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FORM No.9 (Civil)

(R.P.91)

TITLE SHEET FOR JUDGEMENT IN SUIT

IN THE COURT OF ADDL. CIVIL JUDGE AND JMFC CHANNAPATNA

PRESENT

Sri. SURESHA S.N, B.A., LL.B.
Addl.Civil Judge & JMFC.,
Channapatna.

Dated: 15th day of April 2026

O.S./254/2017

Plaintiff/s : Smt.Ningamma,
W/o Late Basavaraju,
Aged about 65 years,

R/at Mangadahalli Village,
Virupakshipura Hobli,
Channapatna Taluk,
Ramanagara District.

(Rep. by Sri.M.K.P., Advocate)

- V/s -

Defendant/s: 1. Sri.Marigowda,
S/o Late Siddegowda,
Aged about 66 years,

2. Sri.Mahadeva,
S/o Marigowda,
Aged about 40 years,

3. Sri.Balarama,
S/o Marigowda,
Aged about 38 years,

4. Sri.Shivakumar,
S/o Marigowda,
Aged about 35 years,

All are R/at Mangadahalli Village,
Virupakshipura Hobli,
Channapatna Taluk,
Ramanagara District.

(Rep. by Sri.N.G.. Advocate)

Date of Institution of the Suit	17.11.2017		
Nature of the Suit	Specific Performance of contract		
Date of Commencement of Recording of Evidence	07.06.2023		
Date on which the Judgment was pronounced	15.04.2026		
Duration	Years 08	Months 04	Days 28

(Suresha S.N.)
Addl. Civil Judge & JMFC.,
Channapatna.

J U D G E M E N T

The plaintiff has filed this suit against the defendants for the relief of specific performance of contract directing the defendants to execute registered sale deed in his favour in respect of suit schedule property by receiving balance sale consideration of Rs.10,000/-.

2. Briefly, it is the case of the plaintiff that:

The plaintiff submits that, the defendant No.1 is the father of the remaining defendants and they being the joint owners and in possesses and enjoyment of the immovable property agricultural dry land bearing Sy No.183/2, measuring 0.19.04 guntas situated at Mangadahalli Village, Virupakshipura Hobli, Channapatna Taluk, Ramanagara District, which is more-fully described in the schedule hereunder and hereinafter referred to as the suit schedule property for the sake of convenience. All the defendants being joint owners of the suit schedule property entered into registered agreement to sell on 13.04.2015 with the plaintiff, agreeing to sell the notice

schedule property for a total sum of Rs.2,10,000/- and on the day of execution of the said registered sale agreement, all the defendants have received major portion of sale consideration of Rs.2,00,000/- out of the entire sale consideration of Rs.2,10,000/- in the presence of the witnesses attested to the said registered sale agreement. Further the defendants agreed to receive the balance of sale consideration of Rs.10,000/- at the time of executing the proper and regular sale deed and get it registered within two years i.e., twenty four months from the date of the registered sale agreement along with the necessary documents.

3. The plaintiff's further submits that, inspite of several demands and request form the end of this plaintiff, the defendants did not come forward to execute the proper and regular sale deed and get it registered, by receiving the balance sale consideration of Rs.10,000/-, but they have been dragging the same on one or other

pretext the reasons best known to them. Without second alternate, this plaintiff, ultimately caused legal notice through her counsel on 20.04.2017 by RPAD as well as speed posting and the notice sent under speed posting has been duly served on the defendants, so far as the notice sent under RPAD is concerned, the same has been served on the defendant No.1, but the other defendants are concerned, they deliberately evaded the same, hence the same has been returned unserved with an endorsement that, "ID" as per the postal endorsement filed herewith. After service of notice, all the defendants have replied untenably by reply dated 02.06.2017 stating that, they have not executed the registered sale agreement relating to the suit schedule property, on the other hand, they executed the registered sale agreement, relating to their other property, which is utter false. Anyhow, virtually the defendants admitted the execution of the registered sale agreement.

