

KARN210013822021



Presented on : 22-12-2021
Registered on : 22-12-2021
Decided on : 09-04-2026
Duration : 04 years, 03 months,
19 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 09th day of April 2026

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PLAINTIFF:-

Sri.Shivakumar.N.K,
S/o Late Krishnappa,
Aged about 46 years,
R/at #2865, 1st Main,
Raja Kempegowda Extension,
Channapatna Town,
Ramanagara District.

(By Sri. N.N.M., Advocate)

V/s

DEFENDANTS:-

1. Sri.B.C.Nagaraju,
S/o Late Channakegowda,
Aged about 49 years,
R/at No.# 13/1,
1st Cross,

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Vivekananda Nagar,
Channapatna-562160,
Ramanagara District.

And also residing at,
4th Floor, Nalini Complex,
7th Cross, Kuvempu Nagar
South, B.M.Road,
Channapatna Town-562160.
Ramanagara District.

And also doing business at,
Dreamland Textiles,
Readymade Complex,
Family Store, # 453/2A,
Dream Complex,
Opp.Indian petrol Bunk,
B.M.Road,
Channapatna Town,
Ramanagara District.

(By Sri. B.G., Advocate)

DATE OF PRESENTATION OF THE SUIT: 22.12.221
NATURE OF THE SUIT : SPECIFIC PERFORMANCE OF CONTRACT
EVIDENCE COMMENCED ON : 14.11.2022
EVIDENCE CLOSED ON : 13.10.2025
ARGUMENTS HEARD ON : 02.03.2026

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JUDGMENT PRONOUNCED ON : 09.04.2026

**DURATION OF THE SUIT : Year/s Month/s Day/s
-04- -03- -19-**

(SANDESHA.K.)

Addl. Senior Civil Judge & JMFC
Channapatna.

JUDGMENT

The plaintiff has filed this suit against the defendants seeking the relief of specific performance of contract with respect to agreement of sale dated:02.12.2020 directing to the defendant to execute sale deed in favour of plaintiff 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:

Defendant is the owner of the plaint schedule property. Defendant entered into registered agreement to sell on 02.12.2020 with the plaintiff and agreed to sell the

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suit schedule property for the total consideration amount of Rs.30,00,000/- and on the same day he executed a registered sale agreement by receiving advance sale consideration amount of Rs.25,00,000/- and further agreed to receive balance sale consideration amount of Rs.5,00,000/- at the time of execution of sale deed and get the registered with in 6 month from the date of agreement. But despite of several approach defendant cannot executed sale deed. Plaintiff is always ready and willing to perform his part of contract and he is ready with balance sale consideration.

3. It is further stated that, when the defendant did not comply the demand of the plaintiff, plaintiff issued notice on 28.10.2021 but said notice is unclaimed. Hence, this suit.

4. As against the suit filed by the plaintiff, the defendant has appear before the through his advocate and

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filed written statement. In the written statement defendant is dined entire plaint averments and admitted that he is owner the plaint schedule property and further contended that plaintiff is Government Official. He was working in in Educational Department, the said plaintiff granted a loan to the defendant for a sum of Rs.20,00,000/- on interest 2% per month, on the security of the above said loan amount, defendant was executed a loan agreement, and he was paid interest regularly from November 2021. He has fails to pay interest on the principal amount due to business loss. Number of time defendant promised to return the above said amount. He was obtained a loan on the suit schedule property. The said loan obtained from the S.B.I. for the security of the above said loan amount defendant was deposited the title deed. The suit schedule property is garden land, in the schedule property there is a residential house is situated in that schedule property,

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there are number of valuable trees are grown, there are a Mango trees, cocount tree, Neema tree and other crops and the trees are existing in the suit schedule property, the value of the suit schedule property is as 2 crores and above. The question of sell of the property to the plaintiff in meger price for a sum of Rs.30,00,000/- does not arise. The schedule property 2 running borewells are their, defendant and his family were resided in the schedule property. Defendant is always ready to pay the loan amount of Rs.20,00,000/- along with interest as per the RBI guidelines within a short period. The suit schedule property is only to the family property of the defendant there is no other property for there lively wood as well as residential purpose. Plaintiff fail to show is ready and willingness. After the lapse of 10 months plaintiff got issued a legal notice and filed this false suit in respect of wrongful gain. Hence, pray for the dismiss the suit with



cost.

