

KARN320000442024



Presented on : 16-06-2026

**IN THE COURT OF THE II ADDL. CIVIL JUDGE & J.M.F.C. AT
KANAKAPURA**

DATED THIS THE 16th DAY OF JUNE 2026

Present: Sri. Vinay .V. Kundapur B.A.L. LLB.,
II Addl. Civil Judge and JMFC.,
Kanakapura.

O.S.No.9/2024

Plaintiff : Sri. Raju. A
S/o Late Anjanappa,
Aged about 42 years,
R/o: Megalabeedi,
Harohalli Village and Taluk,
Ramanagara District.

(By: Sri.K.M.R., Advocate)

-Vs-

Defendants : 1. Smt. Thayimuddamma
W/o Puttamadaiah,
Aged about 59 years,



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2. Sri. H.P Muniraju
S/o Puttamadaiah,
Aged about 42 years.
3. Sri. Basavaraju
S/o Puttamadaiah,
Aged about 37 years,

Defendants No.1 to 3 are R/at:
Hulugondanahalli Village,
Medamaranahalli Post,
Harohalli Hobli and Taluk,
Ramanagara District.

(By D-1 to 3 Ex-parte)

Date of institution of the suit : 05-01-2024

Nature of the suit : Specific Performance
of Contract

Date of commencement of
evidence : 05-03-2025

Date of closure of evidence : 20-04-2026

Date of Judgment Pronounced : 16-06-2026



Total duration : Year/s month/s Day/s
02 05 11

JUDGMENT

This is the suit of the plaintiff against the defendants for specific performance of contract of sale agreement dated 04-11-2021 by directing to the defendants to execute the Registered sale deed in favour of plaintiff in respect of suit schedule property, if the defendants failed to executing the Registered Sale deed in favour of the plaintiff, in that event this Hon'ble court may kindly be pleased to appoint the court commissioner for executing the Registered Sale Deed infavour of the Plaintiff as per sale agreement deed and for costs and such other reliefs.

**DESCRIPTION OF THE SUIT SCHEDULE PROPERTY:**

All the part and parcel of the landed property measuring 0.04.12 guntas measuring 0.02.08 guntas in Sy No. 141/16 and measuring 0.02.04 guntas in Sy No. 141/37 of Hulugondanahalli Village, Harohalli Hobali, Kanakapura Taluk, Ramanagara District, having a boundary bounded on the;

East by : Road
West by : Lands of Narayanappa
North by : Land of Narayanappa
South by : Land of Sudhakar

2. Brief facts of the case of the plaintiff is as under ;

The plaintiff submits that, the defendants are the absolute owner of the land measuring 0.04.12 guntas, in measuring 0.02.08 guntas in Sy No. 141/6 and measuring 0.02.04 guntas in Sy No. 141/37 of Hulugondanahalli Village, Harohalli Hobli,

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Kanakapura Taluk, Ramanagara District, which is morefully described in the suit schedule property. The defendants have offered the plaintiff to sell the suit schedule property infavour of the plaintiff and accordingly the plaintiff has verified all the documents in respect of the suit schedule property and also the property and then agreed to purchase the same. Between the negotiations of the plaintiff and the defendant, the defendants have fixed the sale consideration with respect to the suit schedule property for a sum of Rs. 4,50,000/-(Rupees Four Lakhs Fifty Thousand only) and the plaintiff has also agreed to pay the same to purchase suit schedule property. Accordingly, on 04.11.2021 the defendants have executed the agreement to sell in respect of the suit schedule property. The said agreement has been duly registered before the Sub-Registrar, Kanakapura. At the time of executing the said agreement to sell, the plaintiff has paid Rs.50,000/- through cash and Rs.3,50,000/- through cheque

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bearing No. 265037 of Canara Bank Harohalli branch totally Rs. 4,00,000/- (Rupees Four Lakhs only) as advance to the sale consideration before the attested witnesses to the said agreement and the defendant agreed to execute the regular sale deed within eleven months from the date of said agreement by receiving the balance sale consideration amount of Rs. 50,000/- infavour of the plaintiff and also the defendants have agreed to deliver all the original documents and possession of the suit schedule property at the time of executing the regular sale deed.