4. The plaintiff always ready and willing to perform her part of contract in terms of the registered agreement to sell, the plaintiff is ready with balance of sale considerable to get the sale deed registered in her favour. On the other hand defendants were not ready to perform their part of the contract, in terms of the registered agreement to sell. In terms of the registered agreement to sell, the defendants bound to execute the proper and regular sale deed and get it registered along with necessary documents. Hence the present suit is being filed, seeking for the relief of specific performance of the contract. This plaintiff always ready with balance of sale consideration to get the sale deed registered in her favour.

5. The cause of action for the suit arose on 13.04.2015, when the defendants entered into registered agreement to sell with the plaintiff, subsequently when the plaintiff made demands to the defendants to execute the

proper and on 20.04.2017, the said date of legal notice and on 02.06.2017 the date of reply. Hence filed this suit.

6. After service of suit summons, the defendants appeared through their counsel and filed written statement by contending that the defendant No.1 is the father of the remaining defendants and they being the joint owners and in possesses and enjoyment of the immovable property agricultural dry land bearing Sy No.183/2, measuring 19.04 guntas situated at Mangadahalli Village, Virupakshipura Hobli, Channapatna Taluk, Ramanagara District, which is morefully described in the schedule hereunder and hereinafter referred to as the suit schedule property for the sake of convenience. All the defendants being joint owners of the suit schedule property entered into registered agreement to sell on 13.04.2015 with the plaintiff, agreeing to sell the notice schedule property for a total sum of Rs.2,10,000/- and on the day of execution of the said registered sale

agreement, all the defendants have received major portion of sale consideration of Rs.2,00,000/- out of the entire sale consideration of Rs.2,10,000/- in the presence of the witnesses attested to the said registered sale agreement. is hereby specifically denied as false. The averments that, further the defendants agreed to receive the balance of sale consideration of Rs.10,000/- at the time of executing the proper and regular sale deed and get it registered within two years i.e., twenty four months from the date of the registered sale agreement along with the necessary documents is specifically denied as false.

7. The averments that, in-spite of several demands and request form the end of this plaintiff, the defendants did not come forward to execute the proper and regular sale deed and get it registered, by receiving the balance sale consideration of Rs.10,000/-, but they have been dragging the same on one or other pretext the reasons best known to them. Without second alternate,

this plaintiff, ultimately caused legal notice through her counsel on 20.04.2017 by RPAD as well as speed posting and the notice sent under speed posting has been duly served on the defendants, so far as the notice sent under RPAD is concerned, the same has been served on the defendant No.1, but the other defendants are concerned, they deliberately evaded the same, hence the same has been returned un-served with an endorsement that, "ID" as per the postal endorsement filed herewith. After service of notice, all the defendants have replied untenably by reply dated 02.06.2017 stating that, they have not executed the registered sale agreement relating to the suit schedule property, on the other hand, they executed the registered sale agreement, relating to their other property, is false. The averments that, anyhow virtually the defendants admitted the execution of the registered sale agreement is specifically denied as false.

8. The averments that, the plaintiff always ready and willing to perform her part of contract in terms of the registered agreement to sell, the plaintiff is ready with balance of sale considerable to get the sale deed registered in her favour is specifically denied as false. The averments that, on the other hand defendants were not ready to perform their part of the contract, in terms of the registered agreement to sell is specifically denied as false. The averments that, in terms of the registered agreement to sell, the defendants bound to execute the proper and regular sale deed and get it registered along with necessary documents is specifically denied as false. The averments that, hence the present suit is being filed, seeking for the relief of specific performance of the contract is specifically denied as false. The averments that, this plaintiff always ready with balance of sale consideration to get the sale deed registered in her favour is specifically denied as false.

9. There is not cause of action for the suit the one alleged is concocted for the purpose of this case. The suit is not valued properly.

10. The suit as filed is not maintainable either in law or on facts and is liable to be dismissed in limine. The plaintiff is not entitled to any relief.

11. Actually the defendants agreed to sell land measuring 0.09 guntas in old Sy No.309/1, new No.309/7, but not 0.19.04 guntas as allegedly claimed by the plaintiff. The defendants had mortgaged 0.08 guntas in favour of plaintiff. The description of the suit schedule property is wrong. The total sale consideration agreed is Rs.4,50,000/- and not Rs.2,10,000/- as alleged. The balance consideration to be paid is Rs.2,50,000/-. The plaintiff has suppressed the true facts and she is trying to grab more land for a lesser consideration. The defendants in their reply dated 02.06.2017 have made this point very clear. The plaintiff has absolutely nothing to do with the

suit schedule property. The transaction between plaintiff and defendants is not in respect of wrongly described suit schedule property. For this reason the suit is liable to be dismissed.