5. On the basis of above pleadings, my learned Predecessor-in-office has framed the following issues:

1. **Whether the plaintiff proves that the defendant has agreed to sell the suit schedule property for Rs.30,00,000/- and executed registered Agreement of Sale dated 02.12.2020 (duly registered on 04.12.220) in his favour by receiving advance sale consideration amount of Rs.25,00,000/- 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.5,00,000/- within 6 months?**
2. **Whether the plaintiff proves that he is always been ready and willing to perform his part of the contract?**
3. **Whether the plaintiff is entitled for the specific performance of contract as prayed in the plaint?**
4. **Whether the defendant proves that plaintiff granted a loan to the tune of Rs.20,00,000/- and for security he has executed loan agreement in favour of plaintiff as collateral security?**



5. What order or decree?

6. In order to prove the case, the plaintiff has been examined himself as PW-1 and examined 2 witnesses PW-2 and 3 and got marked -11- documents as Ex.P-1 to Ex.P-11.

7. On the other hand, the defendant examined has been examined himself as DW1 and got marked 16 document as Ex.D1 to 16.

8. Heard the argument of erudite counsel for the plaintiff and defendant.

9. I have perused the pleadings and material placed on record.

10. 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: In the **NEGATIVE**



Issue No.5: **As per final order**
for the following.

REASONS

11. ISSUE 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.

12. The plaintiff has knocked the doors of justice seeking the relief of specific performance of contract and for other reliefs by contending that the defendant has executed agreement of sale in favour of the plaintiff by receiving advance amount of Rs.25,00,000/-, but the defendant is not willing to perform his part of contract. In order to establish the aforesaid contention of the plaintiff, the plaintiff is required to prove the essential ingredients of specific performance of contract. To establish the aforesaid fact, plaintiff has been examined himself as PW-1 by filing

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an affidavit in lieu of his examination-in-chief. During the course of evidence of PW-1, he has produced -11- documents which are marked as Ex.P-1 to Ex.P-11 and also 2 witnesses as PW-2 and 3. The learned counsel for the defendant has lengthy cross-examined the PW-1 to 3 and denied the contents of Ex.P-1.

13. The defendant has admitted the sale transaction and contended that, he executed sale agreement in favour of plaintiff for the propose of security of loan. In order to the prove above contention defendant examined himself as DW-1 and also produced 16 documents as Ex.D-1 to Ex.D-16. But defendant has failed prove the above said contention. Except self service statement of the defendant, he has not produced any supporting document to prove that, he executed Ex.P.1 in favour of plaintiff as collateral security. Hence, the contention of the defendant has not holds water.

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14. During the course of arguments, the erudite counsel for the plaintiff has vociferously contended that, the plaintiff has clearly proved his case regarding execution of agreement of sale, DW-1 also admitted the aforesaid fact and the signature the agreement of sale, therefore, the suit of the plaintiff is fit to be decreed. Whereas, on the other hand, the erudite counsel for the defendant has canvassed that, plaintiff has not ready and willing to perform his part of contract. For the propose of loan security defendant has executed agreement of a sale in favour of plaintiff. Therefore, the erudite counsel for the defendants sought for dismissal of suit.

15. 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

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consideration are whether plaintiff proved the execution of agreement of sale executed by the defendant or not? Whether the plaintiff is willing to perform his part of contract or not? and what was the nature of contract?