Further plaintiff submits that, soon before expiry of the agreed period of eleven months the plaintiff has personally visited and requested the defendants to come and execute the regular sale deed by receiving balance sale consideration amount of Rs.50,000/- as per the terms and conditions of the agreement to sell dated 04.11.2021, but the defendants have sought some more time to execute the regular sale deed. Accordingly the

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plaintiff has also considered the request of the defendant and waited upto October 2023, though the defendants have not come forward to execute the regular sale deed as per the terms of the agreement to sell dated 04.11.2021. Hence, immediately on 13.11.2023 the plaintiff has got issued the legal notice to the defendants through his counsel and thereby requested the defendants to come and execute the regular sale deed in respect of the suit schedule by receiving the balance sale consideration as per the terms and conditions of the agreement to sell dated 04.11.2021, the said notice was served on the defendants but the defendants didn't comply the said notice nor come forward to execute the regular sale deed. Hence, again the plaintiff personally met the defendants and requested him to come and execute the regular sale deed by receiving balance sale consideration as per the terms and conditions of the registered sale agreement dated 04.11.2021, but the defendants not heed

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to the request of the plaintiff, on the other hand, the plaintiff learnt that, the defendants tried to sell the suit schedule property infavour of the third persons for higher value. Hence, without any alternative, the plaintiff has filed this suit for specific performance of the contract.

The plaintiff further submit that, as per the terms and conditions of the agreement to sell, the plaintiff has performed his part of contract and he is ready and willing to perform remaining part of contract, he is ready to pay the balance sale consideration of Rs. 50,000/- and get the regular sale deed registered with his cost. On the other hand, the defendants are dodging to perform their part of contract to come and execute the regular sale deed by receiving balance sale consideration. The defendants are bound to perform their part of contract and accordingly the plaintiff is entitled for specific performance of the contract. Hence filed the present suit.



The plaintiff further submits that, after execution of the sale agreement by the defendants infavour of the plaintiff, the defendants have colluded with each other and with an intention to defraud the right of the plaintiff, the defendants have illegally divided the suit schedule property through registered partition deed dated 06.11.2023 vide document No.KNK-1-09583/2023-24 dated 16.11.2023. Such registered partition deed is not binding on the right of the plaintiff. The defendants have no right to divide the suit schedule property and as such registered partition deed is invalid, null and void ab-initio. On the basis of the alleged partition deed, the defendants No.2 and 3 have not accrued valid right over the suit schedule property and the defendants No.2 and 3 have illegally conducting the durasth in respect of the suit schedule property and illegally changed the katha of the suit schedule properties in their favour in collusion with the revenue

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officials. The very act of defendants are illegal, high handed and opposed to law.

Further plaintiff submits that, the cause of action for the suit arose on 04.11.2021 when the defendants executed the registered agreement to sell, and subsequently on 13.11.2023 when the notice was issued to the defendants in respect of the suit schedule property which is situated at Hulugondanahalli Village, Harohalli Hobli and Taluk, Ramanagara District which come the territorial jurisdiction of this Hon'ble Court. Hence this suit.

3. In spite of service of summons and sufficient opportunities, defendants have not appeared before this Court, hence they placed as ex-parte.

4. On the basis of the plaint averments, the points that would arise for consideration as under:



POINTS

1. Whether the plaintiff proves that defendants have agreed to sell the suit schedule property in his favour for sale reconsideration of Rs.4,50,000/- and executed the registered sale agreement dated 04-11-2021 by receiving advance sale Consideration amount of Rs.4,00,000/-?
2. Whether the plaintiff proves that he is always ready and willing to perform his part of contract ?
3. Whether the plaintiff is entitled to the relief sought for ?
4. What Order or Decree ?
5. In order to prove the case, plaintiff got examined himself as P.W-1 by filing his evidence on affidavit in lieu of examination in chief wherein he has reiterated the contents of the plaint and got marked the 11 documents as Ex.P-1 to Ex.P-11 and got closed his side of the evidence.



