

IN THE COURT OF THE MUNSIFF-MAGISTRATE, SULTHANBATHERY

Present: Smt.Gale Joy Chettupuzha, Munsiff-Magistrate

Monday, the 24th day of February, 2025
5th day of Phalguna – 1946

ORIGINAL SUIT No.116/2024

Abdul Rahman M.K., S/o.Kunhambdulla, aged 66 years, Ammamkulam House, Poomala Post, Manichira, Sulthanbathery Village and Taluk, Wayanad - 673592.	}	Plaintiff
	V/s.	

Sharafudheen, S/o.Hamsa, aged 46 years, Thanikkadan House, Chuliyode Post, Nenmeni Village, Sulthanbathery Taluk, Wayanad District - 673592.	}	Defendant
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This original suit is coming on 18th day of February, 2025 for final hearing before me in the presence of Sri.T.P.Ealias and Smt.Anusree, Advocates for plaintiff and defendant name called absent, set exparte and having stood over for consideration to this day the court delivered the following:-

JUDGMENT

Suit is for realisation of money.

2. Plaint averments in brief are as follows:- The plaint schedule property is owned and possessed by the defendant. In this context, the defendant agreed to sell the aforesaid property to the plaintiff for a sale consideration of

₹5,25,000/-. An agreement was entered into and executed on 23.06.2022, in the presence of mediators. The defendant received an advance of ₹4,25,000/- from the plaintiff, which was witnessed by others.

3. As per the terms of the agreement, the balance sale consideration of ₹1,00,000/- was to be paid on or before 07.08.2022. Upon receipt of the remaining sale consideration, the defendant was obligated to execute the sale deed in favour of the plaintiff or his nominee. The plaintiff has always been ready and willing to pay the balance consideration and complete the registration of the plaint schedule property in his name. However, the defendant willfully and intentionally avoided executing the sale deed despite repeated demands. The plaintiff was always prepared to fulfill his part of the agreement within the time frame stipulated in the agreement.

4. Consequently, the plaintiff sent a registered legal notice to the defendant on 30.12.2023. Although the defendant accepted the notice on 05.01.2024, he neither complied with the demands nor responded to the legal notice. Due to the defendant's breach of contract, the plaintiff has suffered significant loss and hardship. Therefore, the plaintiff seeks a direction for the return of the advance amount of ₹4,25,000/- along with 12% interest. Hence, this suit is instituted for the return of the advance money.

5. Even though summons was served to the defendant, he did not appear before the court. Hence the suit proceeded to be heard ex parte. Plaintiff was examined as PW1. Exts.A1 to A4 were marked. Ext. A1 is the agreement executed between the defendant and the plaintiff, dated 23.06.2022. Ext. A2 is the title deed dated 30.08.2019. Ext. A3 is the Legal notice dated 30.12.2023. Ext. A4 is the postal acknowledgment card.

6. Heard the counsel for the plaintiff and perused records.

7. Suit is for return of advance money. PW1 reiterated the plaint claim in his affidavit filed in lieu of examination in chief. The evidence adduced by the plaintiff is unrebutted. There is nothing on record to disbelieve the case of the plaintiff.

8. On perusing the pleadings and considering the evidence adduced by PW1, I am satisfied that plaintiff is entitled for the relief as prayed for. Hence the suit is decreed as follows:-

- (1) Defendant is directed to pay a sum of ₹5,27,200/- (Rupees Five Lakhs Twenty Seven thousand and two hundred only) with interest at the rate of 12 % per annum from the date of the suit till the date of decree and thereafter at the rate of 6% per annum from the date of decree till its realization.**
- (2) Plaintiff is also entitled for the costs of proceedings.**

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court this the 24th day of February, 2025)

MUNSIFF-MAGISTRATE

Appendix:

Plaintiff's Witness:

PW1 - 14.02.2025 - Abdul Rahiman.

Plaintiff's Exhibits:

A1 - 09.06.2022 - Agreement.
A2 - 30.08.2019 - Title Deed.
A3 - 30.12.2023 - Copy of legal notice.
A4 - 05.01.2024 - Postal Acknowledgment card.

Defendant's Witness and Exhibits : Nil.

Sd/-
MUNSIFF-MAGISTRATE

Typed by : Haseena K A.
Compared by : Girija T.N.

