

IN THE COURT OF THE MUNSIFF, THODUPUZHA**Present:- Smt. Nimisha Arun, Munsiff****Tuesday, the 2nd day of December, 2025/ 11th day of Agrahayana, 1947.****OS.175/2025****Plaintiff:-**

Shafi Moulavi, aged 42 years, S/o. Abdul Kareem,
Chakkiyanikunnei (H), Keetila Kara, Velliyamattom Village,
Thodupuzha Taluk.

By Advs. Muhammed Abbas M.I. and Ahamed Amin

Defendant:-

Saleema, W/o. Moosa, aged about 38 years,
Vazhamattathil (H), Keetila Kara, Velliyamattom Village,
Thodupuzha Taluk.

No Vakkalath (Defendant exparte)

This suit is filed under Section 26 Order VII Rule 1 of the CPC and coming on for final hearing before me on 02.12.2025 in the presence of the above counsel and the Court on the same day delivered the following:-

J U D G M E N T

The suit is for recovery of money.

2. Plaintiff averments, in brief, is as follows:-

The defendant is the owner of the Plaintiff schedule property. On 31/03/2023, the plaintiff entered into an agreement with the defendant for purchasing the Plaintiff schedule property. Out of the total sale consideration of ₹5,00,000/-, the plaintiff paid an advance sale consideration of ₹2,00,000/- to the defendant on the day of agreement itself. As per the agreement, the sale deed will be executed on or before 30/11/2023. The plaintiff was present in the SRO, Arakkulam for executing the sale deed on 29/11/2023, but

the defendant was not ready to execute the sale deed. Several times, the plaintiff requested the defendant with the balance amount, but the defendant is not ready to receive the amount and to execute the sale deed. On 10/12/23, 30/03/24, 03/08/24, 12/12/24, 30/03/25 and 18/08/25, the plaintiff requested the defendant to return the advance sale consideration, but the defendant did not return the same. Hence the plaintiff is entitled to recover ₹2,00,000/- with 9% interest per annum from 31/03/2023. Hence the suit.

3. Despite the receipt of summons, the defendant neither appeared before the Court nor contested the matter. Thereby, the suit proceeded against the defendant *ex parte*.

4. Following issues were settled for determination.

1. Whether the defendant is liable to pay an amount of ₹2,43,500/- to the plaintiff?
2. If so, what shall be the rate of interest?
3. Reliefs and costs?

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

6. Heard the counsel for the plaintiff.

7. Issue Nos.1 and 2:-

PW1, Muhammed Shafi, the plaintiff gave evidence in tune with the plaint averments. According to him, the defendant is the owner of the Plaint schedule property. On 31/03/2023, the plaintiff entered into an agreement with the defendant for purchasing the Plaint schedule property. Out of the total sale consideration of ₹5,00,000/-, the plaintiff paid an advance sale consideration of ₹2,00,000/- to the defendant on the day of agreement itself. As per the agreement, the sale deed will be executed on or before 30/11/2023. The plaintiff was present in the SRO, Arakkulam for executing the sale deed on 29/11/2023, but the defendant was not

ready to execute the sale deed. Several times, the plaintiff approached the defendant with the balance amount, but the defendant is not ready to receive the amount and to execute the sale deed. On 10/12/23, 30/03/24, 03/08/24, 12/12/24, 30/03/25 and 18/08/25, the plaintiff requested the defendant to return the advance sale consideration, but the defendant did not return the same. Hence the plaintiff is entitled to recover ₹2,00,000/- with 9% interest per annum from 31/03/2023. Since the name of the plaintiff is found different in the plaint and proof affidavit, plaintiff has produced Exts.A2 and A3, one and the same certificate issued by the ward member and Village office, Velliyamattom respectively showing that 'Shafi Moulavi' and 'Muhammed Shafi' are the names of the plaintiff himself.

8. Ext.A1 is the agreement dated 31/03/23 entered between the plaintiff and the defendant with respect to the purchase of Plaint schedule property. Payment of advance sale consideration of ₹2,00,000/- to the defendant by the plaintiff is evident from Ext.A1. As per the terms of Ext.A1 agreement, the sale deed will be executed within 8 months from the date of agreement ie., on or before 30/11/2023. According to PW1, the sale was not affected due to the fault of the defendant. The unchallenged evidence of PW1 coupled with Ext.A1 proved the liability of the defendant and cause of action for the suit. The plaintiff has sought interest at the rate of 9% per annum. Though the plaintiff has contended that he has made a request for the return of advance sale consideration, nothing has been produced by the plaintiff to prove his demand. No notice has been produced by the plaintiff to show that he has demanded for the return of advance sale consideration. Thereby the plaintiff is not entitled to an interest prior to the filing of the suit. However he is entitled to an interest at a rate of 6% from the date of the suit till the date of recovery. Accordingly, issue Nos.1

and 2 are found in favour of the plaintiff.

9. Issue No.3:-

In the light of findings in issue Nos.1 and 2, the suit is decreed with costs as follows:-

The defendant shall pay an amount of ₹2,00,000/- (Rupees Two Lakhs only) to the plaintiff with 6% interest per annum from the date of the suit till the date of realization of the said sum and shall also pay the costs of the suit.

(Dictated to the Confidential Assistant, transcribed and typed by him, corrected and pronounced by me in the open Court on this the 2nd day of December, 2025).

**Sd/-
NIMISHA ARUN
MUNSIFF**

APPENDIX :

Plaintiff's Exhibits:-

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|----|------------|--|
| A1 | 31.03.2023 | Sale agreement between plaintiff and defendant
Proved by PW1 |
| A2 | 30.10.2025 | Certified letter received from Kabeer Kasim XIV th
Ward member, Njaralampuzha |
| A3 | 02.12.2025 | One and the same certificate No.98581365 issued to
Muhammed Shafi from Velliyamattom Village Office |

Defendant's Exhibits:- Nil

Court Exhibits:- Nil

Plaintiff's Witnesses:-

PW1 27.10.2025 Muhammed Shafi

Defendant's Witnesses:- Nil

Court Witnesses :- Nil

**Id/-
MUNSIFF**