

**IN THE COURT OF THE MUNSIF, KOLLAM**

**Present : Smt. Ragi.S., Principal Munsiff**

On Wednesday, the 1<sup>st</sup> day of April, 2026/11<sup>th</sup> day of Chaithra, 1948.

**OS. No. 439/2024**

Between

Plaintiff: -

Shiny, aged 43 years,  
D/o Abdul Rasheed, residing at  
Fousia Manzil, Nedumpana P.O,  
Nedumpana Village, Kollam Taluk,  
Kollam District.

By Adv. Jiju Babu.S.

And

Defendants:-

1. Sharafudeen, aged 47 years,  
S/o Shamsudeen, residing at  
Naalppangal Puthen Veedu,  
Nedumpana P.O., Nedumpana Village,  
Kollam Taluk, Kollam District.
2. Nisa, aged 42 years,  
W/o Sharafudeen, residing at  
Naalppangal Puthen Veedu,  
Nedumpana P.O., Nedumpana Village,  
Kollam Taluk, Kollam District.

This suit filed by the Plaintiff u/s. 26 Order VII Rule 1 of the Code of Civil Procedure for Realisation of Money. This suit is coming on for final hearing before me on 27-03-2026 and the court on 01-04-2026 delivered the following:-

## **JUDGMENT**

Suit for realization of money.

2. **The plaint averments, in brief are as follows:-** Defendants are the absolute owners in possession of the property, having an extent of 6.95 ares in resurvey No. 140/18-2 (old survey Nos. 5892, 5893), in block No. 21 of Nedumpana Village, as per Sale Deed No. 2485/2009 of Kannanalloor SRO. Mutation is effected in the name of defendants under Thandapper No. 872 of Nedumpana Village. The defendants agreed to sell the plaint schedule property having an extent of 4.5 ares for Rs. 95,000/- per cent to the plaintiff. Therefore, the plaintiff paid Rs. 1,00,000/- in advance on 20.11.2023 by executing an agreement for sale. The period fixed for performance of the agreement was six months. As per the agreement, the defendants agreed to convey an encumbrance free marketable title of the property to the plaintiff. On 19/05/2024, the plaintiff informed the defendants that she had the entire balance sale amount and was ready to pay, but the defendants asked for more time. Although she initially trusted them, she later discovered that they had agreed to sell the property to someone else for a higher price.

3. The plaintiff was ready and willing to perform her part of the agreement under the terms and conditions stipulated in the agreement for sale. However, the defendants are not willing to perform their part in the agreement. On 05/06/2024 a legal notice was issued to the defendant by the plaintiff and communicate her readiness and willingness to perform her part in respect of the aforesaid sale

agreement which was duly received by the defendants. However, the defendants were not ready. The plaintiff is entitled to realize an amount of Rs. 1,04,500/- (Rupees One Lakh Four Thousand and Five Hundred only) along with Rs. 25,000/- (Rupees Twenty Five Thousand only) towards the compensation received by the defendants as part of advance sale consideration with interests at 9% per annum from the date of agreement till date of realisation. Hence, this suit.

4. The defendants remained exparte.

5. From the side of the plaintiffs, PW1 and PW2 were examined and Exts. A1 to A3 documents were marked.

6. Now the points that arise for consideration are as follows:-

1. Whether the plaintiff is entitled to realise the suit amount from the defendant as sought for?

2. Reliefs and costs?

7. Heard the learned counsel for the plaintiff.

8. **Point No.1** :- According to PW1, as per Ext.A1 agreement for sale dated 20/11/2023 the plaintiff is agreed with the defendants to purchase the plaint schedule property within six months from the date of agreement. As such the plaintiff given Rs. 1,00,000/- on 20/11/2023 to the defendants towards part payment of sale consideration. Ext.A2, office copy of legal notice dated 06/06/2024 Ext.A3, postal receipt would prove the plaint claim. There is no evidence before the court even to presume that the defendants repaid the part payment of sale consideration to the

plaintiff after Ext.A2, notice. The evidence of PW1, and Exts.A1 to A3 would substantiate the plaint claim. There is no contra evidence to prove otherwise. Thus, it can be concluded that the plaintiff is entitled to realize an amount of Rs.1,00,000/- with 9% interests per annum from the defendants. No evidence before the court for awarding compensation of Rs. 25,000/- infavour of the plaintiff. Thus, Point No.1 is answered accordingly, infavour of the plaintiff.

9. **Point No. 2:-** The plaintiff was constrained to sue for the amount that is legally due to him. Hence, there is no reason to deviate from the rule “costs shall follow the event”. This point is also answered infavour of the plaintiff.

In the result, the suit is decreed in part as follows:-

The plaintiff is entitled to realise an amount of Rs. 1,04,500/- (Rupees One Lakh Four Thousand and Five Hundred only) together with interest at the rate of 9% per annum from the date of suit till the date of decree and at the rate of 6% per annum from the date of decree till realisation, from the defendants and their assets, with costs.

(Dictated to the CA, transcribed, typed by her and corrected by me and pronounced by me in the open court on this the 1<sup>st</sup> day of April, 2026)

Sd/-  
Ragi.S.,  
Principal Munsiff.

**Appendix:-**

**Exhibits marked from the side of the Plaintiff:-**

A1	20-11-2023	Agreement for sale
A2	06-06-2024	Office copy of Legal Notice
A3	06-06-2024	Postal Receipt

**Exhibits marked from the side of the Defendants:- Nil**

**Witness Examined from the side of the Plaintiff :-**

PW1	16-12-2025	Shiny.A.
PW2	27-03-2026	Kurshida

**Witness Examined from the side of the Defendants:- Nil**

Id/-  
Principal Munsiff.

// True Copy//

Sd/-  
Ragi.S.,  
Principal Munsiff.

Typed by : Marybindu. C.  
Compared by : Sandhya.S.