

KAYG210024222023



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

Present: **Smt.Hema Pastapur, B.A., LL.B.**
Senior Civil Judge and JMFC, Shahapur.

O.S.No.170/2023

Dated this 04th day of July - 2026

Plaintiff:- Basavaraj S/o Shivrajappa Aspalli,
Age: 45 years, Occ: Agriculture,
R/o: Devinagar, Shahapur,
Tq: Shahapur, Dist: Yadgir.

(By Sri. S.V.K. Advocate)

Versus

Defendant:- Mohammed Ismail S/o Munnavar
Sab Mirajdar (Mehtari),
Age: 78 years, Occ: Agriculture,
R/o: Sagar village, Tq: Shahapur,
Dist: Yadgir.

(Exparte)

Nature of the suit : Specific Performance of Contract and Perpetual Injunction

Date of institution of the suit : 29.11.2023

Date of commencement of evidence : 08.12.2025

Date of closing of evidence : 15.12.2025

Date of disposal : 04.07.2026

Total duration	Year/s	Month/s	Day/s
	02	07	05

Suit schedule property is as under :-

Land bearing Sy.No.287/1A
measuring 02 acres 06 guntas,
situated at Sagar village, Tq:
Shahapur, Dist: Yadgir, bounded by:-

East : Land Sy.No.285

West : Land Sy.No.288/1

North : Roja to Daryapur road

South : Land Sy.No.287

JUDGMENT

That, the plaintiff filed the present suit for Specific Performance of Contract and Perpetual injunction.

Factual matrix of the case are as under :-

1. That, the plaintiff and defendant are well acquainted with each other since long time. That, the defendant is the owner and possessor of suit land and for his legal necessity had agreed to sell the suit property to the plaintiff for a valuable sale consideration of Rs.6,91,000/-. That, the plaintiff had agreed for the said offer and on 31.07.2023 had paid the entire sale consideration amount to the defendant and the defendant had delivered the actual possession of the suit property to him and had executed the sale deed. That, the defendant assured that after obtaining the signatures of his daughter Smt. Aabida Begum, he will get register the document and the plaintiff and the witnesses under bonafide impression that the said Aabida Begum will come and mark her signature on the said sale deed have waited for long time in the Sub-Registrar office, Shahapur but, she failed to visit the said office.

2. That, the plaintiff on several times though, had requested the defendant for registering the sale deed in his favour but, he went on dogging the matter on one or other pretext. That, the plaintiff on 06.10.2023 had issued the legal notice to the defendant, but, the defendant intentionally sent back the RPAD with false endorsement. That, the plaintiff on 07.11.2023 had personally requested the defendant for executing the registered sale deed in his favour but, he flatly refused for the same. Hence, the plaintiff has knocked the doors of justice.

3. That, on suit summons being served, the defendant has remained absent and he is placed as *exparte*.

4. That, I have heard the arguments and perused the materials placed on record. That, the following points arise for My consideration and determination :-

1. Whether the plaintiff has proved that, the defendant had agreed to sell the suit

property to him for a valuable sale consideration of Rs.6,91,000/- and on 31.07.2023 had received from him the said entire consideration amount and executed the unregistered sale deed in his favour and delivered the actual possession of the suit property to him ?

2. Whether the plaintiff has further proved that, he has always been ready and willing to perform his part of contract ?
3. Whether the plaintiff is entitled for the relief of specific performance of contract ?
4. What order or decree ?

5. That, the plaintiff to demonstrate his aforesaid contentions has deposed himself as PW-1 and got marked the documents at Exs.P1 to 12. That, the plaintiff to strengthen his contentions has got

examined one Shri Hanamanth S/o Ramachandra Gudagunti as PW2 and closed his side.

6. That, My answer to the aforesaid 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

7. Point No.1 :- It is specific case of the plaintiff that, the defendant is the absolute owner and possessor of the suit land and for his legal necessity had agreed to sell the said property to him for a valuable sale consideration amount of Rs.6,91,000/- and for which he agreed and on 31.07.2023 had paid him the said entire consideration amount and the defendant had executed the unregistered sale deed in his favour and delivered the actual possession of the suit property to him. That, the plaintiff in his chief affidavit has

reiterated the said facts and got marked the documents at Exs.P1 to 9. That, the Ex.P3 is the RTC pertaining to the suit land for the relevant year 2023-24, wherein the name of the defendant is reflecting as the owner and possessor. That, the Ex.P3 is the certified copy of Settlement Aakarband. That, the Ex.P4 is the Transaction receipt and the Ex.P5 is Document summary pertaining to the suit property. That, the Ex.P6 is the certified copy of Sale deed and the Ex.P7 is the Annexure – II. That, the Ex.P8 is the copy of Namune – 15, from which it appears that the name of the defendant is appearing in respect of the suit property.

