



IN THE COURT OF THE PRL. CIVIL JUDGE AND JMFC.,
AT MANDYA

Dated this the 7th day of AUGUST, 2026

:PRESENT:

SRI. SHIVAKUMARA G.J.,

B.A., L.L.B.

Prl. Civil Judge & J.M.F.C.,
Mandya.

OS No:531/2015

Plaintiff : **Sri. T.S.Harish,**
S/o T. Srinivas,
aged about 27 years,
R/at 9th Cross,
Bovi Colony,
Mandya City.

[By Sri. M.J.J., Advocate]

V/s

Defendants : **1. Sri. Doddakalaiah**
S/o Turuka Kondamma,
aged about 45 years,
2. Sri. Chikkakalaiah,
S/o Turuka Kondamma,
aged about 36 years,
3. Sri.Shankar,
S/o Turuka Kondamma,
aged about 34 years,
Both are R/at 7th Cross,
Bovi Colony,
Mandya City.

[D.1 and 2 By Sri.YHG., Adv.]

[D.3 By Sri.HMJ, Adv.]



Date of Institution of the suit : **22.06.2015**

Nature of the suit : **Specific Performance of Contract**

Date of the commencement of recording of the Evidence : **13.04.2016**

Date of closing of evidence : **27.10.2025**

Date of pronouncing of Judgment : **07.08.2026**

Total duration : Years Months Days
11 01 16

[SHIVAKUMARA.G.J]
Prl. Civil Judge & JMFC.,
Mandya

J U D G M E N T

The plaintiff has filed the suit for specific performance of agreement dated: **18.02.2012** against the defendants and for delivery of possession of suit schedule properties to the plaintiff.

2. The plaintiff described the suit properties at the schedule of the plaint and same is reproduced here under:

S C H E D U L E

All that piece and parcel of site an Asbestos sheet house bearing Municipal Khatha No.



D6/639/8141/3334/S.No.100, situated at Bovi Colony, Mandya City, measuring East-West 38 feet and North-South 18 feet bounded on:

East by : Road,

West by : House of Subbaiah,

North by : House of Nanjappa and

South by : Mangalore tiled house of Ravi

Hence forth for the sake of convenience the above described properties is called as suit properties.

3.THE BRIEF CASE OF THE PLAINTIFF IS AS UNDER:

According to the plaintiff, on **18.02.2012** he entered into agreement of sale to purchase the suit schedule property from Turaka Konnodamma for Rs.1,20,000/- by paying advance amount of Rs.1,00,000/-. As per the terms of the sale agreement, the Turaka Konnodamma has agreed to execute the registered sale deed after preparation of the necessary documents by supplying all the necessary title deeds and other documents to the plaintiff within 2 years. The plaintiff further submits that, after the execution of the said sale agreement dated 18.02.2012, as per the terms of the sale agreement, he (plaintiff) has approached the Turaka Konnodamma and also requested the Turaka Konnodamma to execute the



regular sale deed, but on 04.02.2014 the Turaka Konnodamma and defendant no.3 have demanded more money or otherwise to cancel the agreement seeks. accordingly fresh consideration amount was fixed an amount of Rs.2,20,000/-, thus, the extension registered agreement on 04.02.2014 by receiving an additional amount of Rs. 1,00,000/- from the plaintiff and also obtained the time of 2 years. After the extension of time the Turaka Konnodamma and defendant No.3 have not executed the registered sale deed in favour of plaintiff. But, the they have postponed the execution of the registered sale deed in favour of the plaintiff on one or the other pretext. The plaintiff has requested many times, to execute the registered sale deed, but, they have failed to perform their part of the contract as per the terms of the sale agreement. Despite receipt of the said oral demand, the defendants are did not come forward to execute the sale deed in favour of the plaintiff.

