

KARN210005082023



Presented on : 11-04-2023
Registered on : 11-04-2023
Decided on : 16-04-2026
Duration : 03 years, 00 months,
06 days

**IN THE COURT OF THE ADDL. SENIOR CIVIL JUDGE &
JMFC, CHANNAPATNA**

:PRESENT:

SANDESHA.K., M.A., L.L.B.,
Addl. Senior Civil Judge & JMFC,
Channapatna

Dated, this the 16th day of April 2026

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PLAINTIFFS:-

1. Smt.Yashodamma,
W/o Late Nagaraju.T,
Aged about 54 years,
2. Smt.Sandya.N,
W/o Surendra,
D/o Late T.Nagaraju,
Aged about 35 years,
3. Sri.Sagar.N,
S/o Late Nagaraju.T,
Aged about 33 years,

All are at R/at,
Malagalu Village,
Akkuru Hosahalli Post,
Virpkshipura Hobli,

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Channapatna Taluk,
Ramanagara District.

(By Sri. D.K., Advocate)

V/s

DEFENDANTS:-

1. Smt.Gowramma,
W/o Raju,
Aged about 55 years,
2. Sri.Ravikumar.M.R,
S/o Raju,
Aged about 35 years,

Both are R/at,
H.Mogenhalli Village,
Kasaba Hobli,
Channapatna Taluk,
Ramanagara District.

(By Sri. D.S.S., Advocate)

DATE OF PRESENTATION OF THE

SUIT : 11.04.2023

**NATURE OF THE SUIT : SPECIFIC
PERFORMANCE
OF CONTRACT**

EVIDENCE COMMENCED ON : 09.12.2024

EVIDENCE CLOSED ON : 03.03.2026

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ARGUMENTS HEARD ON

: 13.03.2026

JUDGMENT PRONOUNCED ON

: 16.04.2026

DURATION OF THE SUIT

**: Year/s Month/s Day/s
-03- -00- -06-**

(SANDESHA.K.)

Addl. Senior Civil Judge & JMFC
Channapatna.

JUDGMENT

The plaintiffs have filed this suit against the defendants seeking the relief of specific performance of contract with respect to agreement of sale dated:22.12.2017 directing to the defendants to execute sale deed in favour of plaintiffs with respect to plaint schedule property by receiving balance sale consideration and such other relief.

2. The brief facts of the plaintiff's case is that:

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Plaint schedule property is the self-acquired property of the defendants. Defendants Are agreed to sell the suit property for the sale consideration amount of Rs.6,00,000 and execute registered sale agreement dated 22.12.2017 by receiving advance sale consideration amount of Rs.5,00,000 and agreed to execute the regular sale deed by receiving remaining sale consideration amount of Rs.1,00,000. Defendants are agreed to execute the sale deed within 1 year from the date of agreement by furnishing all the documents. After expiration defendants have executed shara on 30.11.2021 and agreed to execute the sale deed within 11 months from the date of shara. In the month of December 2022, plaintiff approached the defendants to execute the sale deed. But defendants denied the same. In the meantime husband of plaintiff No.1 father of the plaintiff No.2 and 3 namely Nagaraju was died on 23.01.2023. Defendants are not executed the sale deed by



giving one or another reason. Therefore plaintiff has issued a legal notice on 06.03.2023. But defendants have not given any reply. Hence plaintiff has filed this suit.

3. As against the suit filed by the plaintiffs, the defendants have appear before the through their advocate but they have not filed written statement hence written statement of defendants taken as not filed.

4. As there is no written statement in the suit, no issues are framed, but in order to arrive at a definite finding as regards the matter in issue, this court formulated the following points for determination;

- 1. Whether the plaintiffs proves that the defendants have agreed to sell the suit schedule property for Rs.6,00,000/- and executed registered Agreement of Sale dated 22.12.2017 in favour of husband of the plaintiff No.1 and father of plaintiff No.2 and 3 by receiving advance sale consideration amount of Rs.6,00,000/- and agreed to execute a regular sale deed in terms of the said agreement of sale by**



receiving the balance sale consideration amount of Rs.1,00,000/- within 1 year and also executed shara dated 30.12.2021 and agreed to execute the sale deed with in 11 months?