12. All our averments in plaint, not specifically met herein and contract to what is stated above are false, and are denied. On the said grounds, prays to dismiss the suit with costs.

13. On the basis of above pleadings of both sides, and on perusal of materials placed on record, my learned predecessor has framed the following issues.

ISSUES

1. **Whether the Plaintiff proves that, Defendants have executed an agreement of sale on 13.04.2015 agreeing to sell the suit property for a sum of Rs.2,10,000/- and received part sale consideration of Rs.2,00,000/-?**

2. **Whether the Plaintiff further proves that he was and is always ready and willing to perform his part of contract?**

3. **Whether the Defendants prove that they only agreed to sell land measuring 0.09 guntas in old Sy No.309/1 and new Sy No.309/7 and the sale consideration was Rs.4,50,000/- and they mortgaged 0.08 guntas in favour of plaintiff?**

4. **Whether the plaintiff is entitled to the relief as sought for?**

5. **What decree or order?**

14. In order to prove her case, the GPA holder of the plaintiff by name Sri.Thyagesh has examined himself as PW.1 and got marked 6 documents at Exh.P.1 to 6, and closed his side. On the other hand, defendant No.2 got examined himself as DW.1 and got marked one documents at Exh.D1 and 2. The witnesses by name Sri.Nageshwar and Sri.Nagaraju have examined themselves as DW.2 and 3 and filed their chief affidavit in lieu of their examination

in chief and reaverred the same facts of the written statement in their affidavit and closed their side.

15. Heard the learned counsel for defendants. Perused the written arguments filed by plaintiff counsel. On considering the evidence on record, 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 Negative
Issue No.4 - In the Affirmative
Issue No.5 - As per final order
for the following

REASONS

16. ISSUE NO.1:- Before adverting to the merits involved in the case let me remember myself with the well-settled legal principles that grant of Specific Performance of Contract is discretionary relief. Section 20 of the Specific Relief Act preserves judicial discretionary to the courts as to during the suit for specific performance the Courts are meticulously consider all these facts and

circumstances of the case before granting decree for specific performance. The Court is guided by the principles of justice, equity and good conscience in granting specific performance. Keeping in mind these well-settled legal canons let me proceed to decide this case.

17. In **Katta Sujatha Reddy V/s M.S. Siddamsetty Infra Projects Pvt. Ltd., and others 2022**, the Apex court held that the amendment in 2018 to the act which made specific performance a mandatory remedy instead of a discretionary remedy, is prospective and does not apply to contract formed before the amendment. Before this amendment the discretion lay with the courts to grant specific performance on principles of equity. The reasoning adopted by the court was that the 2018 amendment introduced substantial changes by changing specific performance from a discretionary remedy based on equity to an enforceable right based on

full filling legal requirements. Such amendment, according to the court, strengthened the sanctity of contracts by forcing parties to comply with the terms of the contract, thus eliminating the conception of efficient breaches. The court clarified that the legislature must explicitly state whether such substantive amendment are to apply retrospectively or prospectively.

18. In **C.Haridasan V/s Anappath Parakkattu Vasudevakurupu 2023** in this case the court dealt with the issue of specific performance, the context of contract relating to sales of land. The judgments highlated and the essential issue of specific performance. It is not an automatic right, not even with a valid contract. Courts consider the conduct of the parties the raise in properties prices and fact that whether specific performance would be grossly prejudicial to one party. Although the amendments made to sec.20 of the act in 2018 declared specific performance as a statutory remedy, the principles

underlying Sec.16 regarding demonstration of readiness and willingness are still important.

19. The specific of performance of a contract is one of the legal remedies for breach of contract. It compels the breaching party to full fill his obligation provided under the contract. General principles governing specific performance or provided in the specific relief act 1963.

