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**TITLE SHEET FOR JUDGMENT IN SUITS**

Government of Karnataka (C.R.P.67)

Form No.9 (Civil)
Title sheet for
Judgments in suits
(R.P.91)

**IN THE COURT OF SENIOR CIVIL JUDGE, YADGIR.
AT: YADGIR**

Present: **Sri. Balasaheb Wadavade,**
B.Com., LL.B.(Spl.)

Senior Civil Judge and CJM,
Yadgir

Dated this the 2nd Day of June 2026**O.S. No.70/2025**

Plaintiff : Habib S/o Khaja Husain
Age: 36 years, Occ: Agriculture
& Business, R/o : Vankasambra,
Tq : Gurumitkal, Dist: Yadgiri.

(Plaintiff represented by Sri. A.S.P Advocate)**V/s**

Defendant : Smt. Shakira @ Shakira Begum W/o
Nabichand @ Abdul Nabi Shaikh ,
Age: 48 years, Occ: Agriculture,
R/o: Anna Valenkini Chawl,
Room No.206, Kumbar Wada Road,
Opp Kamraj School, Mahim East Dharavi
Mumbai Pin code No.400017.

(Defendant ex-parte)

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Date of institution of suit.	:	28-04-2025		
Nature of the suit	:	Suit for specific performance of contract.		
Date of commencement of recording of evidence	:	07-04-2026		
Date on which the judgment was pronounced	:	02.06.2026		
Total duration	:	Years	Months	Days
		1	1	5

J U D G M E N T

This is a suit filed by the plaintiff, seeking following reliefs.

1. The defendant be ordered and directed to execute registered sale deed of suit land Sy. No. 286 now Sy. No.286/*/3 measuring 03 acres situated at Vankasambra Village Tq: Gurumitkal & Dist: Yadgiri by receiving balance amount of Rs.5,25,000/- in the name of plaintiff.

2. In case, defendant fails to receive balance and execute the sale deed, the court commissioner be appointed to execute the sale deed of suit land in the name of plaintiff.

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3. Alternatively, decree be passed directing defendant to refund or return advance amount of Rs.30,00,000/- with interest of 18% p.a. from 22.03.2024 to till payment and realization to plaintiff.

4. The cost of the suit be awarded.

5. Any other relief to which plaintiff found entitled may also be granted

2. FACTS OF THE PLAINTIFF'S CASE ARE AS UNDER;

Plaintiff states that defendant is the absolute owner in possession of the suit land Sy. No. 286, now Sy.No.286/*/3 measuring 03 acres situated at Vankasamudra Village, Tq: Gurumatkal, Dist: Yadgiri.

3. He further stated that the defendant has offered to sell the suit schedule property to him for a sum of Rs.35,25,000/- and he has accepted the said offer. The defendant has executed an agreement of sale

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document No.10983/2023-24 date: 22-03-2024 in his name by receiving cash of Rs.30,00,000/- as earnest amount in the presence of witnesses and agreed to bring 11 E sketch, Form No.10 and RTC extract on her own cost and execute the registered sale deed in his name within one year i.e 21.03.2025.

4. It is further stated by the plaintiff that on 22.03.2024, he is ready to perform his part of contract and ready and willing to pay balance amount of Rs.5,25,000/-, stamp charges and registration charges. Initially, defendant has agreed for the same. Thereafter she has not ready to receive balance amount and register the suit property in his name. On 04.03.2025 and 18.03.2025, he has issued a legal notice against defendant by requesting her to receive balance amount of Rs.5,25,000/- and execute registered sale deed in his name in respect of suit land

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but it was not served due to non residing in the given address by the defendant who has residing at Mumbai.

5. He further stated that he is always ready and willing to pay the balance of sale consideration amount and get the registered sale deed in his name at his expenses. There is no breach of contract on his part but defendant has failed to perform her part of contract. Hence he has filed this suit.

6. After institution of the suit, this court has issued suit summons against the defendant. Suit summons was not duly served upon her. Thereafter plaintiff has took the substitute of suit summons against defendant in a daily news paper of Punya Nagari which is circulated in Mumbai state and same was published by the plaintiff in Punya Nagari a daily news paper dated 04.12.2025 but defendant did not appear, hence defendant has placed ex-parte on 12.01.2026 and case was posted for evidence of plaintiff.

