



**IN THE COURT OF ADDL. SENIOR CIVIL JUDGE
AND JMFC, GUBBI**

PRESENT:

SMT. POORNIMA K. YADAV, B.A. LL.B., LL.M.,

Addl. Sr. Civil Judge & JMFC, Gubbi.

Dated this the 11th day of June, 2026

O.S. 132/2025

Plaintiff:

Shankaramma
W/o Late Chikkahanumanthaiah,
Aged about 46 years,
R/at No. 139, 9th Cross,
Paramount Garden
Kanakapura Road,
Talaghattapura,
Bangalore

(By Sri.H.T.A., Advocate)

V/s

Defendants:

- 1.** Lakshamma
W/o Late Durgaiah,
Aged about 83 years,
 - 2.** Narasimhamurthy
S/o Late Durgaiah,
Aged about 46 years,
 - 3.** Sowbhagyamma
W/o Narasimhamurthy,
Aged about 36 years,
- Defendant No. 1 to 3 are
R/at Haradagere Village,
Nittur Hobli,
Gubbi Taluk,
Tumakuru District.

(D1 to 3 Exparte)



Date of institution of Suit	04.04.2025
Nature of suit	For Specific Performance
Date on which the Judgment is pronounced	11.06.2026
Total Duration	Year Month Day 01 02 08

Sd/-
(POORNIMA K. YADAV)
Addl. Senior Civil Judge &
JMFC, Gubbi.

: **JUDGMENT** :

This suit is filed by the plaintiff seeking relief of specific performance of agreement of sale dated 13.12.2023 in respect of suit schedule property i.e., Land bearing old Sy. No. 18/4 present Sy. No. 18 total extent 2.20 acre, out of which the extent of 1.1.00 of land situated at Kallanahalli Village, Nittur Hobli, Gubbi Taluk, Tumakuru District.

2. The averments of the plaint in brief is as under:

Originally land bearing old Survey No. 18 /4, new Survey No. 18 totally measuring 2 acres 20 guntas out of which an extent of 1 acre 10 guntas situated at Haradakere Village, Nittur Gobli, Gubbi Taluk, Tumakuru District is the



ancestral and joint family property of the defendants. One late Durgaiah was the kartha of the family. He had a son by name Narasimhamurthy i.e., defendant no. 2 and three daughters by name Sarvamma, Rathnamma and Sharadamma. The daughters of the said Durgaiah have executed a registered release deed on 13.09.2019. The defendants for their family and legal necessities offered the plaintiff to sell the suit schedule property. The plaintiff was ready to purchase the property. As such the defendant no. 1 to 3 executed registered sale agreement on 13.12.2023 in favour of the plaintiff with respect to the suit schedule property for sale consideration of Rs. 6,25,000/-. Towards the sale consideration amount, the defendants have received advance sale consideration amount of Rs.1,00,000 by way of cash on 28.06.2022 and Rs. 2,00,000 by way of cash and Rs. 83,000 by way of cash on 34.02.2023, Rs. 40,000 for the purpose of clearing the bank loan and they agreed to receive balance sale consideration amount of ₹ 2,000 on the date of registration. The plaintiff is ready and



willing to get the registration of the suit schedule property by paying balance sale consideration amount of ₹ 2,000. The defendants failed to execute registered sale deed of the suit schedule property even though substantial sale consideration amount is received by the defendant No. 1 to 3. The plaintiff approached the defendants several times to get the sale deed registered. In spite of it the defendants did not come forward to register the property. The plaintiff got issued legal notice to the defendants on 12.02.2025 calling upon them to execute registered sale deed pertaining to the suit schedule property. The legal notice was duly served upon the defendants on 13.02.2025. In spite of duly service of notice, the defendants neither complied to the terms of the notice nor replied to the legal notice. Hence the suit.

- 3.** In spite of daily service of suit summons, the defendant No. 1 to 3 did not appear. As such they were placed ex parte.



4. The plaintiff, to prove her case, got examined herself as PW1, witnesses as PW2 and PW3 and got marked documents as per Exhibit P1 to P9.
5. Heard the counsel for the plaintiff.
6. Based upon the materials available on record, the points that arise for my consideration are:
 1. Whether the plaintiff proves that, the defendant No. 1 to 3 executed registered agreement of sale dated 13.12.2023 in respect of the suit schedule property for sale consideration amount of Rs. 6,25,000/- by receiving advance sale consideration amount of Rs. 6,23,000/-?
 2. Whether the plaintiff proves that she is ever ready and willing to perform her part of contract?
 3. Whether the plaintiff is entitled for the relief of specific performance of the agreement of sale dated 13.12.2023 as sought for?
 4. What order or decree?



7. My findings to the above Points are as under:

Point No.1: In the Affirmative
Point No.2: In the Affirmative
Point No.3: In the Affirmative
Point No.4: As per the final order,
for the following;

REASONS

8. **Point No. 1 and 2:** These issues taken together for common discussion as they are inter linked with each other and also to avoid repetition of facts.

