

IN THE COURT OF THE MUNSIFF OF ALATHUR
Present:- Sri.Bigu.K.G., Munsiff, Alathur

Thursday, 15th day of December, 2022
(24th day of Agrahayana, 1944 S.E)

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ORIGINAL SUIT No.242/2019

Vinod, aged 34 years, Electrician, Velayudhan, Residing at
Mattuvazhiyil, Karappotta, Kannambra amsom desom,
Alathur Taluk. } Plaintiff

Vs.

Bhavadasan, aged 60 years, Agriculture, S/o Andu,
Residing at Keezha Veettiparambu Veedu, Puthucode
amsom desom, Alathur Taluk. } Defendant

This suit is coming on 7th day of December, 2022 for final hearing before me in the presence of Sri.K.Subramanian, Advocate for the Plaintiff and defendant was called, absent; set exparte and having stood over to this day for consideration and this Court delivered the following.

J U D G M E N T

Suit for recovery of money.

2. Plaintiff averments in short are as follows :-

Plaint schedule properties belonged to the defendant by virtue of verumpattom assignment deed No.1309/2005 of SRO, Vadakkencherry. On 11.09.2018 the plaintiff and defendant entered into a sale agreement pertaining to

the plaint schedule property for a total consideration of ₹ 28,04,000/- and the same was registered as document No.2290/2018 before the SRO, Vadakkencherry. The tenure of the agreement was fixed till 30.03.2019. As per terms of the agreement the defendant has to execute the sale deed after receiving the balance sale consideration on or before the stipulated period. Plaintiff has submitted that he has given a total amount of ₹ 6,29,000/- towards the sale consideration. Plaintiff was always ready and willing to perform his part of contract. Thereafter, on 21.06.2019 defendant sent lawyer notice in favour of the plaintiff stating that he has cancelled the sale agreement since the plaintiff violated the term of the agreement. The plaintiff accepted the notice and sent reply on 28.06.2019 stating the true facts. After accepting reply notice defendant failed to comply the terms of the sale agreement. Hence the suit.

3. Counsel for the defendant reported no instruction. Therefore, the defendant called absent and set ex-parte. Plaintiff was examined as PW1 and exhibits A1 to A3 series were marked. Plaintiff filed proof affidavit in support of his averments in the plaint. Exhibit A1 is the sale agreement between plaintiff and the defendant. Exhibit A2 is the lawyer notice issued by the defendant in favour of the plaintiff. Exhibit A3 series are the copy of lawyer notice and postal receipt. The unchallenged testimony of PW1 coupled with exhibits A1 to A3 documents proved the case of the plaintiff. Hence I find that the relief sought in the plaint has to be allowed.

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

1. Defendant shall pay an amount of ₹ 6,79,660/- (Rupees six lakh seventy nine thousand six hundred and sixty only) with interest at the rate of 9 percent per annum to the plaintiff personally and out of the assets of the defendant from the date of the suit till the date of decree and thereafter at the rate

of 6 percent per annum till realisation.

2. The defendant shall pay costs of the suit to the plaintiff.

Dictated to Confidential Assistant, transcribed and typed by him, corrected and pronounced by me in open court this the 15th day of December, 2022.

Munsiff

APPENDIX:-

Plaintiff's Witness Examined :-

PW1 : Vinod

Plaintiff's Exhibits Marked :-

A1 11.09.2018 : Sale deed No.2290/2018 of SRO.,
Vadakkencherry, entered into between
Bhavadas.A as 1st party and Vindod as 2nd party.

A2 21.06.2019 : Lawyer notice sent by Sri.P.Vijayaraghavan,
Advocate in the name of Vinod.

A3 27.06.2019 : Lawyer notice sent by Sri. K.Subramanian,
Advocate in the name of Sri.P.Vijayaraghavan,
Advocate.

A3(a) : Postal receipt.

Defendants Witness & Exhibits :- NIL

Court Witness and Exhibits :- NIL

Munsiff

Fair/Copy of Judgment

in O.S.242/2019

Dated : 15.12.2022