

IN THE COURT OF MUNSIFF, MUVATTUPUZHA

Present:- Smt. Niveditha M.A, Munsiff

Friday, the 15th day of December, 2023/24th Agrahayana 1945

O.S No. 258/2023

Plaintiff : Bobby Kuriakose, aged 51 years, S/o Kuriakose and residing at Edathala House, Kakkoor Kara, Thirumarady Village, Muvattupuzha Taluk – 686662.

By Advocates : A.C Thomas Adhikaram and Diana Varghese

Defendant: Aboobaker Sidheeque.K.M, aged about 49 years, W/o Muhammed and residing at Kuttikattuchalil House, Vazhappiilly Kara, Velloorkunnom Village, Muvattupuzha Taluk – 686669.

Exparte

This suit coming on for hearing on 06.12.2023 and the court on 15.12.2023 delivered the following :-

JUDGMENT

Suit for specific performance.

2. The gist of plaint averments: - On 06-12-2022 the defendant entered into an agreement No.4556/2022 of Muvattupuzha SRO for sale of his property, which he obtained as per settlement deed No.1804/2021 of

Muvattupuzha S.R.O, which is scheduled in the plaint, with the plaintiff for a total sale consideration of Rs.10,00,000/- (Rupees Ten Lakhs only). The plaintiff agreed to purchase the plaint schedule property on or before 05-03-2023. On the date of agreement itself the plaintiff has paid Rs.6,00,000/- (Rupees Six Lakhs only) to the defendant as advance sale consideration and the balance sale consideration is agreed to be paid at the time of execution of the sale deed. Thereafter on 10-02-2022 he paid Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand only) to the defendant towards balance sale consideration as demanded by the defendant. On 31-02-2023 the defendant approached the plaintiff and sought time for measurement of the plaint schedule property and also for entrusting Encumbrance certificate, R.O.R certificate and up to date tax receipt. At that time the plaintiff informed the defendant that he is ready with the balance sale consideration and demanded to execute sale deed in respect of the plaint schedule property, at the earliest. Thereafter the defendant did not turn up and was not ready to execute the sale deed. The plaintiff prepared a

draft of sale deed also. Moreover on 06-03-2023 plaintiff was present before the SRO Muvattupuzha and ready and willing to purchase the property as per the agreement. But the defendant failed to perform his part of the contract. In spite of repeated demands the defendant failed to receive the balance sale consideration and to execute the sale deed in favour of the plaintiff. The plaintiff has applied several times to the defendant specifically to perform the agreement, but the defendant has not done so. The plaintiff has been and is still ready and willing to specifically perform the agreement on his part of which the defendant has had notice. In spite of repeated demands the defendant is not prepared to convey the property to the plaintiff as agreed. The defendant is under a legal obligation to execute sale deed in favour of the plaintiff as agreed in the agreement. On 31-01-2023 the plaintiff reliably came to know that the defendant is taking hasty steps to alienate the plaint schedule property to third parties immediately in order to avoid execution of sale deed in favour of him. Hence the suit for specific performance.

3. Summons was served on defendant. He entered appearance, but did not file written statement and was set exparte.

4. From the side of plaintiff, PW1 was examined and Exts.A1 to A7 were marked.

5. Heard the learned counsel for plaintiff.

6. Plaint averments are reiterated in the proof affidavit. Ext.A1 is the agreement No.4556/2022 dated 06.12.2022 of Muvattupuzha S.R.O executed between the plaintiff and the defendant. Ext.A2 is the True copy of Settlement Deed No. 1804/2021 of Muvattupuzha S.R.O. Ext A3 is the True copy of Tax Receipt KL07071404184/2021 dated 25-06-2021. Ext A4 is the true copy of possession certificate dated 25.06.2021. Ext A5 is the true copy of Aadhaar card of the defendant. Ext A6 is the attested copy of relevant page of data bank on plaint schedule property. And Ext A7 is the draft sale deed dated 06.03.2023. The unchallenged oral and documentary evidence are sufficient to grant a decree in favour of plaintiff. The apprehension of plaintiff is well founded and

in the absence of any denial evidence, I am satisfied that plaintiff is entitled for a decree.

In the result, suit is decreed with costs as follows:

1. The defendant is directed to specifically perform the agreement No.4556/2022 of SRO Muvattupuzha dated 06-12-2022 by executing necessary deed transferring his right in the palint schedule property in favour of the plaintiff and to do all necessary acts to put the plaintiff in full possession of the plaint schedule property.
2. Considering the facts and circumstances of the case the plaintiff is entitled to get the costs of the suit from the defendant.

(Typed, corrected and pronounced by me in open court on this 15th day of December 2023)

**Sd/-
Niveditha M.A
Munsiff**

Appendix:

Plaintiff's Exhibits:

- | | | |
|----|------------|-----------------------------------|
| A1 | 06.12.2022 | Original Agreement |
| A2 | 17.06.2021 | Certified copy of Settlement Deed |

of SRO Muvattupuzha.

- A3 25.06.2021 Tax receipt from Village Office
Veloorkkunnam.
- A4 25.06.2021 Possession Certificate from Village
Office Veloorkkunnam.
- A5 Certified copy of Adhar
No.728980076206.
- A6 Data Bank page 209 of 268 from
Krishi Bhavan Muvattupuzha.
- A7 06.03.2023 Copy of Sale Deed SRO
Muvattupuzha.

Defendant's Exhibits: Nil

Court Exhibits : Nil

Plaintiff's Witnesses:

PW1 06.12.2023 Bobby Kuriakose

Defendants Witnesses: Nil

**Id/-
Munsiff**

//True copy//

Typed by : SAA
Comp by :

Munsiff

O.S No. 258/2023
Judgment
Dated : 15.12.2023