

KARC200027112025



Presented on : 26-09-2025
Registered on : 26-09-2025
Decided on : 01-07-2026
Duration :00 yrs, 09 months, 05 days

IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C.,
DEVADURGA

Present:
Sri.Suresh Annappa Savadi.,B.A., LLB (SPL),
Senior Civil Judge & JMFC, Devadurga.

O.S.No.115/2025

DATED : THIS THE 1st DAY OF JULY 2026

Plaintiff: Umesh S/o. Narasimhalu,
Age: 38 years, Occ: Agriculture,
R/o.H.No.9-19-85, Gadwal road,
Maddipet, Raichur, Dist: Raichur.

(By Sri.B.S., Advocate)

--V/s--

Defendant:
1. Shamshuddin W/o. Ismail Sab,
Age: 48 years, Occ: Agriculture,
R/o. Mominpur, Devadurga,
Tq: Devadurga, Dist: Raichur.

(By Sri.A.P.Advocate)

1) Date of Institution of suit: 26-09-2025
2) Nature of the suit : Specific performance
3) Recording of Evidence : 01-04-2026
4) Closing of Evidence : 29-04-2026



5) Pronouncing of Judgment: 01-07-2026
6) Total duration of the suit : Years Months Days
 00 09 05

J U D G M E N T

The plaintiff filed this suit for specific performance of contract against the defendant in respect to suit schedule property.

2. Brief facts of the case:

The plaintiff contended that the defendant Shamshuddin is the owner and possession of the land bearing Sy.No.155/*/3 measuring 03 acres 10 guntas situate at Karadigudda village. The defendant for his family and legal necessity offered to sell the property for considering amount of Rs.6,00,000/- to the plaintiff. The plaintiff agreed to purchase the said land for said amount and the plaintiff paid advance sale consideration amount of Rs.5,50,000/- through cheque bearing No.931608 dated 19.07.2022 to the defendant. The defendant accepted the said cheque and executed the registered agreement of sale dated 19.07.2022 in favour of plaintiff in the presence of witnesses. The defendant agreed to execute the sale deed within 02 years from the date of agreement after preparation of form no.10, Akarband and map. The plaintiff approach many times but the defendant failed to perform his part of contract. Hence plaintiff issued the legal notice through RPAD on 29.07.2025. After service of notice the defendant neither



replied the notice nor executed the sale deed. Hence, plaintiff filed this suit.

3. After institution of the suit summons was issued to the defendant. After service of summons the defendant appeared through counsel but did not filed objection and not contested the suit.

4. To prove the case plaintiff entered into witness box examined himself as PW.1 and produced in all 07 documents which are marked as Ex.P.1 to 7 and in support of his case one witness was examined as PW.2 and closed the side. The defendant did not entered into witness box. Hence defendant evidence taken as nil.

5. Heard the arguments.

6. The following points arises for my consideration;

1. Whether the plaintiff is entitled the relief as sought in the plaint?

2. What order ?

7. My answered to the aforesaid points are as under;

Point No.1 : In the affirmative

Point No.2 : As per final order

for the following

R E A S O N S

8. **POINT NO.1:-** The plaintiff contended that the defendant Shamshuddin is the owner and possession of the



land bearing Sy.No.155/*/3 measuring 03 acres 10 guntas situate at Karadigudda village. The defendant for his family and legal necessity offered to sell the property for considering amount of Rs.6,00,000/- to the plaintiff. The plaintiff agreed to purchase the said land for said amount and the plaintiff paid advance sale consideration amount of Rs.5,50,000/- through cheque bearing No.931608 dated 19.07.2022 to the defendant. The defendant accepted the said cheque and executed the registered agreement of sale dated 19.07.2022 in favour of plaintiff in the presence of witnesses. The defendant agreed to execute the sale deed within 02 years from the date of agreement after preparation of form no.10, Akarband and map. The plaintiff approach many times but the defendant failed to perform his part of contract. Hence plaintiff issued the legal notice through RPAD on 29.07.2025. After service of notice the defendant neither replied the notice nor executed the sale deed.

9. To prove the case plaintiff entered into witness box examined himself as PW.1 and produced in all 07 documents which are marked as Ex.P.1 to 7 and in support of his case one witness was examined as PW.2. The Ex.P.1 is the original registered agreement of sale. Ex.P.2 is the legal notice, Ex.P.3 and 4 are the postal track documents and Ex.P.5 to 7 are the record of rights in respect of land bearing Sy.No.55/3.

10. After going through the material available on record, the plaintiff produced the original registered agreement which is



marked as Ex.P.1. It clearly shows that the defendant has executed the agreement of sale in respect of suit schedule property in favour of the plaintiff. After service of summons the defendant appeared through counsel but did not file written statement and not contested the case. As per CPC the defendant did not file written statement. Under such circumstances court shall pass judgment against him. The plaintiff has produced the material documents and also placed material evidence. The version of the plaintiff is undisputed and unchallenged. Hence, under such circumstances this court is of the opinion that the plaintiff is entitled to the relief as sought in the plaint. Hence plaintiff has proved the point No.1. Hence this court answered point No.1 in the affirmative.

11. **POINT NO.2:** For the reasons stated in the Point No.1, this court proceed to pass the following;

O R D E R

The suit of the plaintiff is hereby decreed with costs.

The defendant is directed to execute the sale deed in favour of plaintiff by receiving balance sale consideration amount of Rs.1,00,000/- in respect of suit schedule property within 2 months from the date of this order.



Draw decree accordingly.

(Dictated to the stenographer transcribed, computerized and printout taken by him, corrected and then pronounced by me in the open court on this the 1st day of July 2026)

(Sri.Suresh Annappa Savadi)
Senior Civil Judge and JMFC,
Devadurga.

A N N E X U R E S

1. List of witness examined on behalf of plaintiff:
P.W-1 : Umesh S/o. Narasimhalu
P.W-2 : Rangareddy S/o. Venkatareddy
2. List of documents marked on behalf of plaintiff:
Ex.P.1 : Original registered agreement of sale
Ex.P.2 : Legal notice
Ex.P.3 & 4 : Postal track documents
Ex.P.5 to 7 : Record of rights
3. List of witness examined on behalf of defendant:
-Nil-
4. List of documents marked on behalf of defendant:
-Nil-

(Sri.Suresh Annappa Savadi)
Senior Civil Judge and JMFC,
Devadurga.