

KARN410001022017



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O.S.No.54/2017(J)

C.R.P.67

Govt. of Karnataka

Form No.9(Civil)  
Title Sheet for  
Judgments in  
Suits  
(R.P.91)

**IN THE COURT OF THE ADDITIONAL SENIOR CIVIL  
JUDGE AND J.M.F.C., AT MAGADI.**

**Present:** Sri. Shivakumar R., B.A.L., LL.B.,  
Addl. Senior Civil Judge & JMFC, Magadi.

**Dated: 18<sup>th</sup> Day of March 2026**

**ORIGINAL SUIT NO.54/2017**

**Plaintiff**

:-

Sri. Uday Kumar,  
S/o. Late. Jayanna,  
Aged about 55 years,  
R/at: B. K. Papanna Farm House,  
BWSSB Pipe line,  
Tavarekere, Tavarekere Hobli,  
Bangalore South Taluk.

**{ Smt. R.S.N. Advocate }**

V/s

**Defendants**

:-

1. Smt. T.P. Manjula,  
Aged about 43 years,  
W/o. T. G. Jagadish,
2. Sri. T.G Jagadish,  
Since dead by his Legal heirs  
are already on record as  
defendant No.1 to 3,



3. Smt. Nagashree J.,  
D/o. T. G. Jagadish,  
Aged about 22 years,

D1 to 3 are R/at:  
Tavarekere,  
Tavarekere Hobli,  
Bangalore South Taluk.

4. Sri. H. Lokesh,  
Since dead by his legal heirs,

(a) Smt. Kokila,  
W/o. Late. H. Lokesh,  
Aged about 45 years,

(b) Sahana,  
D/o. Late. H. Lokesh,  
Aged about 21 years,

(c) Sneha,  
D/o. Late. H. Lokesh,  
Aged about 18 years,

D4(a to c) are  
R/at: Chikkagollarahatti,  
Dasanapura Hobli,  
Lakshmipura Post,  
Bangalore North Taluk.

5. Sri. T. N. Aravinda,  
S/o. T. S. Nataraj,  
Aged about 37 years,

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R/at: No. 605, Tavarekere,  
Magadi Main Road,  
Tavarekere Hobli,  
Bangalore South Taluk.

{ D1 to 3 Exparte }  
{ D4(a to d) by Sri. G.P. Advocate }

Date of institution of Suit	27.02.2017		
Nature of the suit	Specific Performance of contract		
Date of commencement of recording of evidence	30.08.2019		
Date on which Judgment was Pronounced	18.03.2026		
Total duration	Year/s	Month/s	Day/s
	09	00	21

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### **J U D G M E N T**

The plaintiff has filed this suit against the defendants for the relief of specific performance of contract dated: 21.08.2013 in respect of the suit schedule property.



**2. It is the case of the plaintiff that :**

(a) The defendant No.1 is the absolute owner of the suit schedule property, she had acquired the said property through the registered sale deed and she is in possession and enjoyment of the suit schedule property. The defendant No.1 being the absolute owner of the suit schedule property, the defendant No.1 and 2 had approached the plaintiff and offered to sell the same in favour of the plaintiff for their legal necessity i.e., for the domestic purpose and to lead their future life. At the time of the negotiation of the sale of the suit schedule property the defendants had agreed to sell the property for consideration of Rs.18,00,000/-. At the time of negotiation the defendant No.1 and 2 had received the earnest money of Rs.15,00,000/- from the plaintiff as advance before the witnesses and the defendants No.1 to 3 had executed a registered agreement of sale in favour of the plaintiff on 21-08-2013. At the time of execution of the



agreement of sale the defendants No.1 and 2 had agreed to execute the regular registered sale deed within 3 (Three) years after obtaining the necessary documents for the purpose of registration.