20. In Manjunath Anandappa @ Shivappa V/s Thammanasa and Others 2003 in the case the court held the following with respect to the specific performance of contract.

- **Mandatory averement and proof Sec.16(c): of the act provides that a party seeking specific performance must plead and prove readiness and willingness to perform their contractual obligations.**
- **Lack of readiness and willingness in this regard the court found that there was failure on the part of the plaintiff to satisfactorily demonstrate such readiness and willingness.**

- **Relevancy of timely action while time was not explicitly stated to be the essence of the contract, the court focused on the importance of promptness on the plaintiff side.**

In Aniglase Yohannan V/s Ramlatha and other 2005, the court held the following regarding the specific performance of contract.

1. **The court affirmed that specific performance is a form of remedy which compels a party to full fill the precise terms of the contract. It shall be granted if monetary damages or insufficient to compensate the aggrieved party.**
2. **The court emphasizes that Sec.16(c) of the act is important to ascertain who is entitled for the order of specific performance. This Section provides to receive orders of specific performance, the plaintiffs shall aver and also prove that they have always been ready and willing to perform and do their part for the contract.**

3. **The court clarified that demonstrating readiness and willingness is not about reciting a specific formula but rather displaying consistent and genuine conduct. It is actions of a plaintiff and the circumstances surrounding such acts that are looked into determine the true intent and commitment to the contract.**

4. **the court further helped in detailing how the plaintiff can effectively show their readiness and willingness. Factors such as serving legal notices within a reasonable time-frame, acting to full fill contracts by communicating and demonstrably preparing financially by depositing funds all establish a justifiable case for specific performance.**

5. **the court observed that the rationale behind sec.16(c) is to provide safeguard ensuring only parties with demonstrably clean track record can avail themselves of this equitable remedy. The court is to evaluate the conduct of the plaintiff and grant specific performance only in circumstances that align with tests of fairness and equity.**

21. In the present case in hand, in order to establish the case the GPA holder of the plaintiff has examined as PW.1 and reiterated the plaint contents in his examination in chief by way of affidavit. In support of his case, PW.1 got marked 6 documents at Exh.P1 to 6. Out of which, Exh.P.1 is the original registered Agreement of Sale executed dated 13.04.2015. Exh.P2 is the RTC bearing Sy No.183/2 for the year 2017-18. Exh.P3 is the EC form No.15 in respect of suit property from 13.04.2015 to 13.04.2015. Exh.P4 is the copy of legal notice dated 20.04.2017. Exh.P5 is the copy of Reply notice issued on 02.03.2017. Exh.P6 is the SPA executed by plaintiff in favour of her son Thyagesh to depose evidence in her behalf. Exh.P1 is the registered agreement of sale executed on 13.04.2015 by Marigowda S/o Late Siddegowda and his 3 sons defendant No.2 to 4 in favour of the present plaintiff by name Smt.Ningamma W/o Late Basavaraju for sale consideration of Rs.2,10,000/- out of

the said sale consideration Rs.2,00,000/- paid in favour of defendants as earnest money, the remaining amount of Rs.10,000/- to be given at the time of execution of sale deed in favour of the present plaintiff. This Exh.P1 clearly shows that, the plaintiff and defendants have entered into the agreement of sale to sell and purchase the suit property bearing Sy No.183/2 measuring 0.19.04 guntas for total sale consideration of Rs.2,10,000/-. The defendants have jointly received the earnest money of Rs.2,00,000/-. As already said above the man can speak lie, but no documents speak lie. The agreement of sale itself is registered one before the Sub-registrar, the scanned photocopies of plaintiff and defendants are reflected in the sale deed. What is written therein is believe that they are true. The defendants in the written statement they admitted the execution of sale deed but they took up a contention that, they did not agreed to sell the extent of 0.19.04 guntas in Sy No.183/2, but agreed