- 2. Whether the plaintiffs prove that they are always been ready and willing to perform their part of the contract?**
- 3. Whether the plaintiff is entitled for the specific performance of contract as prayed in the plaint?**
- 4. What order or decree?**

5. In order to prove the case, the plaintiff No.1 has been examined herself as PW-1 and examined 1 witnesses PW-2 and got marked -07- documents as Ex.P-1 to Ex.P-7. As the defendants have not filed written statement hence, evidence of the defendants does not arise.

6. Heard the argument of erudite counsel for the plaintiff.

7. I have perused the pleadings and material placed



on record.

8. My findings to the above issues are as under:

Issue No.1: In the **AFFIRMATIVE**
Issue No.2: In the **AFFIRMATIVE**
Issue No.3: In the **AFFIRMATIVE**
Issue No.4: **As per final order**
for the following.

REASONS

9. Point No.1 to 3:- Since these issues are inter-related to each other, they are taken up together for common discussion in order to avoid repetition of facts and findings.

10. The plaintiffs have knocked the doors of justice seeking the relief of specific performance of contract and for other reliefs by contending that the defendants are executed agreement of sale in favour of the husband of the plaintiff No.1 and father of the plaintiff No.2 and 3 by receiving



advance amount of Rs.5,00,000/-, but the defendants are not willing to perform their part of contract. In order to establish the aforesaid contention of the plaintiffs, the plaintiffs are required to prove the essential ingredients of specific performance of contract. To establish the aforesaid fact, plaintiff No.1 has been examined herself as PW-1 by filing an affidavit in lieu of her examination-in-chief. During the course of evidence of PW-1, she has produced -7- documents which are marked as Ex.P-1 to Ex.P-7 and also 1 witnesses examine as PW-2 .

11. During the course of arguments, the erudite counsel for the plaintiffs have vociferously contended that, the plaintiffs have clearly proved there case regarding execution of agreement of sale, therefore, the suit of the plaintiffs are fit to be decreed. The evidence of the plaintiffs are unchallenged. Though the defendants have appeared



before the court through their counsel, they have not filed written statement and also not cross examined PW1 and PW2. Hence, evidence of the plaintiffs are unchallenged.

12. After hearing the argument of counsel appearing for the combating parties and on careful dissection of material available on record, the moot questions arises for consideration are whether plaintiffs proved the execution of agreement of sale executed by the defendants or not? Whether the plaintiffs are ready and willing to perform their part of contract or not? and what was the nature of contract?

13. In the background of ocular and documentary evidence available on record, it appears that as per the contention of the plaintiff that defendants are the absolute owner the plaint schedule property. Ex.p1 clearly shows that, defendants received advance sale consideration



amount Rs.5,00,000/- .There is no defence of the defendants. Hence, evidence of the plaintiff is unchallenged.

14. In this regard it is relevant note the judgment of Hon'ble Supreme reported in 2022 LiveLaw(SC) 375 between Ramasubamma V/s Vijalakshmi and others the Hon'ble Supreme Court held,

In a suit for specific performance of agreement to sell-ones the execution of agreement to sell and the payment of advance substantial sale consideration is admitted by the vendor nothing is required to be proved by the vendee.

15. In the present case on hand defendants have received substantial amount from the plaintiffs. Hence, plaintiffs are not required to be proved further.

