

KABR610024542023



**IN THE COURT OF PRL CIVIL JUDGE & J.M.F.C.,
NELAMANGALA**

DATED THIS THE 28th DAY OF JULY-2026

**SMT. POOJA SHETTI, B.A., LL.B (Hons)
Prl. Civil Judge & J.M.F.C.,
Nelamangala.**

EX. 12/2023

Decree Holder :: 1. Smt. Jayamma,
W/o Gangaiah,
Aged about 68 years,
R/o Huriyappanapalya Village,
Narayanapura Hamlet Village,
Sompura Hobli,
Nelamangala Taluk,
Bengaluru Rural District.

(By Sri. A.S., Advocate for DHR)

-vs-

Judgment Debtor :: 1. Narasarajappa,
S/o late Beesegowda,
Since dead by his Lrs.

1(a). Smt. Gowramma,
W/o late Narasarajappa,
Aged about 73 years,

1(b) Smt. Lalitha,
D/o late Narasarajappa,
W/o Kantharaju,
R/o Arthi Village,
Solur Hobli,
Magadi Taluk,
Ramanagar District.

- 1(c) Sri. Hanumantharayappa,
S/o late Narasarajappa,
Aged about 44 years,
R/o Narayanapura,
Sompura Hobli,
Nelamangala Taluk,
Bengaluru Rural District.
2. Smt. S.J. Savithri,
D/o N.R. Janardhana Rao,
No.612, 4th Extension,
5th Main, Rajajinagara,
Bengaluru – 10.

**(By Sri. C.R.V., Advocate for JDR 1(a) and
(b) and JDR 2 exparte)**

I.A. NO. 2

APPLICANT	:	Jayamma
-V/S-		
OPPONENTS	:	Narasarajappa dead represented by Lrs and others.

ORDER IA NO.2

This is an application filed by DHR under Section 28(1) of Specific Relief Act read with Section 151 of CPC, with prayer to extend further period for enforcement of decree.

2. It is the submission of the applicant that he has purchased property bearing Survey No. 43 measuring 2 acres 25 guntas situated at Narayanapura Village within the jurisdiction of this court and he purchased the property as per agreement to sell executed by JDR No. 1, which he executed after receiving sale consideration amount of Rs.12,000/- on

12.09.1993 and it is the DHR who is in possession of execution petition schedule property.

3. Further according to applicant, the legal heirs of JDR No. 1 has agreed to execute sale deed as per compromise petition entered into in OS No.253/1993 and delivered the possession as per agreement to sell and it is the DHR who is in possession of suit schedule property. However, they failed to execute sale deed.

4. Further according to DHR, he was unable to file execution petition as another suit was pending for disposal in OS No. 155/1998 and as DHR was suffering from carcinoma stomach pain and he was discharged recently from hospital on 19.05.2022. Hence prays to allow the application and to extend time for Execution of compromise decree in OS No. 253/1993.

5. On the other hand, counsel for JDR No.2 filed objection and contented that it is the JDR who is in settled possession of suit schedule property and DHR has made false submission claiming that he is in possession of execution petition schedule property.

6. Further according to JDR No.2, even from the records of OS No. 253/1993, it is evident that it is the JDR who is in possession of execution petition schedule property.

7. Further according to JDR No.2, the compromise petition filed on 13.03.1998 in OS No. 253/1993 is also part of legal record in OS No. 253/1993. Hence, that compromise

petition itself is proof that DHR is making false submission before the court.

8. Further according to JDR, as Section 28(1) of specific relief Act does not provide for any extension of time for enforcement of decree and as it provides for the vendor to rescind the contract, if the purchaser does not pay, the purchase money within the period allowed, application needs to be rejected.

9. Heard both side counsel and perused materials available on record.

10. The points that arises for my consideration are;

1. Whether the application filed by the DHR under Sec.28(1) of Specific Relief Act R/W/Sec.151 of CPC is needs to be allowed?
2. What order?

11. My answers to above points are as follows;

Point No.1: In the negative.

Point No.2 : As per the final order,
for the following;

REASONS

12. **Point No.1** : In the present application, it is the submission of DHR that he has purchased property bearing Survey No. 43 measuring 2 acres 25 guntas situated at Narayanpura Village within the jurisdiction of this court and he purchased the property as per agreement to sell executed by JDR

No. 1, which he executed after receiving sale consideration amount of Rs.12,000/- on 12.09.1993 and it is the DHR who is in possession of execution petition schedule property.

13. Further according to applicant, the legal heirs of JDR No. 1 has agreed to execute sale deed as per compromise petition entered into in OS No.253/1993 and delivered the possession as per agreement to sell and it is the DHR who is in possession of suit schedule property. However, they failed to execute sale deed.

14. Further according to DHR, he was unable to file execution petition as another suit was pending for disposal in OS No. 155/1998 and as DHR was suffering from carcinoma stomach pain and he was discharged recently from hospital on 19.05.2022.

15. On the other hand, the counsel for the JDR No.2 contended that, it is the JDRs who are in possession of suit schedule property and section 28(1) Specific Relief Act does not provide for extention of time for execution of decree.

16. In order to get specific performance of an agreement to sell, it is for the plaintiff to prove his readiness and willingness throughout the agreement and not only during trial but also during execution of decree. However, in the present execution petition, though the compromise petition was filed on 07.03.1998 itself, DHR has filed present execution petition on 23.05.2023 and an application filed by Dhr under section 5 of Limitation Act is also pending for adjudication.

17. Further as rightly contended by counsel for JDR No.2, section 28(1) of Specific Relief Act deals with Rescission in

certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed, which reads as follows:

(1)Where in any suit a decree for specific performance of a contract for the sale or lease of immovable property has been made and the purchaser or lessee does not, within the period allowed by the decree or such further period as the court may allow, pay the purchase money or other sum which the court has ordered him to pay, the vendor or lessor may apply in the same suit in which the decree is made, to have the contract rescinded and on such application the court may, by order, rescind the contract either so far as regards the party in default or altogether, as the justice of the case may require.

18. Hence, as under section 28(1) of Specific Relief Act, there is no scope for extension of time for execution of decree, application being divide of merit, needs to be rejected. Hence I answered point No.1 in the Negative.

19. Point No.2 : In view of above observation I proceed to pass the following;

ORDER

The application filed by DHR under Sec. 28(1) of Specific Relief Act R/w Sec.151 of CPC is hereby rejected.

(The order dictated to the Stenographer directly on computer, transcribed and typed by her and corrected, signed and pronounced by me in the open court on this 28th day of July 2026)

(Smt. Pooja Shetti)
Prl. Civil Judge and JMFC
Nelamangala.