

IN THE COURT OF THE MUNSIFF OF CHITTUR

Present :- Sri. Raphael.E.V., Munsiff, Chittur
Friday the 10th day of June, 2022
20th day of Jyaishta, 1944 S.E.

ORIGINAL SUIT No: 434/2017

Rajan Nair, aged 70 years, : Plaintiff
S/o.Vasudevan Nair, Geethanjali,
Thittamangalam, Vattiyoorkavu Post,
Thiruvananthapuram

Vs.

Krishnankutty, aged about 55 years, : Defendant
S/o.Late.Ramankutty,
Near Sivan Kovil,
Puthankulam, Nemmara Post,
Palakkad District

This suit is coming on this day for hearing before me in the presence of Sri.K.Girish Menon, advocate for the plaintiff and defendant called absent set exparte and the court delivered the following:-

J U D G M E N T

Suit for return of advance amount.

2. Plaint averments in brief are as follows :- The plaintiff and defendant had entered into an agreement with the defendant on 4-6-2015 with regard to the property

comprised in Sy.No.167/6 in Block No.54 with an extent of 22.50 cents. On the basis of the agreement, the plaintiff had agreed to purchase the property for a total sale consideration of Rs.1,41,00,000/- (Rupees One core Forty one lakhs only). As an advance amount the plaintiff issued a cheque for Rs.5,00,000/-. The plaintiff has to make the payment of balance sale consideration within 17-08-2015. Plaintiff is ready and willing to perform his part of contract, but the defendant had intentionally betrayed the plaintiff by committing default of the above agreement. The sale was not taken place and the defendant was not even shown the courtesy to return the advance amount. The plaintiff issued notice to the defendant demanding execution and registration of the sale deed. On receiving the notice, the defendant did not turned up. From the attitude of the defendant, the plaintiff felt that they are evading performance somehow. The plaintiff apprehends that even if the sale deed of the plaint schedule property is executed and registered in his favour, he will not get the property free from all encumbrances and charges. Hence the plaintiff is relinquishing his right to get the property assigned in his favour and is filing the suit only for return of the advance amount of Rs.5,00,000/- with interest at the rate of 12% per annum from the defendant. Hence the suit for realization of advance amount.

4. On receipt of summons the defendant entered appearance, and defendant filed written statement denying the averments in the plaint. But when the case was taken for

evidence, the counsel for the defendant reported no instruction for defendant. Hence the defendant was called absent and set exparte.

5. To prove the case of the plaintiff, PW1 filed affidavit in lieu of his chief-examination and document produced was marked as Ext.A1 to A3. No contra evidence tendered. The unchallenged evidence of PW1 and document marked as Ext A1 to A3 are accepted. 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 pay an amount Rs.5,00,000/- with interest at the rate of 12 % per annum from the date of decree and future interest @ 6% per annum till its realization from the date of decree.
- (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 10th day of June, 2022.

Munsiff

Plaintiff's Witness Examined :

PW1 : Rajan Nair

Plaintiff's Exhibits:

A1	04-06-2015	:	Sale Agreement entered between the R.Krishnankutty and Rajan Nair
A2	04-07-2017	:	Lawyer Notice sent by Advocate M.G.Krishna Kumar
A2(a)		:	Postal Receipt
A3	10-07-2017	:	Reply Notice sent by Advocate V.Mani

Defendant's Witness and Exhibits: Nil

Court Witness and Exhibits : Nil

Munsiff

Typed by : Sreela.K.S
Compared by : Santhosh.C

Fair / Copy of Judgment in
O.S.No. 434/2017
Dated : 10/06/2022