6. I heard the arguments of the plaintiff counsel & proceed to pass the judgment.

7. On appreciation of the evidence on hand, I answer the above said 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 Final order

For the following;

REASONS

8. **Point No.1:-** This is the suit of the plaintiff against the defendants for specific performance of contract of sale agreement dated 04-11-2021 by directing to the defendants to execute the Registered sale deed in favour of plaintiff in respect of suit schedule property.



9. In order to prove the case, plaintiff got examined himself as P.W-1 by filing his evidence on affidavit in lieu of examination in chief wherein he has reiterated the contents of the plaint and got marked the 11 documents as Ex.P-1 to Ex.P-11 and got closed the evidence.

The Ex.P-1 is the registered agreement of sale deed dated 04-11-2021, executed by defendants in favour of plaintiff in respect of suit schedule property. Ex.P-1(a) is the signature of P.W.2, Ex.P-1(b) is the signature of P.W.3, Ex.P-2 is the legal notice issued by advocate Sri. K. Muniraju to defendants, Ex.P-3 to Ex.P-5 are the postal receipts, Ex.P-6 to Ex.P-8 is the postal acknowledgment, Ex.P-9 is the RTC extract in Sy No. 141/16, Ex.P-10 is the certified copy of partition deed and Ex.P-11 is the RTC extract in Sy No. 141/37.



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10. On perusal of Ex.P-1 registered sale agreement dated 04-11-2021 which goes to show that the defendants have executed an agreement of Property measuring 0.04.12 guntas, in measuring 0.02.08 guntas in Sy No. 141/16 and measuring 0.02.04 guntas in Sy No. 141/37 of Hulugondanahalli Village, Harohalli Hobli, Kanakapura Taluk, Ramanagara District, for Rs.4,50,000/- in favour of plaintiff. On the same day defendants have received advance sale consideration amount of Rs.4,00,000/-. Further shows that defendants have agreed to execute the registered sale deed in favour of the plaintiff after receiving the balance amount of Rs.50,000/- at time of registration.

11. Ex.P-1 is the Registered sale deed pertaining to the suit schedule property, Ex.P.1(a) and (b) is the signature of the witness, Ex.P-9 and Ex.P.11 are the RTC extracts pertaining to the suit schedule property, Ex.P.3 to Ex.P.8 are discloses that, postal



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receipts and acknowledgment. In the absence of appearance of the defendants and non-filing of the written statement gives a room for this court to draw adverse inference against the defendants. By considering the facts and circumstances of the case, this court is of the considered opinion that the plaintiff has proved the execution of agreement of sale i.e., Ex.P.1. Hence, this court for the foregoing reasons hold that the defendants are constrained to perform his part of contract as per Ex.P.1. Accordingly the plaintiff proves that defendants have agreed to sell the suit schedule property in favour of plaintiff for consideration amount of Rs.4,50,000/- and executed registered agreement of sale dated 04-11-2021 in favour of plaintiff by receiving advance sale consideration amount of Rs.4,00,000/-. Moreover, the said fact is unchallenged and unimpeached. Hence, Point No.1 is answered in the **Affirmative**.



12. Point No.2:- With regard to the readiness and willingness, there is an averments in plaint that the plaintiff is ever ready and willing to perform his part of contract. Plaintiff must prove his readiness and willingness to perform his part of contract as required U/s 16(C) of Specific Relief Act.

13. As per decision reported in ***ILR 2014 KAR 5778, in case of Smt. Asharaj and others -Vs- S.G Nagaraj @ Suga Nagaraj, the Hon'ble High Court observed that, "Proof of readiness and willingness as mandated under section 16 (c) of Specific Relief Act is an absolute necessity to seek the equitable Relief of Specific Performance. There must not only be clear pleading in regard to the readiness but also impeachable evidence must be adduced to prove the same. The plaintiff failed to prove the factum that he has been ready and willing to perform his part of contract as mandated under section 16(c) of Specific Relief Act is not entitle the Relief of Specific performance.***

14. The averments made by the plaintiff are supported by his oral evidence and documentary evidence i.e. Ex.P-2 is Legal



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Notice dated 13-11-2023, Ex.P-3 to Ex.P-8 postal receipts and postal acknowledgment. On perusal of the said documents shows that the plaintiff is always ready and willing to perform his part of contract.

