

IN THE COURT OF THE MUNSIFF, HARIPAD.
Present: Smt. Maneesha K Bhadran, Munsiff
Tuesday, 24th March, 2026/3rd Chaithram, 1948
OS 217/2024

(Filed on 22.07.2024)

Plaintiff: Padmakumar, aged 53 years,
S/o. Karthikeyan,
Kumminiyezhathu Veetil,
Pathiyoorkkala Muri, Pathiyoor Village.

(By Adv. R. Aravindakhsan)

Defendants: 1. Sreekumar , aged 56 years,
S/o Madhavan Pillai,
Kulangarethu Veetil,
Muthukulam South Muri,
Muthukulam Village.

2. Santhakumariyamma, aged 85 years,
W/o Madhavan Pillai. Kulangarethu Veetil,
Muthukulam South Muri,
Muthukulam Village

(D1 & D2 Exparte)

This suit having been finally heard on 24.03.2026 and the court on the same day passed the following:

J U D G M E N T

Suit for return of money.

2. **Plaint averments in brief are as follows:-** Plaintiff and defendants are acquaintances. First defendant is the son of second defendant. On 21.02.2021, first defendant borrowed Rs.10,00,000/- from plaintiff for his personal needs. In spite of repeated demands, defendants failed to repay the amount and they agreed to sell 10 cents of their property to plaintiff. Accordingly, on 20.05.2023, plaintiff and defendants entered

into an agreement for sale of 10 cents of property. Defendants agreed to execute the sale deed on or before 30.07.2023 and acknowledged the receipt of Rs.9,50,000/- as advance sale consideration. In the meantime, first defendant further borrowed Rs.4,00,000/- from plaintiff and plaintiff is retaining his right to realize the same by filing another suit. Defendants failed to perform their part of the agreement and execute sale deed as agreed. Plaintiff was always ready and willing to execute the sale deed upon payment of balance sale consideration. Defendants evaded the repeated requests of plaintiff to execute the sale deed. Defendants failed to repay Rs.10,00,000/- received from plaintiff. Plaintiff is entitled to realise Rs.10,00,000/- with 12% interest from defendants. Hence the suit.

3. Summons was served on defendants. They entered appearance but failed to file written statement and were set exparte.
4. Plaintiff was examined as PW1 and Exts.A1 to A3 were marked.
5. Heard the counsel for plaintiff.
6. Plaintiff filed proof affidavit, which is a replica of his pleadings. As defendants remained absent, there is no challenge to the averments in the proof affidavit. Ext.A1 dated 20.05.2023 establishes the agreement for sale of 10 cents of property between defendants and plaintiff as claimed by plaintiff. Ext.A2 is the draft sale deed dated 31.05.2024. Ext.A3 is the pass book of Account No.4373 of Pathiyookkala Service Co-operative Bank Ltd, of plaintiff and his wife. Plaintiff claims that defendants failed to perform their part though he approached defendants several times for the fulfillment of the agreement. In light of

the above unchallenged evidence, I am satisfied that defendants failed to perform their part of the agreement which was the reason for non registration of the sale deed in favour of the plaintiff after accepting balance sale consideration. As a corollary plaintiff is entitled to refuse to accept the delivery of the property thereafter. So, plaintiff is entitled to get a decree for realization of advance amount paid by him with 12% interest and costs. As Rs.9,50,000/- is paid as advance sale consideration, plaintiff is entitled for a charge for the advance sale consideration paid over 10 cents of property of defendants comprised in Ext.A1.

In the result, the suit is decreed as follows:

1. The defendants are directed to pay to plaintiff an amount of Rs.10,00,000/-(Rupees ten lakhs only) with interest @ 12% per annum from 22.07.2024 till the date of decree and thereafter with interest @ 6% per annum from the date of decree till realization.
2. Plaintiff is entitled for a charge for Rs.9,50,000/- (Rupees nine lakhs fifty thousand only) paid as advance sale consideration over the property comprised in Ext.A1 for the above said amount.
3. Defendants are also directed pay costs of the proceedings to plaintiff.

(Dictated to the Confidential Assistant, corrected and pronounced by me in open court, on this 21st day of March 2026)

Sd/-

MUNSIFF
Maneesha.K.Bhadran

APPENDIX:

Witness examined for the Plaintiff

PW1	17.03.2026	Padmakumar. K
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Exhibits for the Plaintiff

A1	20.05.2023	Agreement for sale of property
A2	31.05.2024	Draft sale deed.
A3	-	Pass Book of Account No. 4373 of Pathiyoorkala Service Co- operative Bank Ltd.

Id/-
Munsiff