(b) It is further submitted that, after execution of the agreement of sale the plaintiff had approached the defendants No.1 and 2 on several occasions and demanded to execute registered sale deed in his favour by receiving balance sale consideration amount. But the defendants No.1 and 2 had postponed the execution of the registered sale deed in favour of the plaintiff by one or the other reasons. The plaintiff is always ready and willing to perform his part of contract and ready to pay the balance sale consideration amount of Rs.3,00,000/- to the defendants No.1 and 2. But the defendants No.1 and 2 are postponing the execution of the registered sale deed in favour of plaintiff without any reasonable cause and ultimately after all the documents were clear the defendants No.1 to 3 were created the alleged sale



deed in favour of defendants No.4 and 5 jointly on 07.02.2014 with respect to the suit schedule property. Thereafter the plaintiff has obtained the encumbrance certificate and thereby the plaintiff came to know the alleged sale transaction during the subsistence of the agreement of sale with the plaintiff.

(c) The plaintiff further submitted that, the plaintiff was/is ready and willing to perform his part of the contract and in terms of the agreement the defendants No.1 and 2 were suppose to intimate the plaintiff after obtaining the necessary documents for the purpose of registration pertaining to the suit schedule property and within 3 years thereafter the plaintiff was suppose to pay the balance amount of sale consideration to defendants No.1 and 2. Till today the defendants No.1 and 2 have not intimated the plaintiff, on the other hand the plaintiff came to know about the alleged alienation in favour of defendants No.4 and 5 only in the month of March 2014. The plaintiff was/is ready and



willing to perform his part of contract and he was approaching the defendants No.1 and 2 from time to time and ultimately none of them have intimated the plaintiff regarding obtaining the necessary documents for the purpose of registration. On the other hand, behind the back of the plaintiff on 07-02-2014 the defendants No.1 to 3 have created an alleged sale deed in favour of defendants No.4 and 5 during the subsistence of the agreement of sale in favour of the plaintiff. The agreement of sale deed dated 21-08-2013 and the alleged sale deed dated 07-02-2014. Hence the plaintiff is entitled for specific performance against the defendants and further the alleged sale deed dated 07-02-2014 is void and is not binding on the plaintiff.

(d) The plaintiff further submitted that, he had issued a legal notice to defendants on 06-03-2014 calling upon the defendants to come and execute the regular registered sale deed in favour of the plaintiff, immediately from the date of receipt of the notice by receiving the balance sale



consideration of Rs.3,00,000/- with respect to suit schedule property. The notice was duly served upon the defendants No.4 and 5 on 10-03-2014 and 11-03-2014 respectively but the notice was not served to the defendants No.1 and 2. The defendants neither replied to the said notice nor executed the registered sale deed as demanded by the plaintiff. The defendants after receipt of the legal notice trying to alienate the suit schedule property to the third parties with an intention to defraud the plaintiff and also trying to create encumbrance over the suit schedule property. Hence, this suit.

3. In spite of service of suit summons, the defendant No.1 to 3 called out, remained absent and placed exparte.

4. In pursuance of the suit summons, the defendant No.4 & 5 have appeared through their counsel and filed detailed written statement and resisted the suit of the plaintiff. The defendants in their written statement, they



have totally denied the plaint averments and interalia contended that, the suit of the plaintiff is barred by law of limitation and further contended that, the defendant No.5 had purchased the suit schedule property under the sale agreement dated: 18.07.2013 from the defendant No.1 to 3 and paid substantial amount of Rs.11,50,000/- by way of way cash and well as by way of cheque of Canara Bank, Tavarekere. The defendant No.1 to 3 were agreed and received advance and as per the terms in the agreement by accepting they executed the sale agreement in favour of defendant No.5 and also agreed to receive the balance of Rs.6,50,000/- at the time of registration, thereafter on 07.02.2014 they executed registered sale deed by receiving the balance amount from defendant No.4 and 5 in their favour, so the defendant No.4 and 5 are the absolute owners and in possession and enjoyment, further as per the registered sale deed the defendant No.4 and 5 have obtained the possession and they are the absolute owners and they are in possession only for



the litigation and harass these defendants the suit has been filed. For all these grounds, the defendant No.4 & 5 prayed to dismiss the suit of the plaintiff.

5. During the pendency of the above suit, the defendant No.2 was dead. The L.Rs., of defendant No.2 are already on record as defendant No.1 & 3.

6. During the pendency of the above suit, the defendant No.4 was dead, his L.Rs., are brought on record as defendant No.4(a to c).