The plaintiff is before the court claiming for execution of registered sale deed as per the terms of registered agreement of sale dated 13.12.2023 executed by the defendant No. 1 to 3 in respect of the suit schedule property. The plaintiff as PW1 produced the registered agreement of sale as per Ex P1 dated 13.12.2023 for sale consideration amount of Rs. 6,25,000/- executed by the defendant No.1 to 3 and the defendant No. 2 also on behalf his minor children by name Yashaswini and Keerthana in favour of the plaintiff. As per Ex P1 it is seen that the



defendants entered into agreement of sale for the purpose of family necessity i.e., for developmental activities and education purpose of the children. Ex P1 depicts that the defendant No. 1 to 3 have received advance amount of Rs. 1,00,000/- in cash on 28.06.2022, Rs. 2,00,000/- in cash on 30.08.2022, Rs. 2,00,000/- in cash on 12.02.2023, Rs. 83,000/- in cash on 30.04.2023 and Rs. 40,000/- for payment to the bank towards loan from the plaintiff. This shows that the plaintiff has paid advance sale consideration amount of Rs. 6,23,000/- to the defendants and the balance sale consideration amount to be paid is Rs. 2,000/-.

9. PW2 is the independent witness and PW3 is the attesting witness to the agreement of sale Ex P1. PW2 and PW3 in their evidence deposed about execution of registered agreement of sale by the defendants to the plaintiff with respect to the suit schedule property. PW3 identified his signature in Ex P1 as per Ex P1(b).



- 10.** Further, PW2 and PW3 in their examination in chief affidavits deposed that on 13.12.2023 the defendants executed agreement of sale in favour of the plaintiff in respect of the suit schedule property for sale consideration amount of Rs.6,25,000/-. They further deposed that the plaintiff and the defendants put their signatures and the defendant No.2 put his signature also on behalf of his minor children by name Yashaswini and Keerthana to the agreement of sale in their presence.
- 11.** Ex P2 and P3 are the RTC Extracts of the suit schedule property standing in the name of defendants.
- 12.** Ex P4 is the Legal Notice issued by the plaintiff to the defendants on 12.02.2025 and Ex P5 is the Postal receipt and Ex P6 to P8 are the Postal Acknowledgments which shows that the said notice is duly served on the defendant No. 1 to 3.



- 13.** When Ex P1 is read along with the oral evidence of PW1 to 3, it is clear that the defendants No. 1 to 3 and the defendant No.2 also on behalf of his minor children named Yashaswini and Keerthana agreed to sell the suit schedule property to the plaintiff for sale consideration amount of Rs. 6,25,000/- and received advance sale consideration amount of Rs. 6,23,000/- from the plaintiff and they agreed to receive balance sale consideration amount of Rs. 2,000/- from the plaintiff at the time of execution of the sale deed.
- 14.** That apart Ex P1 being a registered document carries presumptive value that it is a genuine document which is validly executed. The defendants did not appear and challenge the claim of the plaintiff as such, the presumptive value attached to the agreement of sale Ex P1 remains intact.
- 15.** The evidence on record discloses that the plaintiff paid Rs. 6,23,000/- towards the sale consideration amount of Rs.



6,25,000/- and the balance consideration amount to be paid by the plaintiff is a meager amount of Rs. 2,000/-. Further, issuance of legal notice by the plaintiff as per Ex P4 to the defendants on 12.02.2025 shows that the plaintiff is interested to get the sale deed registered and the defendants failed to execute registered sale deed in favor of the plaintiff. The said facts show that the plaintiff is ever ready and willing to perform her part of contract. Accordingly, Point No. 1 and 2 are answered in the **Affirmative.**

- 16. Point No.3** By answering Issue No. 1 and 2 in the Affirmative, it is held due execution of agreement of sale by the defendants in favour of the plaintiff and that the plaintiff is ever ready and willing to perform her part of contract. In the said circumstances, the plaintiff is entitled for the relief of specific performance of the agreement of sale dated 13.12.2023. Accordingly, Point No.3 is answered in the **Affirmative.**



17. **Point No.4:** In view of the above discussions, I proceed to pass the following;

ORDER

The suit of the plaintiff is hereby decreed with cost.

The defendant No. 1 to 3 and the defendant No.2 as guardian of his minor children named Yashaswini and Keerthana are hereby directed to execute registered sale deed in favour of the plaintiff within two months from the date of decree by receiving balance sale consideration amount of Rs. 2,000/- at the registration expenses to be borne by the plaintiff.

Failing which the plaintiff is at liberty to proceed against the defendants as per law.



Draw decree accordingly.

(Dictated to the stenographer, directly on computer, typed and print out taken by her and then corrected, signed and then pronounced by me in the open court on this the **11th day of June 2026**).

Sd/-
(POORNIMA K. YADAV)
Addl. Senior Civil Judge
& JMFC, Gubbi.

ANNEXURE

List of Witnesses examined on behalf of the plaintiffs:

P.W.1	-	Shankaramma
P.W.2	-	Shivayogaiah Sheelavanth Matt
P.W.3	-	Shravanth C

List of Documents marked on behalf of the plaintiffs:

Ex.P.1	-	Original registered Agreement of Sale dated 13.12.2023
Ex.P.1(a)	-	Signatures
Ex.P.2	-	RTC Extracts of land bearing Sy. No. 18
Ex.P.3	-	RTC Extracts of land bearing Sy. No. 18/4
Ex.P.4	-	Legal notice
Ex.P.5	-	Three Postal Receipts



Ex.P.6 - Three Postal acknowledgments

List of Witnesses examined on behalf of the defendants:

-Nil-

List of Documents marked on behalf of the defendants:

-Nil-

Sd/-

(POORNIMA K. YADAV)

**Addl. Senior Civil Judge &
JMFC, Gubbi.**