4. The plaintiff further submits that, he was and is ready to perform his part of the contract to get the sale deed



registered by paying full sale consideration, thus, on 03.06.2015 the plaintiff has issued the legal notice to the defendants for calling upon the defendants by executing the sale deed as per the terms and conditions of the agreement of sale deed dated 18.02.2012 and 04.02.2014. Further the plaintiff has pleaded that the Turaka konnodamma was died leaving the behind the defendants as her legal heirs. After the death of Turaka Kondamma the defendants have failed to perform their part of the contract. Hence, this suit. **By contending so, the plaintiff has prayed for judgment and decree as prayed for.**

5. After the presentation of the plaint, the suit was registered and the defendants were appeared before the Court and defendants have filed written statement. In the written statement defendants have contended that, the suit of the plaintiff is not maintainable either in law or facts of the case. These defendants further contended that, the plaintiff is a professional money lender, the plaintiff is doing money lending business without



obtaining lawful license, the defendants were in dire need of money in the month of June 2011 the defendant No.3 had borrowed loan of Rs.1,00,000/-. So at that time, the defendants approached the plaintiff to advance the loan amount of Rs.1,00,000/- as a loan. Thereafter, the plaintiff demanded the defendant No.3 for higher rate of interest of Rs.5%, on the demand of the plaintiff, for the purpose of loan security, they have executed one agreement of sale deed. But, the plaintiff has created the agreement of sale deed. The defendants further contended that, in the year of 2012 the suit property is valued more than ₹.20,00,000/-, but, the plaintiff was created the agreement of sale deed by showing the property is valued of ₹.2,20,000/-. **Hence, the defendants have prayed for dismissal of the suit.**

6. Besides, the record also shows that, the agreement of sale dated **18.02.2012 and 04.02.2014** were found to be sufficiently stamped and registered document.

7. To prove the case of the plaintiff, the plaintiff himself examined as PW-1 and four witness examined as PW-2 to



5 and produced 8 documents and got marked as Ex.P1 to 8. Per contra, the defendant No.3 himself examined as DW-1.

8. I have heard the arguments of both **plaintiff counsel Sri.M.J.J.** and also heard the arguments from the **defendant counsel Sri.B.K.S.**

9. In view of the evidence adduced by the plaintiff and defendants, the documents got marked by the plaintiff and defendants and now the following issues are arose for consideration:

ISSUES

- 1.** Whether the plaintiff proves that the mother of defendants and defendant No.3 have agreed to sell the suit schedule property for Rs. 1,20,000/- and executed agreement of sale dtd: 18.02.2012 by receiving Rs. 1,00,000/- in advance?



2. Whether plaintiff proves that he is ever ready and willing to perform his part of contract?
3. Whether the plaintiff is entitled for the relief of Specific performance?
4. Whether the plaintiff is entitled for the other reliefs as sought for?
5. What order or decree?

10. My findings on the above issues are as under:

Issue No.1 : In the **Affirmative**
Issue No.2 : In the **Affirmative**
Issue No.3 : In the **Affirmative**
Issue No.4 : In the **Affirmative**
Issue No.5 : As per the **final order**,
for the following:

REASONS

11. Issue No.1: To avoid the repetition of facts and circumstances and reasoning, I have taken up these two issues together. Because the proving of due execution of the agreement and also the burden of proving ready and willingness to perform his part of contract is upon the plaintiff. Hence, I have taken up both these issues together in this case.



12. It is the case of the Plaintiff that the Turaka Konnodamma is the owner of the suit property. The Plaintiff further submits that to meet her (Turaka Konnodamma) family necessities and to clear the other loans made by her, the Turaka Konnodamma agreed to sell the suit property for Rs.1,20,000/-, and accordingly, on 18.02.2012 the Turaka Konnodamma has received Rs.1,00,000/- as advance, and she has executed the registered agreement of sale dated 18.02.2012 in his (Plaintiff) favour. The Plaintiff further submits that the period stipulated for the performance of the contract is 2 years, and the Turaka Konnodamma had agreed to execute the registered and regular sale deed in terms of the agreement of sale, after collecting all the documents which are necessary for the registration and the Turaka Konnodamma also agreed to execute the sale deed either to the Plaintiff or to any person as per the wish or instruction of the Plaintiff. Further, the Plaintiff also states that the Turaka Konnodamma also agreed to receive the balance sale consideration of Rs.20,000/- at the time of registration of the sale deed. Further, the Plaintiff also



submits that after the execution of the agreement of sale and within the period stipulated for the performance of the contract, he (Plaintiff) has requested the Turaka Konnodamma on several occasions, to execute the regular sale deed in terms of the agreement of sale dated 18.02.2012, but on 04.02.2014 the Turaka Konnodamma and defendant No.3 have demanded more money or otherwise to cancel the agreement, accordingly fresh consideration amount was fixed an amount of Rs.2,20,000/-, thus, the extension registered agreement was written on 04.02.2014 by receiving an additional amount of Rs. 1,00,000/- from the plaintiff and also obtained the time of 2 years. Thus, they have seek time and also execute the extension registered agreement on 04.02.2014 by receiving an amount of Rs. 20,000/- from the plaintiff and also obtained the time of 2 years. But thereafter, the Turaka Konnodamma and Defendant No.3 have prolonged the matter on one pretext or the other. In the meanwhile the Turaka Konnodamma was died leaving behind the defendants as her legal heirs. On the other hand, the Defendants have filed his written statement