7. On the basis of pleadings and materials on record, my learned predecessor has framed the following issues:

- 1) Whether the plaintiff proves that, he and the defendants have entered into agreement of sale dated 21.08.2013 for sale consideration of Rs.18 lakhs?
- 2) Whether the plaintiff proves that the defendants though received advance amount of Rs.15 lakhs, they have violated the conditions of agreement



and not executed the sale deed by receiving balance sale consideration of Rs.3 lakhs/-?

- 3) Whether the plaintiff proves that he is ready and willing to perform his part of the contract?
- 4) Whether the plaintiff proves that the sale deed dated 07.02.2014 executed by the defendant Nos.1 to 3 in favor of defendant Nos.4 and 5 with respect to suit schedule property is void and not binding on the plaintiff?
- 5) Whether the suit is barred by law of limitation?
- 6) Whether the plaintiff is entitled for the relief sought for in this suit ?
- 7) What order or decree ?

**Note:** On perusal of the plaint pleadings and issue No.1 & 2 framed in the above matter. In the instant suit in the plaint pleadings, the plaintiff has pleaded that, the defendant No.1 to 3 have entered into agreement of sale dated: 21.08.2013 and they have received Rs.15 lakhs as an advance amount out of sale consideration from the plaintiff, but while framing the issue No.1 & 2 it has been mentioned as defendants instead of defendant No.1 to 3. Hence, under these facts and circumstances, it is just and necessary to recast the issue No.1 & 2 as follows;



**Recasted Issue No.1:** Whether the plaintiff proves that, he and the defendant No.1 to 3 have entered into agreement of sale dated 21.08.2013 for sale consideration of Rs.18 lakhs?

**Recasted Issue No.2:** Whether the plaintiff proves that the defendant No.1 to 3 though received advance amount of Rs.15 lakhs, they have violated the conditions of agreement and not executed the sale deed by receiving balance sale consideration of Rs.3 lakhs/-?

8. In order to prove the case of the plaintiff, the plaintiff himself examined as PW.1 and got marked 18 documents as Ex.P.1 to 18 and closed his side of evidence.

9. In order to falsify the case of the plaintiff, the defendant No.5 is examined as DW-1 and also examined two more witnesses by names 1) M. Rajesh and 2) Sri. T. N. Narasimhaiah as DW-2 & 3 respectively and got marked nine documents as Ex.D.1 to 9 and closed their side of evidence.

10. Heard arguments on both sides.



11. My findings on the above issues are as follows:

Recasted Issue No.1 : In the Affirmative,  
Recasted Issue No.2 : In the Affirmative,  
Issue No.3 : In the Affirmative,  
Issue No.4 : In the Affirmative,  
Issue No.5 : In the Negative,  
Issue No.6 : In the Affirmative,  
Issue No.7 : As per the final order,

for the following:

**REASONS**

12. **Recasted Issue No.1 & 2:-** Since both these issues are interconnected with each, taken up together for common discussion to avoid repetition of facts. Admittedly, the plaintiff has filed this suit against the defendants for the relief of specific performance of contract dated: 21.08.2013 in respect of suit schedule property. I have already narrated in brief what is the case of the plaintiff is and what is the defense of the defendant No.4 & 5 is. The burden of proving the recasted issue No.1 & 2 are casted upon the plaintiff. In order to prove the same, the plaintiff has filed the



examination-in-chief by way of affidavit and examined as PW-

1. The PW-1 in his chief-examination he has deposed that, the defendant No.1 to 3 have offered to sell the suit schedule property, in order to meet their legal necessity and to lead their future life, the plaintiff has accepted the offer of defendant No.1 to 3 and agreed to purchased the same. The sale consideration was fixed for a sum of Rs.18 lakhs. The defendant No.1 to 3 have received an advance amount of Rs.15 lakhs out of sale consideration from the plaintiff and executed the registered agreement of sale dated: 21.08.2013 in favour of plaintiff. At the time of execution of the agreement of sale, the defendant No.1 & 2 have agreed to execute the regular sale deed within three years after obtaining necessary documents for registration. The plaintiff is always ready and willing to perform his part of contract, but the defendant No.1 to 3 have performed their part of contract as per the registered agreement of dated: 21.08.2013. It is further deposed that, during the subsistence of the aforesaid



agreement of sale, the defendant No.1 to 3 have created the alleged sale deed dated: 07.02.2014 in order to deprive the rights of the plaintiff over the suit schedule property, the said sale deed is void and not binding upon the plaintiff.

