

IN THE COURT OF THE MUNSIFF, KANJIRAPPALLY.
Present : Smt. Smitha Susan Mathew, Munsiff

Friday 13th day of June 2025
23rd day of Jaishtha 1947

O.S 97/2024

Plaintiff:-

Midhun M.P., Aged 26 Years, S/o Manoj,
Panthiruvellil House, Propose P.O.,
Erumely South Village, Kanjirappally Taluk,
Kottayam District.

**By Adv. K.R. Shaji, Adv. Namitha Shaji,
& Adv. Reni Joseph.**

Defendant:-

Shihabdheen T.K., Aged 51 Years, S/o
Kassim Sayyed Muhammed, Thannimoottil
House, Erumely P.O., Erumely South Village,
Kanjirappally Taluk, Kottayam District, Pin 686 509.

Exparte.

The suit having been finally heard on 02.06.2025 and the court on 13.06.2025 delivered the following:-

J U D G M E N T

Suit for realization of money from the defendant based on the sale agreement.

2. **The plaint averments in brief, are as, follows:-** Plaintiff and defendant entered into a contract on 07.10.2023 for which the defendant agreed to sell plaintiff schedule property having an extent of 4.05 ares comprised in resurvey Nos.164/1/25, block No.27 of Erumeli South village to the plaintiff for an amount of Rs.1,46,000/- per cent within one month. Accordingly plaintiff paid Rs.10,000/- as advance amount to the defendant. Plaintiff has arranged a purchase loan through SBI, Erumeli branch and approached the defendant. But the defendant demanded more time to execute the sale deed and assured that he will execute the sale deed within 13-02-2024 and entered into another agreement on 13-11-2023 and received Rs.2,00,000/-. Thereafter, defendant demanded Rs.1,60,000/- per cent and the plaintiff agreed the same and on 24-02-2024 they were entered into another agreement, agreeing to sell the property within one month. The original of the agreements are produced before SBI, Erumeli. When the plaintiff approached the bank they informed that there was another liability over the property. Plaintiff is always ready and willing to purchase the property, but the defendant did not turn up. Hence the suit to realise the advance amount of Rs.2,10,000/- with 10% interest per annum.

3. Summons served to defendant. He did not appear before the court and he is set exparte. Plaintiff filed proof affidavit. He is examined as PW1 and Exts.A1 to A4 were marked.

4. Plaintiff is examined as PW1. He produced, Ext.A1 certified copy of sale deed in respect of plaint schedule property. Ext A2 land tax receipt issued from Erumeli South Village. Ext A3 sale agreement executed between plaintiff and defendant on 07.10.2023. Ext A4 sale agreement executed between plaintiff and defendant on 24.02.2024. Defendant could not rebut the evidence produced by the plaintiff. Hence the court is of the view that the plaintiff is entitled for a decree for recovery of money.

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

- 1 The plaintiff is entitled to realize ₹2,10,000/- (Rupees Two lakh Ten Thousand only) as on the date of suit. He is also entitled to get interest @ 10% per annum on ₹2,10,000/- from the date of suit till the date of decree and thereafter 6% interest per annum from the date of decree till realization of the amount, from the defendant and his assets.
2. The plaintiff is also entitled to realize the costs of the suit from the defendant.

Dictated to the Confidential Assistant, typed by her corrected by me and pronounced in open court on this the 13th day of June, 2025.

Sd/-

SMITHA SUSAN MATHEW
MUNSIFF

APPENDIX :-**Exhibits marked for the plaintiff:-**

A1	14.06.2023	Certified copy of Sale deed No. 1254/2023.
A2	04.10.2023	Copy of Tax receipt Thandaper No. 5564 issued from Erumely South Village.
A3	07.10.2023	Sale agreement executed between Midhun M.P., Plaintiff & Shihabudheen T.K. defendant in this suit.
A4	24.02.2024	Sale agreement executed between Midhun M.P., Plaintiff & Shihabudheen T.K. defendant in this suit.

Exhibits marked for the defendant:- Nil**Court Exhibits:-** Nil**Third party Exhibits:-** Nil**Witness Examined for the Plaintiff:-**

PW1 10.03.2025 Midhun M.P.

Witness Examined for the defendants:-NilId/-
MUNSIFF

//True copy //

Typed By : Sheeba C.N.
Compd. By : Jayamol V.M.

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