wherein they have admitted that they have received Rs.1,00,000/- from the Plaintiff as loan. But, it is the specific contention of the Defendants that they (Defendant No.3) were in need of money, hence, they have borrowed Rs.1,00,000/- from the Plaintiff and in that connection the Plaintiff has insisted the Defendants to execute the document. Further, the Defendants submits that the plaintiff got prepared a document on 18.02.2012. The Defendants further submits that according to the request of the Plaintiff, they (Defendants) who were under urgent necessity, they have signed the document without having any other option. Keeping in view the rival contentions raised by the parties, now, I proceed to discuss the evidence available on record.

13. The record shows that the Plaintiff namely Smt. T.S.Harisha has himself examined as PW.1. The PW.1 has filed his affidavit u/o 18 rule 4 CPC in lieu of his examination-in-chief, wherein he has reiterated the entire plaint averments. The PW.1 has been cross-examined, at length, by the Defendants. I feel, it is correct to peruse



the documents here itself before proceeding to discuss the cross-examination of Plaintiff/PW.1.

14. It must be noted that the original agreement of sale dated 18.02.2012 is produced by the Plaintiff and the same is marked as Ex-P1. Again I repeat, the execution of this Ex-P1 is disputed by the Defendants. Again I repeat, the contention of the Defendants that they did not have intention to sell the suit property, but, they were in dire need of money, hence, they have borrowed loan of Rs.1,00,000/- from the Plaintiff. Keeping in view the specific contention raised by the Defendants, I have carefully perused the recitals of this Ex-P1. But, it is relevant to note that in this Ex-P1 namely agreement of sale dated 18.02.2012 there is no indication that the Defendants have borrowed Rs.1,00,000/- from the Plaintiff. Further, this Ex-P1 does not contain any indication that the Defendants never have the intention of selling the suit property to the Plaintiff. Thus, the recitals available in Ex-P1 are not helpful to the Defendants.



15. Further, it is relevant to note that it is the specific contention of the Plaintiff that on 04.02.2014 the defendant No3 and Turaka Konnodamma have demanded more money or otherwise to cancel the agreement, accordingly fresh consideration amount was fixed an amount of Rs.2,20,000/- and towards extension of the period for performance of the contract. In other words, the Plaintiff says that after the execution of this agreement of sale dated 04.02.2014 the Defendants did not execute the sale deed, as agreed, hence, he (Plaintiff) got issued the legal notice calling upon the Defendants to execute the sale deed in terms of the agreement of sale dated 18.02.2012 and 04.02.2014. Further, the Plaintiff also submits that the said legal notice was duly served on the Defendant No.1, yet, the Defendants did not execute the sale deed, as agreed, they have prayed for extension of the period for the performance of the contract. The Plaintiff further submits that accordingly on 04.02.2014 the Defendants have received another sum of Rs.1,00,000/- from the Plaintiff, and executed the document towards extension of the period for



performance of the contract. On the other hand, the Defendants admits the execution of the said document. But, the plaintiff specifically alleges that they have enhanced the rate of the suit property in the year of 2014 hence they have approached the plaintiff with same understanding document was got obtained by the plaintiff, hence, they have executed the said document.

16. Further, the record shows that the Plaintiff has produced the document, which has nomenclature as "ಅವಧಿ ವಿಸ್ತಾರಣಾ ಕರಾರು ಪತ್ರ" dated:04.02.2014 and the same is marked as Ex-P3. It is profitable to say that in the written statement para no.10 he has specifically admitted the execution of this Ex-P1 by receiving an amount as hereunder

"At that time the plaintiff demanded this defendant to execute a nominal deed for the security of said loan amount and by forceable plaintiff has taken signatures from this defendant to some nominal deeds only for the



security of the loan advanced by the plaintiff"

" In this regard when the this defendant has paid interest of more than Rs.1,00,000/- and requested the plaintiff to give some more time to repay the principal amount".