to sell 0.09 guntas in Sy No.309/1 new No.309/7, but the plaintiff is claiming an extent of 0.19.04 guntas in Sy No.183/2. Further contended that, they agreed to sell an extent of 0.09 guntas in the Sy No.309/7 for sale consideration of Rs.4,50,000/-, the plaintiff is having remain balance of Rs.2,50,000/- for execution of sale deed. Even though, the defendants took the said stand which is not proved by cogent documents. In the suit the prime document is Exh.P1 / agreement of sale, wherein an extent of 0.19.04 guntas in Sy No.183/2 clearly mentioned, therefore it deemed that, the defendants agreed to sell the suit property for consideration of Rs.2,10,000/-(Two Lakhs Ten Thousand) and received the earnest money of Rs.2,00,000/-(Two Lakhs)pertaining to sell the suit property. The counsel for defendants lead the cross-examination to the PW.1, but in the cross-examination the PW.1 nowhere admitted the suggestion that, the defendants entered into the agreement of sale to

sell the property to an extent of 0.09 guntas in old Sy No.309/1 and 309/7. Therefore, in the cross-examination nothing has been elicited in favour of these defendants. In the cross-examination of DW.1 admitted the suggestion that, himself and rest of the defendants have entered into the agreement of sale, but denied they agreed to sell the suit property in favour of the plaintiff. Even though the DW.1 denied the said thing it cannot be looked into. The recitals of Exh.P1 shall be looked into and believe the thing that, what is written there is true. **Therefore I answer Issue No.1 in the affirmative.**

22. <u>Issue No.2:</u>- In suit for specific performance the plaintiff shall prove his or her readiness and willingness to perform the part of his contract. The plaintiff in order to show her willingness to perform her part of contract issued a notice to the defendants by calling upon them to come and execute the sale deed on the basis of registered agreement of sale. In this regard,

the plaintiff has produced the copy of legal notice it has got marked at Exh.P4. On perusal of the said notice it appears that, the plaintiff got issued a notice to the defendants on 20.04.2017 by calling upon the defendants to come and execute the registered sale deed in respect of the suit property by receiving balance consideration amount of Rs.10,000/-.

23. On the other hand the defendants got issued a reply notice through their counsel to the notice of plaintiff and denied that, the defendants have entered into the agreement of sale to sell the suit property for sale consideration of Rs.2,10,000/- and out of it they have received earnest money of Rs.2,00,000/- from the plaintiff. In the notice further stated that, the defendants agreed to sell an extent of 0.09 guntas in Sy No.309/1 but not an extent of 0.19.04 guntas in Sy No.183/2 and agreed sell the said extent of 0.09 guntas in the said survey number for sale consideration of Rs.4,50,000/-, the

plaintiff remained balance Rs.2,50,000/- has to be payable in favour of defendants.

24. The defendants admitted the very execution of agreement of sale, but took up an another version that, they did not agreed to sell the suit property, but agreed to sell an extent of 0.09 guntas in Sy No.309/1, but no documents speaks to corroborate the said version.

25. Now adverting to the aspect of readiness and willingness of the parties to perform their part of contract. In pursuance to Ex.P1 i.e., agreement of sale the plaintiff has issued a notice through her counsel to the defendants on 20.04.2017 as per Ex.P4 calling upon the defendants to come and execute the sale deed with respect to suit property by receiving the balance sale consideration amount of Rs.10,000/-. The said notice was duly served to the defendants. There is nothing on record to deny the financial capacity of the plaintiff. It is the inference of the Court that the amount of Rs.2,00,000/- has been paid by

the plaintiff in favor of defendants and the remaining balance amount of Rs.10,000/- is not heavy amount, now a days, any common men could arrange the said amount in the given time stipulation of this case. In the present set of facts and circumstances and the pleadings placed by both the parties a mere legal notice itself would be sufficient, to come to the conclusion about the readiness and willingness of the plaintiff in performing her part of contract on behalf of plaintiff.

26. This Court opine that the agreement of sale executed in the year 2015 now the year is 2026, almost 11 years has been elapsed from the date of execution of agreement of sale. Now the property value is very high than the year 2015. However the defendants are trying to retain the said suit property with them or expect more money than the sale consideration mentioned in Ex.P.1. In the contents of Ex.P1 it clearly focuses that the defendants have executed the agreement of sale with an

intention to sell the suit property. When the registered document appears before the Court, the said contents written therein shall be looked into other than the defense taken by the other side shall not be looked into until the contention is corroborated with supportive documents.

