

JUDGE IN
MFC COURT
BASAVANA BAGEWADI

OS NO: 329/2025

IN THE COURT OF THE HON'BLE CIVIL JUDGE BASAVANA
BAGEWADI AT: BASAVANA BAGEWADI

Plaintiff

:

Smt Neelamma W/o Shivappa Gudihal,

V/S

Defendants:

Shri Appanna S/o Basavantraya
Gudihal,

PW-01

**EXAMINATION OF CHIEF IN THE FORM OF AFFIDAVIT UNDER
ORDER 18 RULE 4 OF CPC.**

Name : Smt Neelamma W/o Shivappa Gudihal,
Age : 52 years,
Occ : Agriculture
R/o : Jayawadagi, Tq: Basavana Bagewadi, Dist:
Vijayapur today at Basavana Bagewadi do hereby state on
solemn affirmation as under,

1. I state that, I am plaintiff in the top noted case and I know the facts of this case, Hence I am swearing this affidavit on oath.
2. I state that, I have filed the top noted suit against the defendant for seeking the relief of Specific performance of contract and requesting this Hon'ble court to direct the defendant to execute a sale deed in favor of the plaintiff in respect of property bearing Sy no 42/2 measuring 1 acre and 16 guntas situated at Jayawadagi village, Basavana Bagewadi taluk.
3. I state that, the suit property is land **bearing Sy No 42/2 measuring 1 acres 16 Guntas**, situated at Jayawadagi village of Basavana Bagewadi Taluk, Vijayapur District, bonded as follows,
 - East : The property of Somanna Gudihal
 - West : Remaining property of Sy no 42/2
 - South: The property of the Siddappa Gudihal
 - North: The property of the Shivappa Madar
4. I state that, the defendant is the owner and actual and peaceful possession of the above said suit property and the presently the suit property is standing in the name of the defendant.

No. of Corrections

nil.

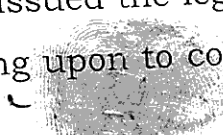
Sheristadar (A. In)

Neelamma
Gudihal

5. I state that, the defendant was in need of money in the months of January 2005 for his family necessity like paying loan to bank and other health issues, and I came to know that, the above said property has been put for sale, and the I have negotiated with the defendant and asked the highest price in the market of Rs 40,000/- (Forty thousand only) and the defendant has agreed for the same price and agreed to sale the above mentioned property.
6. I state that, the defendant has received the advance amount of Rs 35,000/- on dated 16.01.2005 (Thirty Five thousand only) before the attesting witness and elders of the village, and **executed the agreement of sale deed on dated 16.01.2005 in the presence of the attesting witness** and remaining part of the balance amount of Rs 5,000/- (Five Thousand only) will be given at the time of executing the final sale deed and there was a boundary problem to the above said property, therefore the defendant has requested me to execute the final sale deed after resolving the boundary dispute and affecting the 11 E sketch.
7. I state that, thereafter several times I have requested the defendant to execute the final sale deed in my favor, then the defendant has postponing the same one or other reasons, then 02.08.2025, again I have asked the defendant to execute the final sale deed in respect of the above mentioned suit property, then the defendant has not responded my words and elders of the villages and all the efforts made by the plaintiff is went in vain.
8. I state that, I was ready and willing to complete the purchase, subject to performing defendant part of the said agreement, Therefore I have issued the legal notice to the defendant through my counsel calling upon to complete the same agreement of sale

Sheristadar (Adm.)

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and execute final sale deed in my favor with receiving remaining balance amount of Rs 5,000/- within 7 days from the receipt of legal notice, but the said legal notice has been returned with endorsement stating that, addressee moved and return to sender, then the defendant has approached me and requested the me to execute the final sale deed in the month of September 2025, then I have waited till the last week October 2025, then on dated 28.10.2025, I have asked the defendant to execute the final sale deed in my favor, then the defendant has refused the request made by me.

9. I state that, I have heard the news that, the defendant is trying to alienate the suit property to cheat me and with creating the third party charge over the suit property and third party persons are visiting the suit property with intention to purchase,
10. I state that, as per the agreement of sale deed on dated 16.01.2005, I am always ready and willing to perform my part of contract but now all of a sudden the defendants taken the suit land for alienation to the others and the other villagers started to visit the suit land for its purchase. Hearing the said fact and looking the others visiting to the suit land with an intention to purchase the same, I became shocked and immediately, I approached the elders and stated regarding the said fact of visiting of the various persons to the suit land with an intention to purchase the same. Then the elders along with me have approached the defendant and asked him regarding the said fact but for which the defendant admitted the fact that, he has taken the suit land for sale openly and then for which I enlightened the defendant regarding the agreement of sale dated 16.01.2005 and requested the defendant so as to execute the sale deed of the suit land by receiving the balance consideration

Sheristadar (Adm.)