17. Thus, it becomes clear that the Defendants have admitted the execution of Ex-P1 and P3. But, a careful reading of the Ex-P1 and 3 also makes it clear that there is no indication that the Defendants have only borrowed loan from the Plaintiff and in that connection this Ex-P1 has been executed by the Defendants infavour of the Plaintiff. On the other hand, a careful reading of the Ex-P3 makes it very clear that there is a clear recital to the effect that the Defendants have prayed for extension of time to perform their part of the contract, and accordingly that time was extended by mutual consent of the Plaintiff and Turaka Konnodamma and Defendant No.3. Further, it is important to note that in this Ex-P.3 there is a specific reference about the Ex-P1 and after making such a



specific reference about Ex-P1, the Defendants are quoted as praying for enhancement of consideration amount of Rs.2,20,000/- from Rs.1,20,000/- and extension of time to perform their part of the contract. Thus, in my humble opinion, the recitals available in Ex-P1 and P3 do not support the contention or specific defence set-up by the Defendants.

18. The next question would be, whether the Defendants can raise some contention which is contrary to the averments made in the registered document namely agreement of sale dated 18.02.2012 i.e., Ex-P1 and 04.02.2014 i.e., Ex.P3. It is well settled that the "oral evidence contrary to the written documents cannot be accepted". This view of this Court receives the supported by the law declared by the Hon'ble Apex Court in the decision reported in **AIR-2007-SC-Page 1441 in the case of Bhandari Constructions v/s Narayana Gopal Upadhe.** In view of the law declared in the aforesaid decision, it becomes clear that the Defendants cannot raise the contention, which is contrary to the averments



made in the said Ex-P1 and P3. Thus, in my humble opinion, the Defendants cannot give oral evidence against the averments made in the said Ex-P1 and P3. However, it is relevant to note that if the Defendants are able to elicit something from the mouth of his opponent namely Plaintiff and witnesses of the Plaintiff, then, that fact cannot be discarded as worth nothing. Thus, now, I proceed to discuss the oral evidence available on record.

19. Again I repeat, the Plaintiff has himself examined as PW.1. The PW.1 has filed her affidavit u/o 18 rule 4 CPC in lieu of his examination-in-chief, wherein she has reiterated the entire plaint averments. Now, I proceed to discuss the cross-examination of the PW.1. But, the record shows that except posing such suggestion, the Defendants have not made any other efforts to substantiate their allegation in this regard. Thus, in my view, this suggestion posed in the cross-examination of PW.1 cannot be accepted for want of corroboration. It is relevant to note that in the cross-examination of PW.1 nothing has been elicited to conclude that the Defendants



have borrowed Rs.1,00,000/- from the Plaintiff and in that connection and at the instance of the Plaintiff, the Defendants were forced to execute the agreement of sale.

20. The record shows that the Plaintiff has examined four witness are examined as PW.2 to 5. The record shows that the PW.2 is the attesting witness to the agreement of sale dated 18.02.2012 and 04.02.2014 namely Ex-P1 and P3. The PW.2 has also filed their affidavit u/o 18 rule 4 CPC containing his examination-in-chief, wherein he has reiterated the averments made in the plaint, and thereby they have supported the case of the Plaintiff. It must be noted that while conducting the cross-examination of this PW.2 the Defendants have made an effort to elicit something favorable to them, but, the Defendants were not successful in their attempt. Thus, a careful reading of the oral evidence of PW.1 and 2 makes it clear that the Defendants could not elicit anything from the mouth of PW.1 and 2 to accept the specific defence of the Defendants that the transaction in question was not an agreement of sale, but, it was only a loan transaction.



Further, it is important to note that the Defendants have not adduced any contrary evidence against the registered documents as per the provision under section 91 and 92 of Indian Evidence Act. Thus, in my humble opinion, there is nothing on record to disbelieve the averments made in the registered instrument namely agreement of sale dated 18.02.2012 and extension agreement dated:04.02.2014. Thus, I have no hesitation to conclude that the Plaintiff has proved that the Defendants have executed the agreement of sale dated 18.02.2012 agreeing to sell the suit property for Rs.1,20,000/- and received the earnest money of Rs.1,00,000/-. Further, it is proved that on 04.02.2014 the defendants have enhanced the consideration amount of Rs.2,20,000/- and received the Rs.1,00,000/- by execution of Ex.P3 deed. Further, on the basis of the materials available on record, I also conclude that the Defendants have failed to prove that the agreement dated 18.02.2012 and 04.02.2014 has been executed as security in respect of the alleged loan transaction as contended the written statement and the defendants have not let in any rebuttal evidence.