16. Ex.P1 is the registered instruments. Upon going thorough the Ex.,P1 clearly shows that, plaint schedule

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property self acquired property of the defendants and they executed sale agreement in favour of a husband of the plaintiff No. and father of the plaintiff No.2 and 3 for the total sale consideration amount of Rs.6,00,000/- and they received advance sale consideration amount of Rs.5,00,000/-. Ex.P1 revivals that with in 1 year from date of agreement the defendants are agreed to executed a sale deed, and also execute shara in favour of husband of the plaintiff No.1 and father of the plaintiff No.2 and 3 on 30.11.2021. When the defendants are failed to do the execution of the sale deed as per the terms of Ex.P.1 and 2, the plaintiffs have issued notice as per Ex.P4. Ex,.P4 produced by the plaintiff clearly shows that, the plaintiffs are always ready and willing to perform there part to contract. Moreover, the defendants are received the substantial amount hence, plaintiffs are nothing to prove further.



17. Plaintiffs are produced demand register extract extracts which clearly shows that, defendants is owner of the plaint schedule property. As already stated that, though defendants are appear before court through their counsel but they have not filed written statement and also not cross-examine the PW-1 and 2 on point of law.

18. The plaintiffs have knocked the doors of justice seeking for specific performance of contract in respect of agreement of sale. Admittedly, as per the discussion made supra in the point No.1 to 3 it is crystal clear that the plaintiffs have proved the execution of agreement of sale and shara. As per Ex.P-3 suit schedule property is the self acquired property of the defendants. Plaintiffs are prove that defendants executed sale agreement in the presence of the witnesses and agreed to executed a sale deed in favour of husband of the plaintiff No.1. In order to prove the sale



agreement plaintiffs examine 1 witnesses. Said witnesses is not cross-examination by the defendants to testified the veracity of the witness. Hence, plaintiffs are entitled for relief of specific performance of contract. Hence, I am answering point No.1 to 3 in the **AFFIRMATIVE**.

19. Point No.4:- In view of my findings on the issue No.1 to 4, I proceed to pass the following:-

ORDER

The suit filed by the plaintiffs are hereby decreed with costs.

The defendants are hereby directed to execute the sale deed in favour of the plaintiffs by receiving balance sale consideration within two months from the date of decree.

The plaintiffs shall deposit balance sale consideration in the court



within a period of 30 days from the date of decree.

If the defendants have failed to execute the sale deed as per the terms of judgment, then the plaintiffs are at liberty to take appropriate action as per law.

Draw decree accordingly.

(Dictated to the Stenographer directly on the computer and signed by me and then pronounced in the Open Court on this 16th day of April 2026)

(SANDESHA.K.)

**Addl. Senior Civil Judge & JMFC
Channapatna.**

A N N E X U R E

List of witnesses examined on behalf of the Plaintiff side:

- PW-1 : Smt.Yashodamma
PW-2 : Sri.Naveen Kumar
PW-3 : Sri.M.S.Ravishankar

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List of documents marked on behalf of the Plaintiff side:

- Ex.P1 : Sale deed dated 22.12.2017
Ex.P2 : Shara Agreement dated 30.11.2021
Ex.P3 : Demand register
Ex.P4 : Legal Notice dated 06.03.2023
Ex.P5 & 6 : Postal receipts
Ex.P7 : Death certificate of T.Nagaraju

List of witnesses examined on behalf of the Defendants side:

-NIL-

List of documents marked on behalf of the Defendants side:

-NIL-

(SANDESH.K.)
Addl. Senior Civil Judge & JMFC
Channapatna.



**(JUDGMENT PRONOUNCED IN THE OPEN COURT
(ON /16/04/2026)
(VIDE SEPARATE ORDER)**

ORDER

The suit filed by the plaintiffs are hereby decreed with costs.

The defendants are hereby directed to execute the sale deed in favour of the plaintiffs by receiving balance sale consideration within two months from the date of decree.

The plaintiffs shall deposit balance sale consideration in the court within a period of 30 days from the date of decree.

If the defendants have failed to execute the sale deed as per the terms of judgment, then the plaintiffs are at liberty to take appropriate action as per law.

Draw decree accordingly.

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Addl. Senior Civil Judge & JMFC
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**corrected, ready to print. See para no, type
cause title etc.....**