27. The Court is guided by the principles of justice, equity and good conscience in granting specific performance. Keeping in mind these well-settled legal cannons let me proceed to decide this case.

In J.P. Builders v. A. Ramadas Rao, (2011) 1 SCC 429, the Supreme Court explained the distinction between "readiness" and "willingness". The former refers to financial capacity and the latter to the conduct of the plaintiff wanting performance.

In R. C. Chandiok v. Chuni Lal Sabharwal, (1970) 3 SCC 140, the Supreme Court held that "readiness" and "willingness" cannot be treated as a straitjacket formula. It has to be determined from the

entirety of facts and circumstances relevant to the intention and conduct of the party concerned." (emphasis supplied by me).

28. In the present case also, the plaintiff established that, she has been ready and willing to perform her part of the obligation, as per the terms & conditions of the agreement of sale/Ex.P1. But, the defendants, despite receiving the substantial sale consideration of Rs.2,00,000/- as advance, have failed to perform their part of the obligation, as per the terms and conditions of the agreement Ex.P1.

29. It is to be observed that, the payment of substantial sale consideration and non-vesting of any obligations with plaintiff to perform under agreement itself suffice to say that, plaintiff was ready and willing to perform her part of contract. My view is supported by decision of Hon'ble High Court of Karnataka reported in **ILR 2013 KARNATAKA 607 (S.Kashinath Vs.**

Smt.Padmini Ramnath), wherein it is held that, "Payment of substantial sale consideration and non vesting of any of obligation with plaintiff to be performed under agreement to sell itself is suffice to say that, plaintiff has been ready and willing to perform her part of contract".

30. Besides that, the plaintiff has issued legal notice, as per Ex.P.4 and duly served to the defendants, but the defendants failed to execute the same. The conduct of plaintiff in filing this suit immediately after issuance of notice shows that, she is/was always ready and willing to perform her part of contract. More so, it is not the case of the defendants that the plaintiff has no financial capacity to pay the remaining sale consideration of Rs.10,000/-. Further, the Section 16(1) of Specific Relief Act mandates that, discretionary relief of specific performance can be granted, if plaintiff not only makes necessary pleadings but also to establish that, she alone is ready and willing to perform her part of contract. The

readiness and willingness not confined only at the stage of filing of suit, but also subsequent conduct. The plaintiff has filed this suit immediately on refusal to execute registered sale deed. The plaintiff has paid substantial sale consideration and no obligations are remained with him to do under Ex.P.1. Thus, it is clear that, plaintiff is very much intending to purchase suit property. For the collective reasons, I am of the opinion that, the plaintiff has been ready and willing to perform her part of contract and it is the defendants who have breached the stipulation of Ex.P.1.

31. It is well settled law that even though the plaintiff has proved the execution of agreement of sale, as per Section 20 of Specific Relief Act, 1963, it is the discretion of the Court to grant the relief of specific performance. The Court has to exercised its power under judicial principles but not arbitrary.

32. Now a days, it has become a regular tendency that first enter into an agreement or a contract in respect of immovable property or some other contractual affairs or business with an ulterior motive and thereafter resale from the promise made through the agreement or contract by entering into litigation. It is a new device invented just in order to get the execution of terms and conditions contained in an agreement or contract frustrated. The person, who has paid the money or consideration on execution of an agreement or contract feels cheated after getting involved in an unexpected and unsavoury situation of unwanted litigation so initiated by a dishonest person. Thus, the primary duty of a Court of law is to enforce a promise, which the parties have made and to uphold the sanctity of a contract or an agreement entered into between the parties, which form the basis of a society, though there may be exception. The Courts must exercise

extreme restraint in holding a contractor an agreement to be void as it would encourage dishonestly and cheating."