16. In the background of ocular and documentary evidence available on record, it appears that as per the contention of the plaintiff that defendant is the absolute owner the plaintiff schedule property. Upon going through contents of the written statement filed by the defendant reveals that transaction between the plaintiff and defendant on 02.12.2020 is admitted by the defendant. The main contention of the defendant is he executed a sale agreement in favour of plaintiff for purpose of loan security and plaintiff not prove the readiness and willingness to perform the contract. The defendant is admitted the agreement dated 02.12.2020. In this regard it is necessary to extract the oral evidence of the DW1. During the cross-examination

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DW-1 is stated that, ಡಿಸೆಂಬರ್ 2021 ರಂದು ಹಣಕಾಸಿನ ತೊಂದರೆ ಇತ್ತು ಎಂದರೆ ಇಲ್ಲ. ದಾವಾ ಸ್ವತ್ತು ನನ್ನ ಸ್ವಂತ ಸ್ವತ್ತು ಎಂದರೆ ಸರಿ. ವಾದಿಯಿಂದ 20 ಲಕ್ಷ ಹಣ ಸಾಲ ಪಡೆದಿದ್ದೆ ಆದರೆ ದಾವಾ ಸ್ವತ್ತು ಅಡಮಾನ ಮಾಡಿಕೊಳ್ಳಲು ತೊಂದರೆ ಇತ್ತು ಎಂದರೆ ನಂಬಿಕೆಯಲ್ಲಿ ಹಣಕೊಸರ ಬರೆದು ಕೊಟ್ಟಿದ್ದೆ. The cross-examination of the DW1 shows that, he executed a sale agreement for the loan security and he receive he availed loan from the plaintiff of Rs.20,00,000/- but Ex.p1 clearly shows that, defendant received advance sale consideration amount Rs.25,00,00/- if the defendant is availed a loan of amount Rs.20,00,0000/- how he executed a agreement for the tone of Rs.25,00,000/-. Hence, the evidence of the defendant clearly shows that, he executed a sale agreement in favour of plaintiff by receiving substantial amount. **In this regard it is relevant note the judgment of Hon'ble Supreme reported in 2022 LiveLaw(SC) 375 between Ramasubbamma V/s Vijalakshmi and others the Hon'ble Supreme Court held in a suit for specific performance of**

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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. In the present case. Hence, defendant is admitted that, he received payment of advance substantial sale consideration, Hence, plaintiff is not required to be proved further.

17. Ex.P1 is the registered instruments. Upon going thorough the Ex.,P1 clearly shows that, plaint schedule property self acquired property of the defendant and he executed sale agreement in favour of a plaintiff for the total sale consideration amount of Rs.30,00,000/- and he received advance sale consideration amount of Rs.25,00,000/-. Ex.P1 revivals that with in 6 months from date of agreement the defendant is agreed to executed a sale deed, when the defendant is failed to do so the plaintiff ha s issued notice as per Ex.P7. Ex.,P7 produced by the plaintiff

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clearly shows that, the plaintiff is always ready and willing to perform his part to contract. Moreover, the defendant is received substantial amount hence, plaintiff is nothing to prove further. Hence, the contention of the defendant that, the plaintiff is not ready and willing to perform is part of contract is not acceptable.

18. Plaintiff is produced RTC extracts EC, mutation register which clearly shows that, defendant is owner of the plaint schedule property. Ex.P8 and 9 produced by the plaintiff shows that, notice issued by the plaintiff is unclaimed.

19. As already stated that, defendant is admitted the signature found in Ex.P1 and also further admitted that defendant is received advanced sale consideration amount of Rs.25,00,000/-. Therefore, the contention raised by the defendant as no hold water.