13. In order to prove the execution of the registered agreement dated: 21.08.2013, apart from oral testimony of the PW-1, the plaintiff has produced the original copy of the unregistered agreement of sale dated: 21.08.2013, the same has been marked as Ex.P3. According to the recitals of the said document, the defendant No.1 to 3 have entered to an agreement of sale for a total sale consideration of Rs.18,00,000/- in respect of suit schedule property and received an advance amount of Rs.15 lakhs from the plaintiff, the same is acknowledged by the defendant No.1 to 3.

14. It is relevant to note that, in spite of service of suit summons, the defendant No.1 to 3 are called out, remained absent and placed exparte. Hence, the defendant No.1 to 3



have not cross-examined the PW-1. Therefore, the oral and documentary evidence adduced by the PW-1 is unchallenged and unrebutted. At this juncture, there is nothing on record to disbelieve or discard the version of PW-1 and this court does not find any scintilla of evidence forthcoming from the side of the defendant. Under these circumstances, relying upon the oral and documentary evidence, this court answer the recasted Issue No.1 & 2 in the Affirmative.

15. **Issue No.3:-** The plaintiff in his pleadings he has specifically pleaded that he was/is always ready and willing to perform his part of contract. In this regard, the plaintiff in his plaint pleadings he categorically pleaded that, he has issued legal notice to the defendants on 06.03.2014 calling upon the defendants to come and execute the regular sale deed by receiving the balance sale consideration amount of Rs.3 lakhs. In spite of service of notice, the defendant No.4 &



5 have not complied the same nor replied the same. The notice to defendant No.1 & 2 was not served.

16. Now let me examine whether the plaintiff has shown his readiness and willingness to perform his part of contract. At this juncture, the dictum rendered by **the Hon'ble Supreme Court** in the case of **Kalawati Vs. Rakesh Kumar and others** reported in **(2018) 3 SCC 658** is guiding torch. I have read the aforesaid decision carefully. The distinction between readiness and willingness has been stated at Para 18 of the said judgment which runs as under :

In Acharya Swamy Ganesh Dassji Vs. Sita Ram, the same is reported in (1996) 4 SCC 526 this court draw a distinction between readiness to perform the contract and willingness to perform the contract. It was observed that, by readiness it may be meant the capacity of the plaintiff to perform the contract which would include the financial



position to pay the purchase price. As far as the conduct of the plaintiff has to be properly scrutinized along with attendant circumstances. On the facts available, the Court may infer whether or not the plaintiff was always ready and willing to perform his part of the contract.

17. On perusal of dictum laid down by the Hon'ble Apex Court in the aforesaid decision gives me an understand that not only readiness, but also willingness assumes importance. The readiness refers the financial position to pay the purchase price, whereas willingness refers to conduct and ignorance and due diligence shown to get the sale deed registered. As per readiness is concerned, substantial portion of the consideration amount of Rs.15,00,000/- out of sale consideration amount of Rs.18,00,000/- was paid by the plaintiff at the time of execution of said sale agreement dated: 21.08.2013, which is marked as Ex.P.3. In this case an amount of Rs.3,00,000/- is left. Thus the financial capacity of



the plaintiff to perform his part of contract cannot put in doubt. Ex.P.6 is the legal notice dated: 06.03.2014, on perusal of the same, it discloses that the plaintiff has issued legal notice to the defendants calling upon the defendants to execute the absolute sale deed in favour of the plaintiff by receiving balance sale consideration amount of Rs.3,00,000/-. Ex.P18 is the Bank Account Statement Extract of plaintiff, which shows that, there is sufficient funds in his account, which shows that the plaintiff was/is always ready and willing to perform his part of contract. For considering all these reasons, I answer Issue 3 in the Affirmative.

