

KARC510014442023



**IN THE COURT OF PRL CIVIL JUDGE & JMFC
COURT., AT SINDHANUR.**

PRESENT:- **Smt.RUPA. C. VAGGA**, B.B.A., LL.B.,
Prl Civil Judge & JMFC
Court., Sindhanur.
C/c. IInd Addl CJ and JMFC-Sindhanur.

DATED THIS THE 14th DAY OF JULY-2026.

O.S.NO.232/2023

PLAINTIFFS :

1.Parvathi W/o Ramesh,
Age: 35 Yrs.,

2.Gayatri D/o Ramesh,
Age:12 years,

3.Priyanka D/o Ramesh,
Age:11 years,

4.Shantha D/o Ramesh,
Age:9 years,

5.Mahalingaraya S/o Ramesh,
Age:8 years,
Plaintiff No.2 to 5 are minors,
hence through their next friend & natural
mother Parvathi ie., plaintiff No.1 herein.
All are R/o at.Aralahalli village,
Tq: Sindhanur, Dist: Raichur.

(By Sri. G.S.R.K Adv)



// Vs //

DEFENDANT :

Smt. Padmaja W/o. Raghavendraraao,
Age:43 years,
R/o Harikrishnanilaya, H.No.38,
plot No.32, 3rd cross, Neharu colony,
police house station,
Bellary, Cell:9632508721.

(By Sri.C.D., Adv)

Date of Institution of Suit	-	29.05.2023.
Nature of Suit	-	Specific Performance of Contract.
Date on which commencement of recording of evidence.	-	27.09.2023.
Date of pronouncing of Judgment	-	14.07.2026.

Total Duration.	-	Year/s	Month/s	Day/s
		03	01	15

J U D G M E N T

The plaintiff has filed this suit against the
defendant for the relief of Specific Performance of
Contract based on Agreement of Sale dtd.08.02.2010 to



execute the Register Sale Deed in favor of the plaintiff in respect of suit property beg.its.Sy.No.138*/1, meg 15 acre 03 guntas, situated at Kalmangi village in which only to an extent of 7 acres 22 guntas standing in the name of defendant (hereinafter referred as suit property) in the interest of justice and sought some other incidental reliefs.

2. The case of the plaintiff in brief as follows –

The defendant is the owner in possession and enjoyment of the suit property. The said suit property purchased by the defendant under the sale deed dtd.09-02-2000 from one Krishnamurthy S/o Ramachari. The defendant approached the plaintiff and offered to sell the portion suit property for his family and legal necessities. One Ramesh has shown his interest to purchase the same. Thereafter, sale price fixed for a sum of ₹.3,25,000/- and executed Sale agreement



dtd.08.02.2010 in favor of plaintiff and received part sale consideration amount of ₹.1,00,000/-. The defendant executed a Sale Agreement on 08.02.2010 for a sum of ₹.3,25,000/- in favour of plaintiff towards sale consideration on the same day in the presence of attesting witnesses. Further the defendant agreed to execute the sale deed after obtaining all relevant documents in respect of suit schedule property. The plaintiff called the defendant for several times to execute the Register Sale Deed of the suit property in his name. But defendant was postponing the same on one or other pretexts. The plaintiff is ready and willing to purchase the suit property from the defendant, but the defendant was not ready to perform his part of contract.

2(a). Further pleaded that, one Megharaj R/o Kalmangi after came to know about the sale agreement executed by the defendant in favor of Ramesh, the said



Megharaj has lodged a false Atrocity case on 24-09-2010 before Turvihah PS against Ramesh and other. Thereafter, the Ramesh and his family members came to know about the pendency of civil case between the Defendant's family and family of Megharaj. But the defendant dishonestly suppressed all these facts and entered into Sale agreement. Then, the Ramesh approached the defendant, he assured that he will execute sale deed only after disposal of civil case.

2(b). It is further avarred by the plaintiff that, Ramesh died on 16-10-2016 leaving behind plaintiffs No.1 to 5. Then, the plaintiffs also approached the defendants to execute sale deed but defendant postponed the same on the same reason but, the civil suits were disposed by the Hon'ble High court of Karnataka. After disposal of the case, they once again approached the defendant to receive balance amount and to execute sale



deed but he demanded additional amount of Rs.3,00,000/- per acre. This claim is against the terms of Sale agreement. In order to grab excess amount, the defendant refused to execute sale deed.

2)c). Hence, being no other go, the plaintiffs issued legal notice to the defendant on 14-02-2023 but he refused to receive the RPAD. Therefore, the plaintiffs approached to this Hon'ble court by filing this suit. Hence, prayed for decree the suit.

3. In pursuance of service of suit summons, defendant appeared through his counsel but not filed written statement.

4. In order to prove the case of the plaintiffs, the plaintiff No.1 got examined herself and on behalf of other plaintiffs as P.W-1 got examined, got marked 7 documents as per Ex.P-1 to 7, Ex.P-1(a&b) and in support of plaintiffs' case, he got examined one attesting



witness by name Amareshappa as P.W-2 and got marked Ex.P-1(c) and closed his side evidence.

5. Now the points that arise for the consideration of this Court are as follows :-

P O I N T S

1. Whether the plaintiff proves that, the defendant agreed to sell the suit schedule property for sale consideration amount of ₹.3,25,000/- and executed Agreement of sale?
2. Whether the plaintiff proves that, she has been ever ready and willing to perform their part of contract?
3. Whether the plaintiff is entitle for the relief of specific performance of contract?
4. What Order or Decree?

