of suit summons, the defendants did not appear before the court and placed exparte.

4. In order to get the relief, the plaintiff examined himself as P.W.1 and one witness as P.W.2 and got marked 7 documents as Exs.P.1 to P.7.

5. Heard the learned counsel for the plaintiff. Perused the pleading, evidence and materials placed on record. The points that arise for consideration are:

- 1 Whether the plaintiff proves that the defendants being the owners of the schedule property executed agreement of sale in his favour on 21.11.2022 for amount of

Rs.6,50,000/- and Rs.6,00,000/- is already paid as advance amount?

- 2 Whether the plaintiff further proves that he is always ready and willing to perform his part of contract?
- 3 Whether the plaintiff is entitled for the relief sought in the plaint?
- 4 What order or decree?

6. The findings on the above points are as follows:

Points No.1 to 3	: In the affirmative
Point No.4	: As per the final order for the following:-

REASONS

7. **POINT NOS.1 TO 3:** These points are interlinked with each other, hence they are taken up together for discussion to avoid repetition of facts and evidence. The chief-examination of P.W.1 is the replica of the facts of the plaint. P.W.2 in the chief-examination has deposed that, the defendants have agreed to sell the schedule property in favour of the plaintiff for total consideration amount of Rs.6,50,000/-. The defendants have agreed to sell the same within 30 months from the date of agreement by obtaining necessary documents.

P.W.2 is the signatory of Ex.P.1 agreement, his signature is marked as Ex.P.1(a). The trustworthy of P.Ws.1 and 2 is not challenged. Ex.P.1 is the registered agreement of sale stated to be executed by the defendants in favour of the plaintiff on 21.11.2022. The recitals of Ex.P.1 clearly indicates that the defendants agreed to execute the sale deed within 30 months from the date of agreement. The defendants also received Rs.6,00,000/- as advance amount and remaining Rs.50,000/- is agreed to be paid at the time of registration of the sale deed. The computerized photograph, thumb impression and signatures would be seen in the backside of the agreement. The contents of the agreement have not been challenged. Ex.P.2 is demand notice. The said notice is produced to prove the readiness and willingness of the plaintiff to perform his part of contract. Ex.P.3 is the five postal receipts, Exs.P.4 and 5 are the two postal acknowledgments, Ex.P.6 is the postal track consignment and Ex.P.7 is the R.T.C. of Sy.No.87/6 standing in the name of Puttabuddi, he is none other than the 1st defendant. The said R.T.C. of schedule property

indicates the possession of the defendants over the schedule property.

8. A registered agreement like Ex.P.1 carries its own presumption, that presumption may be extended in favour of the plaintiff presuming that the defendants have executed Ex.P.1 agreement only to sell the suit schedule property in favour of the plaintiff. The question could arise that whether the plaintiff made attempt to pay remaining Rs.50,000/- to the defendants? Section 16(c) of Specific Relief Act says that to conclude a contract the plaintiff shall not only aver about his readiness and willingness to perform the contract, but also obliged to adduce necessary oral and documentary evidence to show the availability of funds to make payment in term of the contract in time. The defendants herein have not issued notice to the plaintiff asking to pay the remaining amount of Rs.50,000/-. No other contra evidence available to disbelieve the claim. Therefore, **points No.1 to 3** are answered **in the affirmative**.

9. **POINT NO.4**: In view of my findings on points,
I proceed to pass the following:

ORDER

The suit of the plaintiff is decreed with cost.

The defendants are hereby directed to execute registered sale deed in respect of the suit schedule property in favour of the plaintiff as agreed in Ex.P.1 by receiving balance amount of Rs.50,000/-, whereas the plaintiff is also directed to pay the remaining consideration amount to the defendants within two months from the date of decree. Suppose the defendants fail to execute the regular sale deed, the plaintiff can take steps to get the sale deed as per procedure of law at the cost of the defendants only.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, revised, corrected and then pronounced by me in open Court on this the 8th day of July 2026.)

(Kamalaksha D.)
Senior Civil Judge & J.M.F.C.,
Nanjangud.

ANNEXURE**List of witnesses examined for the plaintiff :-**

P.W.1 - Puttaswamy
P.W.2 - Siddappa

List of documents marked for the plaintiff :-

Ex.P.1 - Registered sale agreement dated 21.11.2022
Ex.P.1(a) - Signature of P.W.2
Ex.P.2 - Copy of legal notice dated 03.05.2025
Ex.P.3 - 5 Postal receipts
Exs.P.4 & 5 - 2 Postal acknowledgments
Ex.P.6 - Postal track consignment
Ex.P.7 - R.T.C. extract of Sy.No.87/6

List of witnesses examined for the Defendants :-

Nil

List of documents marked for the Defendants :-

NIL

Senior Civil Judge & JMFC,
Nanjangud.