18. **ISSUE NO.5:-** The defendant No.4 and 5 in their written statement they have taken the contention that, the suit of the plaintiff is barred by limitation, as such the suit of the plaintiff is liable to be dismissed. In order to substantiate the said contention the defendant No.5 has filed the evidence



affidavit and examined as DW-1 and reiterated the written statement pleadings. Ex.P3 is the Original copy of the registered Sale Agreement dated: 21.08.2023, on perusal of the same, it appears that, the defendant No.1 & 2 have agreed to execute the regular sale deed within three years after obtaining necessary documents for the purpose of registration. At this juncture I would like to refer the Article 54 of the Limitation Act, which reads as follows:

“For the specific performance of contract, period of limitation is three years, the date fixed for the performance or if no such date is fixed when the plaintiff as noticed that, performance is refused.”

19. On perusal of the first limb of aforesaid Article applies to suits for specific performance of contract the three years limitation period begins to run from the date of fixed for the performance. Ex.P3 is the Agreement of Sale dated: 21.08.2013, the period fixed to perform contract for a period of three years from the date of agreement. As per the above



Article in the instant suit the limitation begins from 20.08.2016. The present suit ought to have been filed on or before 19.08.2019, but the present suit has filed on 27.02.2017. Hence, the suit of the plaintiff is well within the time of limitation. Hence, I answer the Issue No.5 in the Negative.

20. **Issue No.4:-** The plaintiff in his plaint pleadings during the subsistence of the registered agreement of sale dated: 21.08.2013, the defendant No.1 to 3 have executed the registered sale deed dated: 07.02.2014 in favour of defendant No.4 & 5 in respect of suit schedule property is void and not binding on the plaintiff. In order to substantiate the same, apart from oral testimony of PW-1, the plaintiff has mainly rely upon the Ex.P3 & P5. Ex.P3 is the original copy of the Registered Agreement of Sale dated: 21.08.2013 and Ex.P5 is the certified copy of the registered Sale Deed dated: 07.02.2014.



21. On the other hand, the defendant No.4 & 5 have taken a contention in their written statement that, the defendant No.5 had purchased the suit schedule property under the sale agreement dated: 18.07.2013 from the defendant No.1 to 3 and paid substantial amount of Rs.11,50,000/- by way of way cash and well as by way of cheque of Canara Bank, Tavarekere. The defendant No.1 to 3 were agreed and received advance and as per the terms in the agreement by accepting they executed the sale agreement in favour of defendant No.5 and also agreed to receive the balance of Rs.6,50,000/- at the time of registration, thereafter on 07.02.2014 they executed registered sale deed by receiving the balance amount from defendant No.4 and 5 in their favour, so the defendant No.4 and 5 are the absolute owners and in possession and enjoyment, further as per the registered sale deed the defendant No.4 and 5 have obtained the possession and they are the absolute owners and they are



in possession only for the litigation and harass these defendants the suit has been filed.

22. In order to substantiate the same, the defendant No.5 has filed the examination-in-chief by way of affidavit and examined as DW-1. The DW-1 in his chief-examination he has reiterated the plaint pleadings. In order to substantiate the case of the defendant No.4 & 5, they have examined two more witnesses namely M. Rajesh and T. N. Narasimhaiah as DW-2 & 3 respectively. The DW-2 and 3 in their chief-examination, they have deposed inconsonance with the DW.1. Accordingly, they have supported the case of the defendant No.4 & 5.

23. In order to substantiate the defense of the defendant No.4 & 5, apart from the oral testimony of the defendant No.4 & 5, they have produced as many as nine documents, which are came to be marked as Ex.D1 to D9. Ex.D1 is the original copy of the registered sale deed dated:



07.02.2014, Ex.D2 is the unregistered agreement of sale dated: 18.07.2013. Ex.D3 is the certified copy of the Assessment Tax Register Extract and Ex.D4 is the certified copy of the Tax Demand Register Extract. Ex.D5 is the Bank Statement Extract. Ex.D6 is the Tax Paid Receipt and Ex.D6 & 8 are the duplicate copy of the KSLECA. Ex.D9 is the online copy of the registered Sale Deed dated: 24.06.2011.

