

IN THE COURT OF THE MUNSIFF, HARIPAD.
Present: Smt. Maneesha K Bhadran, Munsiff
Saturday, 21st March, 2026/30th Phalgunam, 1947
OS. No.399/2025

(Filed on 19.11.2025)

Plaintiff:-

Sunitha Nandan, Aged 55 years,
W/o Nanda Kumar,
Thiruvathirayil,
Cheruthana South Muri,
Cheruthana Village.

By Adv. B. Sivaprasad.

Defendant:-

Ambily, Aged 46 years,
W/o Sivaprasad, M.K,
Sreeparvathiyil,
Thulamparambu Vadakkum Muri,
Haripad Village, Karunalayil Veettil,
Karuvatta South muri, Kumarapuram Village.

Exparte

This suit having been finally heard on 12.03.2026 and the court on the 21.03.2026 delivered the following:

J U D G M E N T

Suit for realisation of advance money.

2. **Plaint averments in brief are as follows:-** Defendant and her husband are the co-owners in joint possession and enjoyment of 6 ares of property comprised in resurvey No.60/1 of Haripad Village with residential building therein as per Sale deed No.35/2017 of Haripad SRO. On 21.07.2025, plaintiff and defendant entered into an agreement for sale of the above property for a total sale consideration of Rs.15,00,000/-. On 21.07.2025 Rs.3,00,000/- was paid to defendant by plaintiff as advance sale consideration. Plaintiff thereafter called upon defendant to execute the sale deed as she was ready with the balance sale consideration, which went

unheeded. Plaintiff was always ready and willing to execute the sale deed upon payment of balance sale consideration. In the meanwhile, defendant encumbered the above property to others and received exorbitant amounts as loan and litigation are pending against defendant attaching the above property. Thereafter plaintiff issued lawyer's notice dated 07.11.2025 demanding return of advance amount. Defendant failed to return the advance sale consideration obtained from plaintiff. Plaintiff is entitled to realise Rs.3,00,000/- paid as advance sale consideration, Rs.50,000/- as damages with interest and costs from defendant. Hence the suit.

3. Summons was served on defendant. She failed to enter appearance and was set exparte.
4. Plaintiff was examined as PW1 and Exts.A1 to A5 were marked.
5. Heard the counsel for plaintiff.
6. Plaintiff filed proof affidavit, which is a replica of her pleadings. As defendant remained absent, there is no challenge to the averments in the proof affidavit. Ext.A1 is the Sale agreement dated 21.07.2025 executed by defendant in favour of plaintiff. Ext.A2 is the copy of Sale deed No.35/2017 of Haripad SRO. Ext.A3 is the lawyer's notice dated 07.11.2025 demanding the advance amount. Ext.A4 is the postal receipt. Ext.A5 is the acknowledgment card. I find no reason to disbelieve the evidence of PW1 that she suffered pain and suffering on account of the non-execution of sale deed and is entitled for damages to the tune of Rs.50,000/-. On perusal of the plaint, proof affidavit and documents produced, I am of the view that plaintiff has established her case and plaintiff is entitled to realize an amount of ₹3,59,000/- with interest from the defendant. Defendant is directed to pay interest at the rate of 12% per annum from the date of suit till the date of

decree and 6% from the date of decree till the date payment or realization, as the case may be, to the plaintiff. As Rs.3,00,000/- is paid as advance sale consideration, plaintiff is entitled for a charge for the advance sale consideration paid over 6 ares of property with residential building comprised in resurvey No.60/1 in Block No.8 of Haripad Village. Considering the facts and circumstances of the case as plaintiff is entitled for a decree, she is also entitled for the costs of the proceedings from the defendant.

In the result, suit is decreed as follows:

1. Defendant shall pay ₹3,59,000/- (Rupees three lakhs fifty nine thousand only) along with interest @ 12% per annum from the date of suit till the date of decree and 6% from the date of decree till payment or realization, as the case may be, to the plaintiff.
2. Plaintiff is entitled for a charge over 6 ares of property of defendant comprised in resurvey No.60/1 in block No.8 of Haripad Village with residential building for Rs.3,00,000/- (Rupees three lakhs only) paid as advance sale consideration.
3. Plaintiff is also entitled to realize the costs of the suit from the defendant.

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

Sd/-
Maneesha K Bhadran
Munsiff

APPENDIX:

Witness for the Plaintiff

PW1	12.03.2026	Sunitha Nandan
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Exhibits for Plaintiff

A1	21.07.2025	Sale agreement.
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A2	07.01.2017	Copy of Sale deed No. 35/2017 of Haripad SRO.
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A3	07.11.2025	Lawyers Notice.
A4	07.11.2025	Postal receipts
A5		Postal acknowledgment card

Id/-
Munsiff