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7. On the base of plaint, the following points that have arisen for my consideration.

- Point No.1 :** Whether the plaintiff proves that defendant has executed registered sale deed bearing document No.10983/2023-24 dated: 22-03-2024 in respect of suit property in his name by receiving earnest amount of Rs.30,00,000/- out of sale consideration amount of Rs.35,25,000/- in the presence of witnesses ?
- Point No.2 :** Whether the plaintiff proves that he is ready to perform his part of contract ?
- Point No.3 :** Whether the plaintiff proves that suit is well within the time ?
- Point No.4:** Whether the plaintiff is entitled the relief as sought in the plaint?
- Point No.5 :** What order or decree ?

8. Heard arguments of the learned counsel for the plaintiff. Perused the case papers.

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9. In order to prove the points, the plaintiff examined himself as PW-1 and got marked documents and three witnesses are examined as PW-2 to 4 and closed his side evidence.

10. My answer to the above points are as under:

Point No.1 to 4 : In the affirmative.

Point No.5 : As per final order

for the following:

R E A S O N S

11. Point No.1 to 4 : since these points are interlinked to each other, hence, these points are taken together for common discussion to avoid the repetition of facts.

12. In order to prove these points, the plaintiff examined himself as PW-1 by filing examination in chief affidavit wherein he has reiterated the contents of plaint averments. To substantiate his oral evidence, he has produced the following documents ;

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Ex.P-1 is the computerized RTC extract bearing R.S.No.286*/* measuring 13 acres 36 guntas of land out of it 3 acres of land is standing in the name of defendant. It is for the year 2023-2024.

Ex.P-2 is the computerized RTC extract bearing R.S.No.286*/3 measuring 3 acres of land is standing in the name of defendant. It is for the year 2024-25.

Ex-P-3 is the registered agreement of sale deed bearing document No.10983/2023-24 dated: 22-03-2024.

Ex.P-4 is the legal notice dated: 04-03-2025.

Ex.P-5 is the postal receipt.

Ex.P-6 is the legal notice dated: 18-03-2025.

Ex.P-7 is the postal receipts .

Ex.P-8 is the legal notice dated: 04-03-2025.

Ex.P-8(a) is the postal cover.

Ex.P-9 is the legal notice dated: 18-03-2025.

Ex.P-9(a) is the postal cover.

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13. Further one person by name Yallappa S/o Mallappa examined as PW-2 by filing examination in chief affidavit wherein he stated evidence in support to PW-1.

14. Further another one person by name Bhimaray S/o Sanjeevappa examined as PW-3 by filing examination in chief affidavit wherein he stated evidence in support to PW-1. Further another one person by name Bussanna S/o Tippanna examined as PW-4 by filing examination in chief affidavit wherein he stated evidence in support to PW-1.

15. Further evidence of the PW-1 to 4 and documents are not challenged by the defendant by appearing.

16. Perused the Ex.P-1 and 2, suffice that defendant is an original owner and in possessor of the suit land bearing RS.No.286*/3 measuring 3 acres of land. Further perused the Ex.P-3 it reveals that defendant

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had executed registered agreement of sale deed in respect of suit land in favor of plaintiff by receiving earnest amount of Rs.30,00,000/- out of sale consideration amount of Rs.35,25,000/- in the presence of witnesses on 22-03-2024. Further PW-2 to 4 are the attested witnesses of the Ex-P-3 i.e agreement of registered sale deed. Further PW-2 to 4 have stated evidence that defendant had executed registered agreement of sale deed in the name of plaintiff in their presence by receiving earnest amount of Rs.30,00,000/- out of sale consideration amount of Rs. 35,25,000/- on 22-03-2024. Further evidence of PW-1 to 4 and documents are suffice that defendant had executed a registered agreement of sale deed in the name of plaintiff by receiving Rs.30,00,000/- as earnest amount out of sale consideration amount of Rs.35,25,000/-. Further defendant had failed to perform her part of contract, thereafter plaintiff has