24. On perusal of the evidence available on record and also other materials available on record, it appears that, no doubt the plaintiff has filed this suit for the relief of specific performance of contract by virtue of the registered Agreement of Sale dated: 21.08.2013, which is marked as Ex.P3. As per the case of the plaintiff during the subsistence of the said Agreement of Sale, the defendant No.1 to 3 have created the sale deed dated: 07.02.2014 in favour of defendant No.4 & 5 in respect of suit schedule property in order to deprive the rights of the plaintiff over the suit schedule property.



25. Section 19 of the Specific Relief Act, 1963, defines parties against whom specific performance of a contract can be enforced, including the original party, volunteers, or subsequent purchasers with notice. It protects bonafide purchasers for value who acted in good faith without notice of the original contract. The burden of proving the subsequent purchasers are the bonafide purchaser for value without notice lies entirely in two subsequent purchasers. The subsequent purchaser cannot merely rely on the seller's assurances, they must prove they exercise due diligence to check any previous agreement or notice of the earlier contract especially if the original seller is in possession.

26. On perusal of the evidence available on record, it clearly go to show that, an agreement of registered sale was executed by the defendant No.1 to 3 in favour of plaintiff is registered one, the said agreement was executed on 21.08.2013, the same is marked as Ex.P3. The agreement



said to have been executed by the defendant No.1 to 3 in favour of defendant No.4 & 5 is unregistered agreement, the said agreement was executed on 18.07.2013, which is marked as Ex.P2 in the above matter. According to defendant No.4 & 5, the unregistered agreement of sale dated: 18.07.2013 (Ex.D2) has been executed by the defendant No.1 to 3 in favour of defendant No.4 & 5 is one month prior to the execution of the registered agreement of sale dated: 21.08.2013 in favour of plaintiff. It is to be noted that, Ex.D1 the registered sale deed was executed by the defendant No.1 to 3 in favour of defendant No.4 & 5 on 07.02.2014, the aforesaid sale deed is admittedly executed after registration of the sale agreement dated: 21.08.2013 in question. The defendant No.4 & 5 in their written statement they have not taken a contention that, they are the bonafide purchasers of the suit schedule property. Even though the unregistered agreement of sale executed (Ex.D2) by the defendant No.1 to 3 in favour of defendant No.5 prior to execution of the



registered Agreement (Ex.P3) in favour of plaintiff in respect of suit schedule property. Even at the time of getting registered sale deed dated: 07.02.2014 (Ex.D1) the defendant No.4 & 5 ought to have verified the encumbrance certificate relating to the suit schedule property. A person to be bonafide purchaser has to prove that, he did not have knowledge about the previous agreement executed by the vendors of the defendant No.4 & 5 in favour of somebody in respect of suit schedule property. After verification of the documents believing bonafide that, the vendor is the owner, the vendee is in good faith has purchased the suit schedule property. In the instant case the situation involved is otherwise, before purchasing the property or getting the sale deed obtained by the defendant No.4 & 5, they ought to have verified encumbrance certificate, it seems that the defendant No.4 & 5 without verifying the documents have purchased the suit schedule property. The execution of agreement of sale is only



a primary document, which requires further document to conclude transaction.

27. On going through the evidence available on record, it manifest that, the defendant No.4 & 5 without verifying the documents though unregistered agreement of sale dated: 18.07.2013 is said to have been executed prior to the execution of the registered agreement of sale in favour of plaintiff in respect of suit schedule property which is marked as Ex.P3, that itself doesn't come in way of defendant No.4 & 5 to say that, they are the bonafide purchaser. It is relevant to note that, Ex.P3 is the registered agreement of sale, the registered agreement of sale deemed to be is the notice of a person who purchases the property that already a registered agreement of sale is executed by vendor in favour of somebody. The burden of proof lies on the subsequent purchaser to prove they acted in a good faith without notice. In the absence of the same, the defense put forth by the



defendant No.4 & 5 in the above matter is not acceptable in the eye of Law. Under these facts and circumstances and evidence available on record, this Court considered view that, the defendant No.4 & 5 are not the bonafide purchasers of the suit schedule property. Hence, the sale deed dated: 07.02.2014 executed by the defendant No.1 to 3 in favour of defendant No.4 & 5 in respect of the suit schedule property is void and not binding upon the plaintiff. For considering all these reasons, I answer Issue No.4 in the Affirmative.