21. In the written statement the defendants have contended that the suit property is the joint family and ancestral property of the plaintiff thus the Thurakka Kondamma had no Independent right executed any deed, therefore this court perused the Ex.P1 agrrrment of sale deed, in the Ex.P1 the Thurkka kondamma herself stated that the suit property is her absolute property, on the other hand the defendants have not produced a signal documents to show that the suit property is the joint family property, if the suit property is joint family they would have been produced before the court thus, it has come in the evidence that the Suit Property is the exclusive property of the Thurukka knodamma. Thus, it becomes clear that, the materials available on record are sufficient to conclude that the Suit Property is the absolute property of Thurukka Knodamma. Further in this case the defendant no.2 has also signatory to the Ex.P2 and she has also witnesses to the recital of the Ex.P3, in the Ex.P3 the defendant No.3 has specially stated that the suit property is the absolute property of the Thurukku Kondamma, but later he given the evidence against the



Ex.P3 documents. On the other hand, the defendants have failed to disprove the case of the plaintiff and also failed to prove the Ex.P-1 and 3 are concocted by the plaintiff. **Hence, I answer issue No-1 in the affirmative.**

22. Issue No-2 :- It is to be specifically noted that, the plaintiff has contended that, he was ready and willing to perform his part of contract and there was an obligation on the part of the defendants to obtained all the revenue documents which establishes their title deeds. Thereafter, the defendants have to execute the Sale Deed. Accordingly, the obligation is upon the defendants to fulfill and inspite of repeated request and demands the defendants have not come forward to execute the Sale Deed. The plaintiff has issued a notice as per Ex.P.6 and inspite of issue of notice the defendants have not come forward to execute the Sale Deed. In such a circumstances, the issue of notice will have to be considered as a ready and willingness to perform his part of contract. No doubt the issue of notice is one of the



factor to be considered by the court for ready and willingness to perform his part of contract. By looking into this Ex.P1 and 3 sale agreement recital it is fully established that even till the date of filing of the suit the defendants have not produced a single documents for proving the defendants are ready to execute the sale deed. It is clearly pleaded by the plaintiff in his plaint at para No.7, that he was always ready and willing to perform his part of contract by paying balance consideration amount of Rs.20,000/-.

23. Even, plaintiff has clearly stated in his evidence regarding his readiness and willingness to perform the part of Contract and has specifically stated that, though he was ready with balance consideration amount to get executed the Sale Deed, the defendants did not come forward for performing his part of Contract. It is the specific say of the plaintiff that, he was ever ready and willing to perform her part of the contract. But, the Turaka Konnodamma and defendants were not ready to perform her part of the contract. However, the question is what



exactly the meaning of **“ready to perform his part of the contract”**. It must be noted that in the decision reported in **ILR-2014-Karnataka-Page 233, between Smt. Padmini Raghavan v/s H.A.Sonnappa, since dead by his LR’s and others**, the Division Bench of the Hon'ble High Court of Karnataka has held, at para No-60 of the said judgment, as follows. “The plaintiff should not only aver, but also prove the readiness and willingness to the satisfaction of the Court. No inference is permissible in law. Readiness and willingness is purely a question of fact. The plaintiff has to produce before the Court such evidence so as to satisfy the Court that, he was ready with the balance sale consideration and he was willing to part with the balance sale consideration”. As set out above, the evidence on record clearly demonstrates she was neither ready with the balance sale consideration nor he made any attempt to pay the balance sale consideration.

24. Keeping in view the law declared in the afore mentioned decision, again I say that in the present case on hand, the recitals available in Ex-P1 and 3 namely the



agreement dated: 18.02.2012 and 04.02.2014 makes it very clear that, the plaintiff had already paid the 95% sale consideration to the defendants. Further, Even he has stated in his evidence regarding the same. Further, it is pertinent to note that, he has paid Rs 2,00,000/- before execution of Sale Agreement and during pendency of the trial, the plaintiff has deposited balance consideration amount of Rs.20,000/- by virtue of D.D.No. 670005 dtd. 20.06.2016 for Rs 20,000/- which is in the name of the plaintiff. Therefore, this fact is sufficient to conclude that, the plaintiff was ever ready to perform his part of the contract. Further, since the plaintiff had already paid the 95% of sale consideration to the defendants, the plaintiff was expected to go to the Sub-Registrar office whenever the defendants instructs or requests his (plaintiff) to come to office of the Sub-Registrar for the purpose of getting the sale deed executed. Further, since the plaintiff has already paid the 95% amount to the defendants. Further, it is not the case of the defendants that despite her requests the plaintiff never appeared before the Sub-Registrar's office nor produced the



documents for the purpose of getting the sale deed executed into his name.

