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

Present:

**Sri. Sandeep S. Reddy, B.A.L, LL.B.,
Senior Civil Judge & JMFC, Magadi.**

DATED : THIS THE 25th DAY OF JUNE 2026

O.S. No. 217/2024

Plaintiff : V.Narena
S/o C.Venkatesh,
Aged about 33 years,
R/at No.21, 14th B
Main Road, Mathikere,
Bengaluru-54.

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

V/s

Defendants :

1. Ganganarasaiah
S/o Late Chowdaiah,
Aged about 67 years.
2. Smt.Gangamma
D/o late Chowdaiah,
Aged about 65 years.
3. Smt.Jayamma
D/o Late Chowdaiah,
Aged about 63 years.
4. Smt.Lakshmamma
D/o Late Chowdaiah,
Aged about 60 years.

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5. Smt. Yellamma
D/o late Chowdaiah,
Aged about 58 years.
6. Smt.Savithramma
D/o Late Chowdaiah,
Aged about 57 years.
7. Venkatesh
S/o Late Chowdaiah,
Aged about 55 years.

All are R/at
No.203, 1st E Cross,
4th Block, Sharadha
Colony, Basaveshwaranagar,
Bengaluru-79.

And also R/at
No.21, 14th A Cross,
Vrushabhavathi Nagar,
Kamakshipalya,
Bengaluru-79.

(D1 to 7 Ex-parte)

Date of Institution of Suit	:	20.03.2024
Nature of Suit	:	Specific Performance
Date of commencement of evidence	:	14.03.2025
Date of Judgment	:	25.06.2026

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Duration	:	Year	Months	Days
		02	03	05

**Senior Civil Judge & JMFC,
Magadi.**

JUDGMENT

The present suit is filed by the plaintiff seeking for the relief of specific performance of agreement of sale dt: 12.01.2018 and directing the defendants to execute registered sale deed with respect to suit schedule property along with other consequential reliefs.

2. It is the case of the plaintiff that the defendants are the joint owners of the land bearing Sy. No. 44/1 New Sy. No. 44/6 measuring to an extent 1 acre 22 guntas and another land bearing Sy. No. 44/2, 44/8, and 44/9 measuring to an extent of 1 acre 6 guntas situate at Byrapura Village, Kudru Hobli, Magadi Taluk. The said properties are morefully described in the schedule to the plaint and hereinafter referred to as the suit schedule

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property. The plaintiff has further stated that the plaintiff and defendants had entered into agreement of sale on 12.01.2018 wherein the defendants had agreed to sell the suit schedule property for a sale consideration Rs. 29,70,000/-. That the defendants had received the advance sale consideration of Rs. 20,50,000/- from the plaintiff at the time of execution of the sale agreement in the following manner:

- “a). Rs. 10,00,000/- by way of cash on 24.08.2015.
- b). Rs. 2,50,000/- by way of cash on 17.03.2017
- c). Rs. 3,00,000/- by way of cash on 12.04.2017
- d). Rs. 50,000/- by way of cash on 21.04.2017
- e). Rs. 4,50,000/- by way of cash“

3. That time was not the stipulation of the contract and defendants had agreed to get the documents ready along with 11-e sketch for registration purpose. That the defendants had failed to perform their contract by receiving balance sale consideration. That the plaintiff had further paid advance amount of Rs.

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1,50,000/- by way of cheque No. 208576 on 25.03.2019 in favor of defendant No.1 and Rs. 2,00,000/- by way fo cash to the defendant No.1. Thus, Rs. 3,50,000/- was received by the defendant No.1 and only the balance of Rs. 5,70,000/- is required to be paid. That the plaintiff had arranged the amount fo Rs. 5,00,000/- and paid to the defendants on 23.10.2021 and shara was executed. That only an amount of Rs. 70,000/- is required to be paid. That the plaintiff had issued the legal notice calling upon the defendants to execute the sale deed by receiving the balance sale consideration. But the defendants had not performed their part of the contract and hence, plaintiff has filed the aforesaid suit.

4. The summons to defendants No.1 to 7 was duly served through the paper publication i.e. substituted service on 01.02.2025. That they did not appear before the court and hence, they were placed ex-parte.

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5. Considering the plaint averments following points arise for my consideration:

POINTS

1. Whether the plaintiff proves that the defendants and plaintiff entered into an agreement of sale dt: 12.01.2018 ?
2. Whether the plaintiff proves that plaintiff has complied with all the covenants in the agreement and plaintiff was ready and willing to perform his part of agreement ?
3. Whether the plaintiff is entitled for the relief sought for?
4. What order or decree?