28. **ISSUE NO.6:-** Now coming to the aspect of entitlement of the discretionary relief. This Court do not find any materials or any such infringement aspect which go against the case of the plaintiff as already discussed the plaintiff has proved Ex.P3. That means, the necessary ingredients that are very much required for the suit for specific performance has been fulfilled to the satisfaction of the Court by the plaintiff. Furthermore, when this Court has



already held that, the plaintiff has proved readiness and willingness on his part and also proved that, the sale deed dated: 07.02.2014 executed by the defendant No.1 to 3 in favour of defendant No.4 & 5 is void and not binding on the plaintiff. For considering all these reasons, I answer Issue No.6 in the Affirmative.

29. **Issue No.7:-** In view of my above findings, I proceed to pass the following :

**ORDER**

The suit of the plaintiff is hereby decreed with cost.

The defendant No.1 to 3 are hereby directed to execute the registered sale deed in favour of the plaintiff in respect of the suit schedule property as per the terms of the registered agreement of sale dated: 21.08.2013 by receiving balance consideration amount of Rs.3,00,000/- within 60 days from the date of this Judgement. The L.Rs., of defendant No.4 & defendant No.5 are also directed to join with the defendant No.1 to 3 to



execute the registered sale deed as per the terms and conditions of the registered agreement of sale as stated supra, failing which, the plaintiff is at liberty to get the sale deed executed through process of court/law.

It is declared that, the sale deed dated: 07.02.2014 executed by the defendant No.1 to 3 in favour of defendant No.4 & 5 is void and not binding on the plaintiff.

The plaintiff shall deposit the remaining balance sale consideration amount of Rs.3 lakhs within 30 days from the date of this Judgement.

Draw decree accordingly.

(Dictated to the Typist directly on the computer, computerized by her, corrected by me and then pronounced in the open Court on this the **18<sup>th</sup> day of March, 2026.**)

**(SHIVAKUMAR R.)  
ADDL. SR. CIVIL JUDGE  
AND J.M.F.C, MAGADI.**



**A N N E X U R E**

**List of witness examined for the plaintiff:-**

PW.1 : Sri. Uday Kumar

**List of documents exhibited for the plaintiff:-**

Ex.P.1 & 2 : Tax Demand Register Extracts  
Ex.P3 : Registered Agreement of Sale  
dtd: 21.08.2013  
Ex.P3(atoc): Signatures  
Ex.P4 : Encumbrance Certificate  
Ex.P5 : Sale Deed dated: 07.02.2014  
Ex.P6 : Legal Notice dtd: 06.03.2014  
Ex.P7to11 : Postal Receipts  
Ex.P12to14: Postal Covers  
Ex.P12to14s' (a): Legal Notices  
Ex.P15&16: Postal Acknowledgments  
Ex.P17 : Sale Deed dtd: 05.02.2003  
Ex.P18 : Bank Statement of PW-1

**List of witnesses examined for the defendants:-**

DW-1 : Sri. T. N. Aravind  
DW-2 : Sri. M. Rajesh  
DW-3 : Sri. T. N. Narasimhaiah

**List of documents exhibited for the defendants:-**

Ex.D1 : Sale Deed dtd: 07.02.2014  
Ex.D2 : Agreement of Sale dated: 18.07.2013  
Ex.D2(a&b): Signatures  
Ex.D3 & 4 : Demand Register Extracts

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- Ex.D5 : Statement of Account
- Ex.D6 : Receipt issued by Bangalore District  
Panchayathi
- Ex.D7 & 8 : Duplicate Copies of KSLECA
- Ex.D9 : Xerox copy of the Sale Deed dtd: 24.06.2011

**(SHIVAKUMAR R.)**  
**ADDL. SR. CIVIL JUDGE AND J.M.F.C,**  
**MAGADI.**