33. As discussed above the defendants have utterly failed to prove the above said contention as mentioned in their written statement. Therefore, I am of the opinion that the defendants raised false plea in the written statement. The plaintiff has proved execution of Ex.P-1, passing of consideration and ready and willing to performance of contract on his part. **Therefore, I answer the Issue No.2 in the Affirmative.**

34. <u>Issue No.3:-</u> The defendants in para 9 of their written statement took up a contention that, they have agreed to sell the land bearing old Sy No.309/1 and new Sy No.309/7 to an extent of 0.09 guntas, but not agreed to sell an extent of 0.19.04 guntas in Sy No.183/2. The defendants agreed to sell an extent of 0.09 guntas for consideration of Rs.4,50,000/- but not to sell Rs.2,10,000/-. The balance consideration is to be payable

Rs.2,50,000/-. The plaintiff has suppressed the said facts to grab the suit property. On the basis of the said contention my predecessor has framed this Issue No.3. As already said in Issue No.1 and 2 the defendants have entered into the agreement of sale as per Ex.P1 to sell the suit property bearing Sy No.183/2 measuring 0.19.04 guntas for sale consideration of Rs.2,10,000/-. The defendants have received earnest of money of Rs.2,00,000/- out of Rs.2,10,000/- and agreed to received the remaining balance amount of Rs.10,000/- at the time of execution of sale deed. The recitals written in Exh.P1 only shall be looked into, but not beyond that. Even though the defendants took up said contention they have not proved the same by producing cogent documents. **Therefore I answer Issue No.3 in the Negative.**

35. **Issue No.4:-** As already discussed above Ex.P1 is the registered agreement of sale executed on 13.04.2015. As per the agreement the plaintiff and

defendants have entered into the agreement of sale to sell the suit property in favour of the plaintiff for total sale consideration of Rs.2,10,000/-, out of it the plaintiff paid Rs.2,00,000/- in favour of defendants as earnest money on the day of agreement of sale. The defendants were agreed to executed the registered sale deed after receiving balance sale consideration of Rs.10,000/-. The defendants even though received the notice they did not come forward to execute sale deed, hence filed the suit against them. Per contra these defendants have denied the contents of the plaint and took up a contention that, they agreed to sell an extent of 0.09 guntas in Sy No.309/7 for sale consideration of Rs.4,50,000/-. But no documents speaks and corroborate the version of the defendants. Hence, the plaintiff entitled for relief as sought for. **Therefore, I answer Issue No.4 in the Affirmative.**

36. <u>ISSUE NO.5</u>:- In view of the above discussions and findings on Issue No.1 to 4, I proceed to pass the following:

<u>ORDER</u>

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

The defendants are hereby directed to execute registered sale deed as per the terms of agreement of sale dated 13.04.2015 within two months from the date of this Judgment by receiving balance sale consideration of Rs.10,000/-(Ten thousand rupees only), failing which the plaintiff can get the sale deed through the process of this Court.

Draw decree accordingly.

(*Dictated to the Stenographer directly on computer, typed by her, the same is corrected, revised, signed and then pronounced by me* in the open Court this the **15th day of April 2026.**)

(Suresha S.N.)
Addl.Civil Judge and JMFC.,
Channapatna.

A N N E X U R E

List of witnesses examined by the plaintiff:-

PW.1 : Sri.Thyagesh

List of documents marked by the plaintiff:-

Exh.P1 : Registered Agreement of sale dated 13.04.2015

Exh.P2 : RTC bearing Sy No.183/2 for the year 2017-18

Exh.P3 : Encumbrance Certificate Form No.

Exh.P4 : Legal Notice dated 20.04.2017

Exh.P5 : Copy of Reply Notice dated 02.06.2017

Exh.P6 : Special Power of Attorney

List of witnesses examined by the defendants:-

DW.1 : Sri.Mahadeva M.,

DW.2 : Sri.Nageshwar

DW.3 : Sri.Nagaraju

List of documents marked by the defendants:-

Exh.D1 : Photocopy of lease deed dated 29.03.2012

Exh.D2 : Computerized RTC bearing Sy No.309/7 for the year 2018-19

(Suresha S.N.)
Addl. Civil Judge and JMFC.,
Channapatna.

Judgment pronounced in open court

(Vide Separate Order sheet)

ORDER

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

The defendants are hereby directed to execute registered sale deed as per the terms of agreement of sale dated 13.04.2015 within two months from the date of this Judgment by receiving balance sale consideration of Rs.10,000/-(Ten thousand rupees only), failing which the plaintiff can get the sale deed through the process of this Court.

Draw decree accordingly.

Addl.Civil Judge and JMFC.,
Channapatna.