6. The plaintiff in support his case got examined the witnesses PW1 & 2 and got marked Ex.P.1 to 36 documents and closed his side.

7. Heard learned advocate for the plaintiff. The defendants have remained ex-parte.

8. My findings for the above points are as under.

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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

9. **Point No.1 to 3 :-** It is the case of the plaintiff that, the plaintiff and defendants had entered into an agreement of sale dt: 12.01.2018. That the defendants had agreed to sell the suit schedule property to the plaintiff for total sale consideration of Rs. 29,00,000/-. That the defendants had received Rs. 28,30,000/- towards advance sale consideration and they had failed to execute the sale deed. The plaintiff has contended that he has got issued the legal notice asking the defendant to execute the sale deed. The plaintiff contends that he was always ready and willing to perform his part of the contract.

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10. The plaintiff in order to prove his case has got examined the witnesses PW1 & 2. The plaintiff has got marked the documents Ex.P1 to 36.

11. PW1 is none other than the plaintiff himself. The plaintiff has reiterated the plaint averments in the examination in chief affidavit. The plaintiff has produced and got marked the documents Ex.P1 to 36. Ex.P1 is the agreement of sale dt: 12.01.2018, Ex.P2 to 6 are the RTCs, Ex.P7 & 8 are the legal notices, Ex.P9 to 22 are 14 postal receipts, Ex.P23 to 36 are the postal acknowledgments.

12. The Ex.P1 is the agreement of sale dt: 12.01.2018, the plaintiff has paid the duty and penalty imposed by this court on Ex.P1 as per order dt: 23.10.2025. Accordingly, the certificate under Sec. 37 of Karnataka Stamp Act is also issued.

13. The plaintiff has got marked the document Ex.P1 and has also got marked the shara to the said Ex.P1. The plaintiff has got examined another witness PW2 who is witness to the shara for

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having paid the amount of Rs. 5,00,000/- to the defendants. The documents produced by plaintiff clearly shows that the said document was duly executed and the witness to the said document i.e. PW2s evidence also shows that the balance payment of Rs. 5,00,000/- was also paid as per the shara.

14. The defendants have not appeared before the court and they have not challenged the evidence of plaintiff. The plaintiff has already paid the substantive consideration amount to the defendants. The plaintiff was always ready and willing to perform the part of the contract.

15. Under these circumstances, the plaintiff has successfully proved his case and he has proved the due execution of Ex.P1 document and payment of sale consideration. Hence, ***I answer Point No.1 to 3 in the Affirmative.***

16. **Point No.4:** In view of reasons on Point No.1 to 3, I proceed to pass the following:

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ORDER

Suit of the plaintiff is hereby decreed with cost.

Defendants are directed to execute sale deed with respect to suit schedule property in favour of the plaintiff on receiving balance consideration amount within the period of two months from today. If in case defendants fails to execute the sale deed within two months from the date of this judgment then the plaintiff is hereby directed to deposit the balance sale consideration within 30 days from the date of failure of defendants to execute the sale deed.

Draw decree accordingly.

*(Dictated to the Stenographer directly on the computer, typed by him and corrected by me and then pronounced in the open court on this the **25th day of June, 2026.**)*

(Sandeep S. Reddy)
Senior Civil Judge & JMFC.,
Magadi.

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ANNEXURE

List of witnesses examined on behalf of Plaintiff :

PW-1	:	V. Naren	14.03.2025
PW-2	:	Ramesha.K	28.02.2026

List of documents produced on behalf of Plaintiff :

Ex.P1	:	Sale agreement dt: 12.01.2028
Ex.P2 to 6	:	RTCs
Ex.P7 & 8	:	Notices
Ex.P9 to 28	:	Postal receipts
Ex.P29 to 36	:	Postal acknowledgments
Ex.P1(a)	:	Sig. of PW2

List of witnesses examined on behalf of Defendants :

NIL

List of documents produced on behalf of Defendants :

NIL

(Sandeep S. Reddy)
Senior Civil Judge & JMFC.,
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Separate judgment signed and pronounced in open court.

ORDER

Suit of the plaintiff is hereby decreed with cost.

Defendants are directed to execute sale deed with respect to suit schedule property in favour of the plaintiff on receiving balance consideration amount within the period of two months from today. If in case defendants fails to execute the sale deed within two months from the date of this judgment then the plaintiff is hereby directed to deposit the balance sale consideration within 30 days from

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the date of failure of defendants to
execute the sale deed.

Draw decree accordingly.

Senior Civil Judge & JMFC.,