

IN THE COURT OF THE MUNSIFF OF CHITTUR

Present :- Smt.Shiny.M.S., Munsiff, Chittur

Monday the 16th day of June, 2025

26th day of Jyaishta, 1947 S.E.

ORIGINAL SUIT NO. 434/2017

Rajan Nair, aged 70 years, S/o.Vasudevan Nair, : Plaintiff
Geethanjali, Thathamangalam, 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 the defendant called absent and 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 defendant obtained plaintiff schedule property by virtue of document No.167/6, Block No.54. The plaintiff and defendant entered into an agreement on 04-06-2015 for the purchase of

plaint schedule property for an amount of Rs.4,41,00,000/-. The plaintiff paid an advance amount of Rs.5,00,000/- on the date of execution of the agreement. The period fixed for the registration of the sale deed in favour of the plaintiff with in 17.08.2015, after obtaining balance sale consideration from the plaintiff. The plaintiff contacted the defendant within the above stipulated period for registration of the sale deed, the defendant evaded to register the document in favour of the plaintiff. The defendant is deliberately prolonging the registration of the same. On 04-07-2017, Plaintiff sent lawyer notice to the defendant for return back the advance amount. Hence the suit.

3. Defendant appeared and filed written statement. The main contentions of the defendant in the written statement in brief are as follows :- The defendant denied all the averments in the plaint. All the averments regarding the transaction and cause of action are incorrect. The defendant actually entered with an agreement with the plaintiff for alienation of his property for meeting the financial needs of the defendant. The defendant arranged all documents for execution of the sale deed. But the plaintiff failed to perform his part of the contract. The plaintiff did not approach the defendant with balance sale consideration and the plaintiff insisted to executed the sale deed first and thereafter collect the balance sale consideration. That demand was not accepted. Hence the execution of sale deed was not taken place due to the

default of the plaintiff. The time stipulated as per the agreement is 17.08.2015. Plaintiff failed to take any steps till 04.07.2017. Due to the non performance of the contract, heavy loss was caused to the defendant. He could not meet the fund for expenses of the marriage of this daughter and for the delivery expenses and customary rights and ceremonies of elder daughter. Above all he had entered into a rent agreement for taking the rented house after performing the agreement stated in the plaint with one Muraleedharan for which one lakh rupees was given as advance. Thus he suffered great loss and damages. On the following averments based upon the above said averments the following issues were framed:-

1) Is the plaintiff is entitled for the return of advance amount with interest as claimed by ?

2) Relief and costs ?

The counsel for the defendant reported no instruction from the defendant. Hence the defendant was called absent and set exparte.

4. To prove the case of the plaintiff, PW1 filed affidavit in lieu of his chief-examination and document produced was marked as Ext.A1, A2 Series and A3. No contra evidence tendered. The unchallenged evidence of PW1 and document marked as Ext.A1, A2 Series and 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.6,45,000/- with interest at the rate of 12 % per annum from the date of suit 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 defendants.

Dictated to the Confidential Assistant, transcribed by her, corrected and pronounced by me in open court on this the 16th day of June, 2025.

Sd/-
Munsiff.

Plaintiff's Witness Examined :

PW1 : Rajan Nair

Plaintiff's Exhibits :

- A1 04.06.2015 : Sale Agreement entered into between the Plaintiff and Defendant
- A2 04.07.2017 : Copy of lawyer notice send by Advocate M.G.Krishna Kumar to the defendant.
- A2(a) : Postal Receipt.
- A3 10.07.2017 : Reply notice send by Advocate V.Mani to Adv. M.G.Krishnakumar.

Defendants Witness and Exhibits : Nil

Sd/-
Munsiff

//True Copy//

Munsiff

Fair / Copy of Judgment in
O.S.No.434/2017
Dated : 16.06.2025