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20. The plaintiff has 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 issue No.1 to 3 it is crystal clear that the plaintiff has proved the execution of agreement of sale. As per Ex.P-3 to 5 suit schedule property is the self acquired property of the defendant. Plaintiff is prove that defendant us executed sale agreement in the presence of the witnesses and agreed to executed a sale deed in favour of plaintiff. In order to prove the sale agreement plaintiff us examine 2 witnesses. Said witnesses are subject cross-examination by the defendant. But nothing is to be elicited from the month of the PW-2 and 3 with regard to the contention of the defendant. Hence, plaintiff is entitled for relief of specific performance of contract. Hence, I am answering issue No.1 to 3 in the **AFFIRMATIVE.**

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21. ISSUE No.4:- Further more as already discussed in issue No.1 to 3 the main contention of the defendant that, plaintiff granted loan of Rs.20,00,000/- and for the security he executed loan agreement. In order to prove the above said contention defendant has produced family tree, RTC extracts, Tax paid receipt, Electricity bill , income tax return. If the defendant is received loan from the the plaintiff he can shown in his income tax return. But in the Ex.D7, the transaction of the defendant is not found. The another contention defendant that, there is a house in the suit schedule property. In order to prove above said contention the defendant has produced photos and demand register extracts but except said document defendant has not produced any license obtained from concerned Grama Panchayathi. Mere production photos are not sufficient prove contention of the defendant. The defendant has not produced any cogent and convincing

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document to prove the issue No.4 and also not examine any witness to prove his contention. If the defendant has executed sale agreement for propose of loan security he can produced another transaction document to shows that the agreement between the plaintiff and defendant is only for loan transaction but defendant is not produced single iota document to shows that the transaction between the plaintiff and defendant the loan transaction. Accordingly issue No.4 answer **Negative**

22. ISSUE No.5:- In view of my findings on the issue No.1 to 4, I proceed to pass the following:-

ORDER

The suit filed by the plaintiff is hereby decreed with costs.

The defendant is hereby directed to execute the sale deed in favour of the plaintiff by receiving balance sale consideration within two months from



the date of decree.

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

If the defendant has failed to execute the sale deed as per the terms of judgment, then the plaintiff is 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 9th 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 : Sri.Shiva Kumar.N.K

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PW-2 : Sri.Somashekar.M.N

PW-3 : Sri.M.S.Ravishankar

List of documents marked on behalf of the Plaintiff side:

Ex.P1 : Sale deed dated 02.12.2020

Ex.P2 : Encumbrance certificate

Ex.P3 & 4 : RTC extracts

Ex.P5 : Mutation

Ex.P6 : Encumbrance certificate

Ex.P7 : Legal Notice dated 28.10.2021

Ex.P8 : Postal receipt

Ex.P9 to 11: RPAD Cover

List of witnesses examined on behalf of the Defendants side:

DW-1 : Sri.B.C.Nagaraju

List of documents marked on behalf of the Defendants side:

Ex.D-1 & 2 : Genealogical Tree

Ex.D-2 : Notice of KAIDB dated 11.12.2017

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- Ex.D-3 : RTC extracts
- Ex.D-4 : Tax paid receipt
- Ex.D-5 : Electricity Bill
- Ex.D-6 : Certified copy of demand register
- Ex.D-7 : Income Tax return Acknowledgment
- Ex.D-8 & 9 : Acknowledgment
- Ex.D10 : Rule 65(b) certificate
- Ex.D-11 : Studio Bill
- Ex.D-12 : C.D
- Ex.D-13 to 16 : Photos

(SANDESH.K.)
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**(JUDGMENT PRONOUNCED IN THE OPEN COURT
(ON /09/04/2026)
(VIDE SEPARATE ORDER)**

ORDER

**The suit filed by the plaintiff is hereby
decreed with costs.**

**The defendant is hereby directed
to execute the sale deed in favour of
the plaintiff by receiving balance sale
consideration within two months from
the date of decree.**

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

If the defendant has failed to execute the sale deed as per the terms of judgment, then the plaintiff is at liberty to take appropriate action as per law.

Draw decree accordingly.

Addl. Senior Civil Judge & JMFC
Channapatna.

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**corrected, ready to print. See para no, type
cause title etc.....**