



Presented on : 10-01-2025

Registered on : 10-01-2025

Decided on : 09-04-2026

Duration : 1 years, 2 months, 30 days

**IN THE COURT OF THE SENIOR CIVIL JUDGE,
AT LINGASUGUR.**

Present: Smt.Undi Manjula Shivappa,
B.Sc.LLM.,
Senior Civil Judge & JMFC.

O.S.No.21/2025

Dated this the 9th day of April 2026

Plaintiff: Smt. Hampamma W/o Shivappa,
Age: 41 years, Occ: Agriculture,
R/o Huligudda, Tq: Lingasugur,
Dist: Raichur.

(By Shri. Mutalik Raghavendra Rao Adv.,)

Versus

Defendant: Channappa @ Chinnappa S/o Duragappa,
Age:80 years, Occ: Agriculture,
R/o Chikka-Hesarur village,
Tq: Lingasugur, Dist: Raichur.

(Exparte)

Claim: SPECIFIC PERFORMANCE OF CONTRACT.

J U D G M E N T

The plaintiff has filed this suit against the defendant seeking the relief of specific performance of contract directing the defendant to execute the registered sale deed dated: 10-11-2022



in favor of plaintiff by receiving balance sale consideration amount, in respect of the suit schedule property and for delivery of possession of the suit schedule property.

In alternate remedy, praying to direct the defendant to return the earnest money of Rs.5,00,000/- @2% interest and any other reliefs that deems fit and proper be granted in the interest of justice.

2. The suit schedule property is as fallows :-

The land bearing Sy.No.28/*2 measuring 03 acres 34 out of which to the extent of 01 acres 12 guntas bounded on East: Land of Hemanna, West: Land of Rayappa, North: Land of Prakashappa and South: Land of Sanna Mukappa situated at Chikka-Hesarur village, Tq: Lingasugur, District: Raichur.

3. The averments of the plaint in brief are as under :-

It is submitted that, defendant is the absolute owner and possessor of the land Sy. No.28/* Hissa 2 measuring 03 acres and 12 guntas out of which the land to extent of 1 acre 12 guntas situated at Chikka-Hesarur, Tq: Lingasugur. That defendant being absolute owner of the said land has offered to sell for his family



and legal necessities and the plaintiff agreed to purchase the same for consideration amount of Rs.6,00,000/-. Out of which the plaintiff paid part consideration amount of Rs.5,00,000/- to the defendant on 10-11-2022 accordingly the defendant has executed the registered agreement of sale deed bearing document No.LNG-1-10077/2022-23 (CD No.LNGD1210) in favour of the plaintiff on 10-11-2022 further it was decided that on the date of execution of registered sale deed the plaintiff has to make payment of remaining consideration amount of Rs.1,00,000/-. That Sri. Amaresh G Patil Advocate (Enrolment No.KAR/2892/2008 R/O Lingasugur has drafted the deed of agreement of sale deed and family inmates of the defendant namely Smt. Mariyamma W/O Channappa @ Chinnappa, Shiva Kumar S/O Channappa @ Chinnappa, Vijaya Kumar S/O Channappa @ Chinnappa and Hari Prasad S/O Channappa @ Chinnappa all are R/O Chikka Hesarur have put their signatures as a consent witnesses and one Amarappa S/O Gangapp Shali R/O Nilogal and Basavaraj S/O Siddappa R/O Kunikallur have put their signatures as attesting wetness and you by receiving the part consideration amount of



Rs.5,00,000-00 (Five lakhs) before the witness by acknowledging and after knowing the contents there in you have put your signature upon the said document and it was duly registered before the Sub Registrar Lingasugur on 10.11.2022

4. That this being the real facts and the plaintiff has made efforts to get registered sale deed from the defendant. And even after so many request made by the plaintiff the defendant being the responsible person has not turned up and come before for execution of the sale deed in favor of the plaintiff. Therefore plaintiff has approached the defendant and requested to execute the registered sale deed by receiving the remaining consideration amount of Rs.1,00,000-00, but the defendant being the responsible person to execute the registered sale deed has illegally succeeded in prolonging the days in one or the other way with ulterior motive by submitting the false assurance. There after the plaintiff has got issued legal notice to the defendant by requesting to execute registered sale deed as per terms of agreement of sale deed by receiving remaining consideration amount through his counsel on 14.12.2024. That even after receipt



of the legal notice the defendant has not turned up and come before for execution of the sale deed in favor of the plaintiff.

5. That now it is learn that, at the instigation of the ill-wishers of the plaintiff and in order to swallow the sold out property with illegal intention, defendant is trying to dispose of the suit property. Accordingly, it had become incumbent to the plaintiff to take legal action against the defendant and requested to execute the register sale deed by receiving remaining consideration amount, as per the terms of registered agreement of sale deed. And it is the bounden duty of the defendant to complete the performance of his contract by executing registered sale deed in favor of the plaintiff. That even after so many efforts made by the plaintiff the defendant has not taken any pain to give proper reply to the plaintiff. And even the advice of the elders and witness for the document. Hence, under compelled circumstances the only remedy to the plaintiff is to approach the Hon'ble court. Hence, plaintiff filed the present suit.

6. After issuance of notice to the defendant through the RPAD., the RPAD., cover returned, the defendant left the address without



information. Thereafter the counsel for the plaintiff took paper publication of suit summons on widely circulated daily newspaper Vijayavani. In spite of it the defendant remained absent, hence defendant placed *ex parte*.