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issued legal notices as per Ex.P-4, 6, 8 and 9 by demanding her execution of sale deed in his name by receiving remaining sale consideration amount of Rs.5, 25,000/-. Further Ex.P-4, 6, 8 and 9 suffice that notices were issued by mentioning the correct address of the defendant, hence it is presumed that it was properly served notice against the defendant, hence the contents of Ex.P-4, 6, 8 and 9 are binding against her i.e., defendant. Further Ex.P-4, 6, 8 and 9 suffice that plaintiff is ready to perform his part of contract. Further Ex.P-4, 6, 8 and 9 suffice that defendant is not ready to perform her part of contract. Further as per Ex.P-3, major portion of sale consideration amount of Rs.30,00,000/- paid by the plaintiff in favor of defendant. Further perused the Ex.P-3, it reveals that time limit has been fixed by the plaintiff and defendant for completion of sale deed is 1 year. Further Ex.P-4, 6, 8 and 9 suffice that counsel for the plaintiff had issued

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legal notice against defendant on 04.03.2025 and 18.03.2025 respectively. Further plaintiff has filed a suit on 25-04-2025 and same was registered on 28-04-2025. So these documents suffice that a suit filed by the plaintiff is well within the time. Further Ex.P-3 suffice that defendant has executed registered sale deed bearing document No.10983/2023-24 dated: 22-03-2024 in respect of suit property in the name of plaintiff by receiving earnest amount of Rs.30,00,000/- out of sale consideration amount of Rs.35,25,000/- in the presence of PW-2 to 4 and it was registered, so it has presumptive value in the eyes of law. The defendant had executed registered agreement of sale deed without possession in the name of plaintiff as per Ex.P-3. Further evidence of the PW-2 to 4 and Ex.P-1 to 9 are corroborated and strengthen with an evidence of PW-1. Further there is no evidence placed by the defendant by appearing to discard the evidence of PW-

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1 to 4 and documents, hence evidence of the PW-1 to 4 and documents are admissable **as per section 15 of the Bharatiya Sakshya Adhiniyam, 2023**. Thus PW-1 has proved and established that defendant had executed registered agreement of sale deed bearing document No.10983/2023-24 dated: 22-03-2024 in respect of suit property in the name of plaintiff by receiving earnest amount of Rs.30,00,000/- out of sale consideration amount of Rs.35,25,000/- in the presence of PW-2 to 4. Thus, consideration of evidence of PW1 to 4 and documents, this court has come to conclusion that plaintiff has discharged the burden proof **as per section 104 of the Bharatiya Sakshya Adhiniyam, 2023**. Thus, he is entitled the relief as sought in the plaint. Accordingly, on the above said reasons, this court answers the points No.1 to 4 in the affirmative.

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17. Point No.5: In view of the reasons stated in the point No.1 to 4 this court proceeds to pass the following;

ORDER

Suit of the plaintiff is hereby
decreed with cost.

Defendant is hereby directed to
execute the registered sale deed in
respect of suit property in the name
of plaintiff by receiving remaining
sale consideration amount of
Rs.5,25,000/- within a period of 3
months.

If the defendant has failed to
execute registered sale deed in favor
of plaintiff then he will execute it
through by appointing court

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commissioner in accordance with
law.

Pending interim applications if
any, stands disposed of.

Draw decree accordingly.

(Typed by me on the laptop, corrected by me and then pronounced in the open court
this the 2nd day of June - 2026)

(Balasaheb Wadavade)
Sr.Civil Judge & CJM,
Yadgir.

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**A N N E X U R E****The List of witnesses examined on behalf of Plaintiff:**

- PW-1 : Habib S/o Khaja Husain.
PW-2 : Yallappa S/o Mallappa.
PW-3 : Bheemaraya S/o Sanjeevappa.
PW-4 : Bussanna S/o Tippanna.

The List of Documents Exhibited on behalf of plaintiff:

- Ex.P-1 & 2 : Computerized RTC extract.
Ex.P-3 : Registered agreement of sale deed.
Ex.P-3(a) to (d) : Signature of PW1.
Ex.P-3(e) to (g) : Signature of defendant.
Ex.P-3(h) : Signature of PW4.
Ex.P-4 : Legal notice.
Ex.P-5 : Postal receipt.
Ex.P-6 : Legal notice.
Ex.P-7 : Postal receipt.
Ex.P-8 : Legal notice.
Ex.P-8(a) : Postal cover
Ex.P-9 : Legal notice.
Ex.P-9(a) : Postal cover

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The List of witnesses examined on behalf of Defendant:

Nil.

Th List of Documents Exhibited on behalf of Defendant:

Nil.

(Balasaheb Wadavade)
Sr.Civil Judge & CJM,
Yadgir