

IN THE COURT OF THE MUNSIFF OF CHAVAKKAD

PRESENT:- Dr. Aswathy Asok., Munsiff

Tuesday, the 31<sup>st</sup> day of March, 2026/ 10<sup>th</sup> Chaithram , 1948 SE

O.S.124/2026

Plaintiff:-

Nishad, Aged 47 Yrs, S/o Panakkaparambil Sidhardhan, Vadanappilly Village and Desom, Thrithallur West P.O., Chavakkad Taluk  
PIN 680 619 Represented by Power of Attorney Holder Sidhardhan, Aged 82 Yrs, S/o Pankkaparambil Velandi, Vadanappilly Village and Desom, Thrithallur West P.O., Chavakkad Taluk .

(By Adv. T.B. Chandrababu)

Defendant:-

Sandra, Aged 26 Yrs, D/o Panakkaparambil Manoj, Vadanappilly Village and Desom, Thrithallur West P.O., Chavakkad Taluk  
PIN 680 619

(Exparte)

This suit is coming on 26/03/2026 for hearing, the court delivered the following:-

J U D G M E N T

Suit for return of advance amount.

**2. The plaint averments, in brief, are as follows:-** The plaint schedule property having an extent of 10 cents comprised in survey no.33/4 of Vadanappally Village, belongs to the defendant by virtue of document no.977/2004 of Vadanapally, SRO. On 25.03.2024, the plaintiff and defendant entered into a contract for sale with respect to the plaint schedule property for a sale consideration of Rs.1,30,000/- (One lakh thirty thousand rupees only) per cent. The advanced amount of Rs.3,60,000/-

(Three lakhs sixty thousand rupees only) was paid towards the sale consideration on the same date. The duration of sale agreement was fixed as three months from the date of agreement. The period of agreement was terminated on 25.06.2024. When the plaintiff demanded the defendant to perform the part of contract she evaded the demand with one or other reasons. By understanding the intention of the defendant, that she is not willing to perform her part of the agreement, the plaintiff issued registered lawyer notice for return of advance amount. Due to the breach of contract by the defendant, the plaintiff has sustained a huge loss. Hence, the suit for the return of the advance amount.

3. Though summons was served on the defendant, she remained absent and was set ex-parte.

4. On the side of the plaintiff, PW1 was examined, and Exts.A1 to A3 were marked.

5. Heard the plaintiff and perused the documents.

6. The plaintiff seeks for return of advance amount based on Ext.A1 sale agreement. To prove the case of the plaintiff, the power of attorney holder of the plaintiff was examined as PW1. In the affidavit filed in lieu of examination in chief, he reiterated the entire contentions put forward in the plaint. The entire evidence of the plaintiff remained unchallenged. The evidence of PW1 coupled with Ext.A1 proves the case of the plaintiff. Hence, the plaintiff is entitled to the decree as prayed for.

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

1. *The plaintiff is entitled to realise a sum of Rs.3,60,000/- (Three lakh sixty thousand rupees only) with interest at the rate of 12% per annum from 25.03.2024 till the date of realisation from the defendant and her assets and also charged on the plaint schedule property.*
2. *The plaintiff is entitled for the costs of the suit.*

(Pronounced by me in Open Court this the 31<sup>st</sup> day of March, 2026.)

Sd/-  
Dr. Aswathy Asok  
Munsiff, Chavakkad.

### A P P E N D I X

Plaintiff's Witnesses:-

PW1            -26/03/2026    - P.V. Sidhardhan

Plaintiff's Exhibits:-

A1	-25/03/2024	- Sale Agreement
A2(series)	-----	- Copy of lawyer notice, Postal receipts., A/D Cards
A3	-21/10/1998	- Power of Attorney No. 174/1998 of SRO

Vadanappilly

Other Exhibits & Witnesses: - Nil

Id/-  
Munsiff, Chavakkad.

/// True Copy ///

Judgment OS 124/2026  
dt 31.3.2026