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amount of Rs. 5,000/- but for which the defendant demanded for more money and denied to execute the final sale deed of the suit land in my favor.

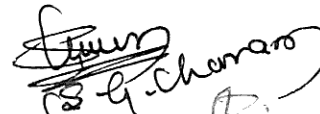
11. I state that, the defendant purposely placed ex-part and he has not choose to file written statement, I have produced the documents to prove my case and same may be marked on my behalf

Under these circumstance, Hon'ble court be pleased to pass the judgment and decree in my favor and directing the defendant to execute final sale deed in my favor in respect of the land **Sy No 42/2 measuring 1 acres 16 Guntas**, situated at Jayawadagi village of Basavana Bagewadi Taluk, Dist Vijayapur and if this hon'ble court comes to the conclusion that, unable to execute the sale deed, then Hon'ble court be pleased to direct the defendant to return earnest money to the plaintiff with interest of 24% per annum till realization

I do hereby state that, the all the contents of the above said paras are true and correct to the best of my knowledge and belief and rest of the paras are believed to be true and correct Hence I have signed here.

Place: Basavana Bagewadi
Date: 14.08.2026
I Know the deponent

Deponent


Advocate

solemnly affirmed / sworn to before me this 14th day of August of 2026, the contents of the affidavit having been read over and explained to the deponent in Kannada the language known to him who appeared perfectly to understand the same and signed his name / made his mark in my presence
Sd/- S. G. Chavan.

Place: Basavana Bagewadi

Date: 14.8.2026

Sheristadar.

Judicial Officer (J.O.) & JMFC C.A.

Basavana Bagewadi

No. of Corrections
one only.

Sheristadar (Admin.)

ದಿನಾಂಕ: 14.08.2026 ರಂದು ಸಾಕ್ಷಿಯನ್ನು ಕರೆಯಿಸಿ ಪ್ರಮಾಣ ಮಾಡಲಾಯಿತು

ಮುಖ್ಯವಿಚಾರಣೆ ವಾದಿಯ ಪರ ಶ್ರೀ. ಎಸ್.ಜಿ.ಸಿ. ವಕೀಲರಿಂದ:-

ನಾನು ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಯ ಬದಲಾಗಿ ಪ್ರಮಾಣ ಪತ್ರವನ್ನು ಸಲ್ಲಿಸುತ್ತಿದ್ದೇನೆ. ಅದರಲ್ಲಿ ಬರೆದಿರುವ ಸಂಗತಿಗಳು ಸತ್ಯವಾಗಿರುತ್ತವೆ. ನದರಿ ಸಂಗತಿಗಳನ್ನು ನಾನೇ ಹೇಳಿ ಬರೆಸಿರುತ್ತೇನೆ ಅದರಲ್ಲಿ ಬರೆದಿರುವ ಸಂಗತಿಗಳನ್ನು ಓದಿ ತಿಳಿದುಕೊಂಡು ಸಹಿ ಮಾಡಿರುತ್ತೇನೆ.

ಮುಂದುವರೆದ ಮುಖ್ಯವಿಚಾರಣೆಗೆ ಸಮಯಾವಕಾಶ ಕೋರಿದ್ದರಿಂದ ಸಮಯಾವಕಾಶ ನೀಡಲಾಯಿತು.

(ತೆರೆದ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ನನ್ನ ಉತ್ತರ ಲೇಖನದಂತೆ ಬೆರಳಚ್ಚು ಮಾಡಲಾಯಿತು)



ಓ ಹೇ ಕೇ ಸರಿ ಅದೆ.

(Handwritten signature)

(ಶ್ರೀ ಅಮಿತ್ ಘಟ್ಟಿ)

ದಿವಾಣಿ ನ್ಯಾಯಾಧೀಶರು ಮತ್ತು

ನ್ಯಾಯಿಕ ದಂಡಾಧಿಕಾರಿಗಳು

ಬಸವನ ಬಾಗೇವಾಡಿ.