6. Heard the argument from the plaintiffs, this court has gone through the entire records available on record, on perusal of pleadings, oral and documentary evidences on record, this court answer to the above points as follows –



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

REASONS

7. **POINT NO.1 TO 3:** These points are interconnected to each others, hence I have taken these points together for common discussion to avoid the repetition of facts.

8. The plaintiffs have filed present suit for Specific Performance of contract on the basis of Agreement of sale dtd.08.02.2010 executed by the defendant. The plaintiffs submitted that, the defendant was in need of money for his family and legal necessisities, thereby he agreed to sell the suit property for a sum of ₹.3,25,000/- and executed Agreement of Sale dtd.08.02.2010 by receiving part sale consideration



amount of ₹.1,00,000/-. The defendant agreed to execute the Register Sale Deed in favour of plaintiff after obtaining necessary documents. In spite of request, he didn't perform his part of contract and he failed to execute the Register Sale Deed.

9. In order to prove the execution of Agreement of Sale, the plaintiff no.1 got examined as P.W-1 and got marked seven documents as per Ex.P-1 to 7 and Ex.P-1(a & b). **Ex.P-1** is the Registered Agreement of sale executed by the defendant in favour of plaintiff herein, **Ex.P-2** is the RTC extracts of suit property, **Ex.P-3** is the legal notice said to have been issued by the plaintiff to the defendant dtd.14.02.2023, **Ex.P-4** is the postal receipt, **Ex.P.5** is the envelop, **Ex.P.6** is the C.C of Judgment in Spl.case.Atrocity No.24/2011 and **Ex.P.7** is the Judgment in RSA No.2000022/2016 C/W 200021/2016.



10. The P.W-1 has reiterated the plaint averments in his chief-examination with regard to execution of sale agreement executed by the defendant and receiving part sale consideration amount of ₹.1,00,000/-. After service of summons, defendant appeared but not filed written statement. In order to prove plaintiffs' case, plaintiff No.1 got examined attesting witness by name Amareshappa as P.W-2, who supported the case of P.W-1. The evidence of P.W-1, 2 and documents/Ex.P-1 to P-7 of the plaintiff remained unchallenged.

11. The Ex.P-1 is Agreement of sale has got presumptive value with regard to its execution and the signature found on the document. Further, there are no reasons to disbelieve the oral and documentary evidences of the P.W-1 is un-rebutted and unchallenged. Under these circumstances, this Court has no other option except to accept the evidence of the P.W-1 and to



come to the conclusion that the defendant executed the Agreement of Sale as per Ex.P-1 in favour of the deceased Ramesh, the plaintiffs are the LRs' of Ramesh in respect of the suit property by receiving part sale consideration amount of ₹.1,00,000/-.

12. Further it is the case of the plaintiffs that, they are always been ready and willing to perform their part of contract to get the Sale Deed in their name and get the Sale Deed in their favour. The defendant appeared, but he failed to contested the case of the plaintiffs. Under these circumstances, this Court has no other option to come to the conclusion that, the plaintiffs are always ready and willing to perform their part of contract as per Sale Agreement dtd.08.02.2010. The plaintiffs have proved that the defendant executed the Agreement of Sale as per Ex.P-1 in favour of deceased Ramesh and also produced RTC extract of the suit property as per



Ex.P-2. Under these circumstances, this Court has no other option except to accept the evidence of the plaintiff and come to the conclusion that the plaintiff is entitled for the Relief of Specific Performance of Contract as sought in the suit. The defendant not at all challenged the case of the plaintiff. The plaintiff has proved the execution of Agreement of sale in their favour by oral evidence and also documents by produced the documents as per Ex.P-1 as documentary evidence. Therefore, the plaintiffs are entitle for enforcement of execution of Register Sale Deed as per terms of the Agreement of Sale. The plaintiffs are entitle for main relief for execution of Sale Deed. Hence, I answered **Point No. 1 to 3 are in the 'Affirmative'**.

13. **POINT NO.4:** For the reasons and discussions made above and finding given on the above Points, I proceed to pass the following -



ORDER

Suit of plaintiffs is decreed with cost.

Defendant is hereby directed to execute the Register Sale Deed in respect of the suit property in favour of the plaintiff by receiving balance sale consideration amount of ₹.2,25,000/- within 2 months from the date of this Judgment. Which otherwise the plaintiffs are at liberty to get the Sale Deed registered in their favour through the process of law.

Draw decree accordingly.

(Directly dictated to the steno-III, typed by him, corrected signed & then pronounced by me in open Court on this the 14th Day of July-2026)

Sd/-

(Smt.RUPA. C. VAGGA)

Prl Civil Judge & JMFC Court., Sindhanur.

C/C IInd Addl CJ and JMFC-Sindhanur.

-: ANNEXURE :-

LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF/S

P.W.1	–	Smt.Parvathi.
PW.2	-	Amareshappa.



LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF/S

- | | | |
|--------|---|---|
| Ex.P-1 | - | Registered Agreement of Sale. |
| Ex.P-2 | - | RTC extract. |
| Ex.P-3 | - | Notice. |
| Ex.P-4 | - | Postal receipt. |
| Ex.P.5 | - | Postal Cover. |
| Ex.P.6 | - | Judgment in Spl.case.Atrocity.
No.24/2011. |
| Ex.P.7 | - | Judgment in RSA No.2000022/2016
C/W 200021/2016. |

LIST OF WITNESSES EXAMINED AND LIST OF DOCUMENTS MARKED ON BEHALF OF DEFENDANT/S

-Nil-

Sd/-

(Smt.RUPA. C. VAGGA)

Prl. Civil Judge & JMFC Court., Sindhanur.

C/C IInd Addl CJ and JMFC-Sindhanur.