8. That, the Ex.P1 is the Original sale deed dated: 31.07.2023. That, from the recitals of the said document it appears that the defendant had agreed to sell the suit property to the plaintiff for a valuable sale consideration of Rs.6,91,000/- and by receiving the said entire amount had executed the document. That,

the plaintiff has identified his signature on Ex.P1 and the same is marked at Ex.P1 (a). That, the plaintiff has identified the signature of the defendant on Ex.P1 and the same is marked at Ex.P1 (b). That, the plaintiff further identified the signatures of the Consenting witnesses and the Scribe and the same are marked at Exs.P1 (c) to (e).

9. That, the PW2 in his chief affidavit has deposed that the defendant for his legal necessity had sold the suit property to the plaintiff for a valuable sale consideration amount of Rs.6,91,000/- and from 31.07.2023 the plaintiff is in possession of the suit land and the defendant had affixed his signature on the document in his presence and also in the presence of witness by name Shri Amaresh Desai and thereafter, he and the said Amaresh Desai have marked their signatures.

10. That, from the pleadings of the plaintiff and from the oral and documentary evidence adduced by him it

clearly appears that the defendant had executed in his favour the Ex.P1 agreeing to the sell the suit land and had received from him the entire sale consideration amount of Rs.6,91,000/-. That, the oral and documentary evidence adduced by the plaintiff has remained unrebutted. That, there is no reason to disbelieve the contentions of the plaintiff. That, the plaintiff has successfully proved the execution of Ex.P1 by the defendant and also receiving the entire sale consideration Rs.6,91,000/-. Hence, without much discussion point No.1 is answered in the

AFFIRMATIVE.

11. Point No.2:- That, the plaintiff has specifically pleaded that on several times though, he had requested the defendant for registering the Ex.P1 but, he went on dogging the matter on one or other reason and for which he got issued the legal notice to him but, he sent the same with a false endorsement. That, the plaintiff to probabalise his aforesaid contentions has got marked

the documents at Exs.P1 to 12. That, the Ex.P10 is the Legal notice dated:- 06.07.2023, Ex.P11 is the RPAD cover and the Ex.P12 is the Postal receipt.

12. It is significant to note here that, in a suit for specific performance, the plaintiff must plead and prove that he was ready and willing to perform his part of contract right from the date of the contract up to the date of the filing of the suit. It is well established legal principle that “readiness” and “willingness” are matters that have to be proved substantially and not left to mere ceremony and form.

13. That, from the pleadings of the plaintiff and from the Exs.P10 to 12 it clearly appears that he has always been ready and willing to perform his part of contract. Hence, without much discussion point No.2 is answered in the **AFFIRMATIVE**.

14. Point No.3:- That, as discussed on point No.1 the plaintiff has proved the execution of Ex.P1 by the defendant and as discussed on point No.2 has proved

that he has always been ready and willing to perform his part of contract. Hence, the plaintiff is entitled for the relief of specific performance. Hence, point No.3 is answered in the **AFFIRMATIVE**.

15. Point No.4:- That, as discussed on points No.1 to 3, I proceed to pass the following :-

ORDER

That, the suit of the plaintiff is decreed with cost.

That, the defendant is hereby directed to get register the Ex.P1 within one month from the date of this order and if he fails to do so, then the plaintiff is at liberty to get register the same in accordance with law at the cost of the defendant.

That, draw the decree accordingly.

(Directly dictated to the stenographer, typed by him, corrected by me and then pronounced in the open Court on this 04th day of July -2026)

(Hema Pastapur)
Sr. Civil Judge and JMFC,
Shahapur.

ANNEXURE**List of witnesses examined on behalf of plaintiff:-**

PW-1 : Basavaraj S/o Shivarajappa Aspalli.

PW-2 : Hanmanth S/o Ramchandra
Gudagunti.

List of documents marked on behalf of plaintiff:-

Ex.P2 : RTC's.
and 9

Ex.P1 : Sale deed.

Ex.P1(a) : Signature of PW-1.

Ex.P1(b) : Signature of defendant.

Ex.P1(c) : Signature of attesting witness Shri
Amaresh S/o Rajashekhar Desai.

Ex.P1(d) : Signature of PW2.

Ex.P1(e) : Signature of Scribe – Shri Sharanappa
S. Bukishtgar.

Ex.P3 : Certified copy of Settlement Akarband.

Ex.P4 : Transaction receipt.

Ex.P5 : Document summary.

Ex.P6 : Certified copy of sale deed.

Ex.P7 : Annexure – II.

Ex.P8 : Namune – 15.

Ex.P10 : Legal notice.

Ex.P11 : RPAD.

Ex.P12 : Postal receipt.

List of witnesses examined on behalf of defendant:-

- NIL -

List of documents marked on behalf of defendant:-

- NIL -

**(Hema Pastapur)
Sr. Civil Judge and JMFC,
Shahapur.**