7. In order to prove his case, the plaintiff himself examined as PW-1 and got marked 6 documents as per Ex.P.1 to Ex.P.6 and closed his side. The defendant remained absent, hence cross of Pw-1 taken as nil.

8. Heard arguments of learned counsel for plaintiff. Perused the record.

9. The following points that arise for my consideration :-

1. Whether the plaintiff proves that the defendant having agreed to sell the suit schedule property for Rs.6,00,000/- has executed registered agreement of sale dated 10-11-2022 by receiving advance consideration of Rs.5,00,000/-?
2. Whether the plaintiff proves that he is always ready and willing to perform his part of contract?
3. Whether the plaintiff is entitled for the reliefs as claimed? If yes, for what relief?



4. What Order or Decree?

10. My answers to the above Issues are as follows:

- Point No.1 : In the Affirmative
- Point No.2 : In the Affirmative
- Point No.3 : In the Partly Affirmative
- Point No.4 : As per final Order,
for the following:-

R E A S O N S

11. POINT NO.1 TO 3:- These points are taken up together for common discussion to avoid repetition, as they are inter related and based on same set of facts.

12. The plaintiff in order to prove his case examined himself as PW.1, he reiterated the same averments of the plaint at his chief examination affidavit and he got marked in all 6 documents.

The Ex.P-1 is the Registered agreement of sale dated:10-11-2022 the recital of which clearly establishes that, the plaintiff agreed to purchase the suit schedule property for valid consideration of Rs.6,00,000/-. Said agreement of sale registered before Sub Registrar office, Lingasugur on 10-11-2022 and from the recital of Ex.P.1, it reveals that the total consideration of



amount of sale is Rs.6,00,000/- and on the same day out of which the defendant received sale consideration of Rs.5,00,000/- in presence of witnesses and further the defendant has agreed that he execute the registered sale deed within two years from the date of execution of agreement of sale in favor of plaintiff by receiving balance consideration of Rs.1,00,000/-. Ex.P-2 is the computerized RTC., extract pertaining to suit property totally measuring 3 acres 34 guntas out of which 1 acre 12 guntas standing in the name of defendant. Ex.P.3 is the Legal notice issued by the plaintiff on 14-12-2024 to the defendant calling upon him to execute the registered sale deed in respect of suit schedule property by receiving the balance consideration amount. Ex.P4 is the Postal receipt and Ex.P-5 is the postal track tracking report. However the notice issued to the same address as shown in the agreement of sale. Hence, it is deemed service. The Ex.P.6 is the Postal acknowledgment.

13. However on perusal of Ex.P.1 to Ex P.6 it reveals that the defendant has executed Ex.P.1 registered sale agreement dated 10-11-2022 in favor of the plaintiff and agreed to sell suit schedule



property for consideration of Rs.6,00,000/- and defendant received part consideration amount such as Rs.4,00,000/- from the plaintiff and agreed that the defendant shall receive the remaining consideration amount. However the plaintiff has also issued legal notices to show his readiness and willingness to perform his part of contract. The said notice has been marked as Ex.P.3.

14. On the other hand, in spite of notice published on paper publication, the defendant has not turned up to the court, Such being the case, as the defendant was placed ex-parte, there was no-cross examination of PW-1 and further no defendant's evidence. So, there is no counter evidence in the matter. Hence, absolutely, there is no material on record to dis-believe the case made out by the plaintiff. The plaintiff has duly substantiated his contentions by filing his oral and documentary evidence at Ex.P.1 to Ex.P.6.

But it is pertinent to note here that the date of agreement of sale is 10-11-2022 and as per recital of the Ex.P1 i.e., registered agreement of sale deed, the plaintiff and defendant agreed for execution of registered sale deed within two year, therefore the



plaintiff ought to take legal action to get registered sale deed within two years from the date of agreement as it is also mentioned in the recital of the registered agreement of sale and the plaintiff issued legal notice on 14-12-2024 and herein suit filed on 10-01-2025 which is totally time barred. Hence plaintiff is not entitled to get relief of specific performance of contract. But however plaintiff proved he has paid earnest money of rupees 5,00,000/- to defendant, hence he is entitled to recover that amount from defendant with interest. Therefore, I answer Point No.1 and 2 in the Affirmative. Point no.3 in the partly affirmative.

15. POINT NO.4 :- In view of the aforesaid affirmative finding on Point No.1 to 3, I proceed to pass the following:

O R D E R

Suit of the plaintiff is hereby partly decreed with costs.

In the result, the defendant is hereby directed to return the earnest amount of Rs.5,00,000/- with interest @12% p.a., to the plaintiff from the date of suit till realization.



In the event, the defendant failed to return, the plaintiff is at liberty to recover the said amount as per due procedure of law.

Draw decree accordingly.

(On my dictation directly typed and printed by the Stenographer grade-III, corrected, signed and then pronounced by me in the open court on this the 9th day of April 2026)

(UNDI MANJULA SHIVAPPA)
Senior Civil Judge & JMFC.,
Lingasuguru.

A N N E X U R E

Witnesses examined on behalf of the Plaintiff :

PW.1 Smt. Hampamma W/o Shivappa,.

Documents marked on behalf of the Plaintiff:

Ex.P.1	Registered original agreement of Sale.
Ex.P.2	RTC., extract.
Ex.P.3	Legal Notice.
Ex.P.4	Postal receipt.
Ex.P.5	Postal tracking report.
Ex.P.6	Postal acknowledgment.

Witnesses examined on behalf of the defendant:

- N I L -

Documents marked on behalf of the defendant:

- N I L -

Senior Civil Judge & JMFC.,
Lingasugur.