At this juncture, it is necessary to rely on the citation furnished by the plaintiff reported in: AIR 2005 Supreme Court 3503: Aniglase Yohannan, V/s Ramlatha and others, Hon'ble Apex Court held that,

" Specific Relief Act (47 of 1963), S.16(c)- Specific Performance of Contract: Readiness and willingness to 15.perform terms of contract – Court is to grant relief on the basis of conduct of person seeking – Clear averment in plaint that plaintiff purchaser was always ready to get sale deed prepared after paying necessary consideration – Order decreeing suit for specific performance of Contract in favour of plaintiff, proper."

15. The ratio laid down by the Hon'ble Apex Court in the above decision is aptly applicable to the case in hand. Therefore, there



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is nothing on record to disbelieve the readiness and willingness of the plaintiff to perform her part of contract. Hence the plaintiff has proved her readiness and willingness. Accordingly, Point No.2 is answered in the **affirmative**.

16. Point No.3:- Having regard to the above reasons, plaintiff has established Ex.P-1 in his favour and he has also proved that he is always ready and willing to perform his part of contract. Therefore, plaintiff is entitled to the relief of specific performance of contract. Hence, Point No.3 is answered in the **affirmative**.

17. Point No.4:- In view of the aforesaid findings on Point No.1 to 3, the Court proceeds to pass the following:

ORDER

The suit of the plaintiff is hereby decreed.

Defendants are hereby directed to execute the registered sale deed as per the



registered agreement dated 04-11-2021 in favour of plaintiff within the period of three months from the date of this order, by receiving balance consideration amount.

If the defendants fails to execute the registered sale deed within the said period, plaintiff is at liberty to get the sale deed executed through process of law.

The defendants are hereby directed to bear the suit expenses to the plaintiff.

Draw decree accordingly.

(Dictated to the stenographer directly on the computer, print out taken by her then corrected, signed and pronounced by me in the open court on this the 16th Day of June 2026).

Sd/-

(Vinay .V. Kundapur)
II Addl Civil Judge & JMFC,
Kanakapura.

ANNEXURE

1. List of witnesses examined on behalf of the plaintiff:

P.W-1 : Raju. A



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P.W-2 : G. Narasimhamurthy

P.W-3 : Yogeesha

2. List of documents marked on behalf of the plaintiff:

Ex.P-1 : Registered Agreement of Sale deed
dated 04-11-2021

Ex.P-1(a) : Signature of P.W.2

Ex.P-1(b) : Signature of P.W.3

Ex.P-2 : Legal notice

Ex.P-3 to 5 : Postal receipt

Ex.P-6 to 8 : Postal Acknowledgment

Ex.P-9 : RTC extract in Sy No. 141/16

Ex.P-10 : certified copy of partition deed

Ex.P-11 : RTC extract in Sy No. 141/37

3. List of witnesses examined on behalf of the defendants:**-: N I L :-****4. List of documents marked on behalf of the defendants :****-: N I L :-**

Sd/-
(Vinay .V. Kundapur)
II Addl Civil Judge & JMFC,
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(Judgment pronounced in open court
vide separate order)

ORDER

The suit of the plaintiff is hereby decreed.

Defendants are hereby directed to execute the registered sale deed as per the registered agreement dated 04-11-2021 in favour of plaintiff within the period of three months from the date of this order, by receiving balance consideration amount.

If the defendants fails to execute the registered sale deed within the said period, plaintiff is at liberty to get the sale deed executed through process of law.



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The defendants are hereby directed
to bear the suit expenses to the plaintiffs.

Draw decree accordingly.

**II Addl Civil Judge & JMFC,
Kanakapura.**