25. As per Section 16 (C) of Specific Relief Act, “**who fails to aver and prove that he has performed or has always been ready and wiling to perform the essential terms of the contract which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant**”. Further, as per the decision reported in **ILR 2014 Kar 5778 in case of Smt. Asharaj and others -Vs- S.G.Nagaraj @ Suga Nagaraj**, the Hon’ble High Court observed that, “Proof of readiness and willingness as mandated under Section 16(c) of Specific Relief Act is an absolute necessity to seek the equitable Relief of Specific Performance”. There must not only be clear pleading in regard to the readiness, but also unimpeachable evidence must be adduced to prove the same. The plaintiff has proved the factum that, he has been ready and willing to perform his part of the contract as mandated under section 16(C) of



Specific Relief Act is entitle the Relief of Specific Performance". So in this case the plaintiff has proved that she was always ready and willing to perform her part of the contract. Hence, in this case also the plaintiff has discharged the burden lies on him. Further the defendants are being the legal heirs of the Turaka Konnodamma, they have to execute the registered sale deed. Hence, the plaintiff is entitled the relief of Specific Performance of Agreement as claimed in the suit. Hence, I answer **issue No.2 is in the affirmative.**

26. Issue No.3 and 4 While answering issue No.1 to 3, I have concluded that the plaintiff has proved all the ingredients of **Section 16 and Section 20 of Specific Relief Act.** Further the plaintiff proved that the Turaka Konnodamma has executed the agreement of sale deed dated: 18.02.2012 and 04.02.2014 by excising her absolute right over the suit property and received the advance consideration amount of Rs. 2,00,000/- and also proved that the defendants are failed execute the sale deed as per the terms of the Ex.P1 and 3 as agrred by the



Turaka Konnodamma and defendant No.3. Hence, I conclude that, the plaintiff is entitled for the relief of specific performance of the contract as sought for. Hence, **issue No.3 and 4 are answered in the affirmative.**

27. Issue No.6: For the foregoing findings given on Issue No.1 to 5, I proceed to pass the following:

ORDER

The suit of the plaintiff for the relief of Specific Performance of Contract is decreed with cost.

The defendants are directed to execute the registered sale deed in favour of the plaintiff as per the terms of agreement of sale dated:18.02.2012 and 04.02.2014 within 2 (Two) months from today by receiving the balance Rs.20,000/- from the plaintiff.

In case, the defendants have fails to execute the registered sale deed, then the plaintiff is at liberty to invoke order 21 Rule



35 of CPC.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer and computerized by her, corrected and then pronounced by me in the open court this **7th day of August 2026**)

[SHIVAKUMARA.G.J]
Prl. Civil Judge & JMFC.,
Mandya.

A N N E X U R E

1. List of witnesses examined for the plaintiff:

PW-1	: Sri. Harish T.S.
PW-2	: Sri. S.N. Lingaraju
PW-3	: Sri.Narayan
PW-4	: Sri.Mahadevaswamy
PW-5	: Sri.Sunilkumar K.N.

2. List of documents exhibited for the plaintiff:

Ex.P-1	: Register sale deed dtd:18.02.2012
Ex.P-1(a) to (c)	: Signatures
Ex.P-2	: Non-Encumbrance Certificate
Ex.P-3	: Agreement for Extension of Term
Ex.P-3 (a)to (e)	: Signatures
Ex.P-4	: Non-Encumbrance Certificate
Ex.P-5	: Postal Acknowledgment



Ex.P-6 : Legal notice
Ex.P-7 : Term Deposit receipt
Ex.P-8 : Certified copy of Judgment
passed in C.C. 1773/2015

3. List of witnesses examined for the defendant:

DW-1 : Sri. Shankar

4. List of documents exhibited for the defendant:

--- NIL ---

**Prl. Civil Judge & JMFC.,
Mandya.**