

IN THE COURT OF THE MUNSIFF OF CHITTUR

Present :- Sri. Raphael.E.V., Munsiff, Chittur
Monday the 26th day of June, 2023
5th day of Ashada, 1945 S.E.

ORIGINAL SUIT No: 167/2022

Bhamini, aged 60 years, : Plaintiff
W/o.Gangadharan, Cherukodu Kalam,
Kizhakkethara Amsom and Desom,
Nenmeni Post, Kollengode No.I Village,
Chittur Taluk, Pin-678506

Vs.

Ismail, aged 53 years, : Defendant
S/o.Mayankutti, Arab Manzil,
Vellanara, Kollengode Post,
Kollengode No.I Village,
Chittur Taluk, Pin-678506

This suit coming on this day for hearing before me in the presence of Sri.K.Mohandas and Smt.Chithra.N, Advocates for the plaintiff and of defendant called absent set exparte and the court delivered the following:-

J U D G M E N T

Suit for specific performance of contract.

2. Plaint averments in brief are as follows :- The plaint schedule property is obtained by the defendant as per the assignment deed bearing No.1515/2016 of

S.R.O.Kollengode. The plaintiff and the defendant entered into an agreement on 19-9-2018 by virtue of document bearing No.1692/2018 of S.R.O.Kollengode and plaintiff is willing to purchase the plaint schedule property for a total sale consideration of Rs.6,50,000/- and the plaintiff paid an advance amount of Rs.3,00,000/-. The period fixed for the registration of the sale deed in favour of the plaintiff is 6 months. The plaintiff is ever ready and willing to perform his part of the contract. The defendant is willfully evading to perform his part of the contract. The plaintiff extended the period of agreement for another 11 months from 1-3-2019. The defendant is not willing to register the same. Hence the suit.

3. The defendant entered appearance but failed to file written statement within the statutory period. Hence the defendant was called absent and set exparte.

4. To prove the case of the plaintiff, PW1 filed affidavit in lieu of her chief-examination and produced Ext.A1 to A4. No contra evidence tendered and hence proof affidavit is accepted and marked as Exts.A1 to A4. The affidavit along with the documentary evidence proved the case of the plaintiff.

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

- (1) The defendant is directed to execute and register the sale deed
in respect of the plaint schedule property in favour of the plaintiff
after receiving the balance sale consideration, within 1 month

failing which to execute and register the sale deed through court
in respect of the plaint schedule property in favour of the plaintiff
on the strength of the agreement.

- (2) The plaintiff is entitled to realize the costs of the suit from the
defendant.

Dictated to the Confidential Assistant, transcribed by him, corrected and
pronounced by me in open court on this the 26th day of June, 2023.

Munsiff

Plaintiff's Witness Examined:

PW1 : Bhamini.S

Plaintiff's Exhibits:

A1 19-09-2018 : Sale agreement deed No.1692/2018 of SRO Kollengode
entered in to Ismail and Bhamini
A2 17-03-2022 : Copy of Lawyer Notice sent by Advocate K.Mohandas
A3 17-03-2022 : Receipt
A4 19-03-2022 : Acknowledgement Card

Defendant's Witness and Exhibits : Nil

Court Witness and Exhibits: Nil

Munsiff

Fair / Copy of Judgment in
O.S.No.167/2022
Dated : 26/06/2023
