

IN THE COURT OF THE ADDITIONAL SUB JUDGE-I, OF THRISSUR

Present:- Mamatha.T.K., Additional Sub Judge -I

Friday, the 31st day of October, 2025/ 9th Karthika, 1947 SE.

OS 47/2021

Plaintiff:-

Rohini, aged 32 years, W/o Vaishnavam Veetil Binu, Vakkam Village & Desom, Chirayikeezhu Taluk, Vakkam P.O., Thiruvananthapuram-695 308.

By Adv.Peggy Fen

Defendants:-

1. Achuthan (Died), aged 70 years, S/o Kallammathodiyil Narayanikutty Amma & Thiyyunni, Muthuvara Desom, Puzhaykkal Village, Thrissur Taluk, Pin-680 555.
2. Aju Achuthan, S/o Late Achuthan, Kallammathodiyil Saranalayam Veedu, Puranattukara P.O., Muthuvara Desom, Puzhaykkal Village, Thrissur Taluk, Pin-680 551.

By Advs.P. A.Muraleeraj & A.Devadas for D1
Exparte - D2

The suit is coming on for hearing today, the court delivered the following :-

J U D G M E N T

Suit is for specific performance of contract, and in the alternative, for return of advance money, and for permanent prohibitory injunction.

2. Averments of the plaintiff are as follows: The plaintiff and the first defendant entered into an agreement for sale of the plaint schedule property on 17.12.2020. The plaintiff paid an advance amount of Rs.11,00,000/- to the first defendant and the date for performance of

the contract was fixed on 17.03.2021. The first defendant handed over the original of the sale deed no.2807/2017 to the plaintiff. The plaintiff was always ready and willing to perform her part of the contract. After arranging the balance amount, the plaintiff demanded the execution of the sale deed on 06.02.2021 and 08.02.2021. The first defendant informed the plaintiff that he is not ready to transfer the property. On enquiry, the plaintiff came to know about the proposal of the first defendant to sell the property to a third party. On 10.02.2021, the plaintiff issued a notice to the first defendant asking him to register the property in her name on 15.02.2021. With the balance amount, the plaintiff waited in SRO, Ayyanthole from 10:30 a.m. on 15.02.2021. The first defendant did not come to SRO, Ayyanthole on that day. There is a breach of contract by the first defendant. He has purposefully kept away from performing his part of the contract and has caused much hardships to the plaintiff. Hence, the suit is filed for specific performance of the contract, in the alternative, for return of advance money, and for permanent prohibitory injunction.

3. On issuance of summons, the first defendant appeared before the court and filed written statement. He died later, and his heir, the second defendant is impleaded in the suit. The second defendant did not appear before the court on summons and the suit was proceeded against him *ex parte*.

4. From the side of the plaintiff, PW1 is examined and Exts. A1 to A10 are marked. Heard the learned counsel for the plaintiff.

5. Affirming the contentions in the plaint, PW1 filed her affidavit in lieu of examination-in-chief. The case of the plaintiff is that the first defendant entered into an agreement for sale of the plaintiff's schedule property and committed its breach. The plaintiff is hence before the court seeking the relief of specific performance, and in the alternative, for return of advance money, and permanent prohibitory injunction. Ext. A1 is the sale deed no.2807/2017 of SRO, Ayyanthole dated 05.12.2017. Ext. A2 is the agreement for sale dated 07.12.2020. Ext. A3 is the cheque no.287948 for Rs.12,00,000/- dated 15.02.2021. Ext. A4 is the encumbrance certificate dated 11.02.2020. Exts. A5 and A6 are the tax receipts and Ext. A7 is the caveat. Ext. A8 is the statement of account. Ext. A9 is the copy of lawyer notice and Ext. A10 is the postal receipt. Since the defendants remained absent, the evidence adduced by PW1 remained unchallenged. I find no reason to disbelieve the testimony of PW1. So, the plaintiff has proved her case by adducing cogent and reliable evidence. Hence, the plaintiff is entitled to a decree as prayed.

6. In the result, the suit is decreed as follows:

1. The plaintiff shall deposit Rs.10,00,000/- in court with notice to the second defendant on or before 31.12.2025.

2. On receipt of such notice, the second defendant shall execute a sale deed with respect to the plaint schedule property within a period of one month.
3. In the event of default, the plaintiff is entitled to get the sale deed executed through the court.
4. The second defendant is hereby restrained from alienating and encumbering the plaint schedule property.
5. The plaintiff is entitled to the realization of the costs of the suit from the second defendant.

(Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in open court, on this the 31st day of October, 2025)

Sd/-
MAMATHA.T.K
ADDITIONAL SUB JUDGE-I

APPENDIX

Witness examined from the side of the plaintiff:

PW1	Rohini Binu	17.10.2025
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Exhibits marked from the side of the plaintiff:

A1	Sale deed no.2807/2017 of SRO, Ayyanthole	05.12.2017
A2	Agreement	17.12.2020
A3	Cheque no.287948	15.02.2021
A4	Encumbrance certificate	03.11.2020

A5	Cash receipt	10.02.2020
A6	Tax receipt	23.10.2020
A7	Caveat OP	09.02.2021
A8	Statement of accounts	10.01.2021 to 09.02.2021
A9	Copy of lawyer notice	10.02.2021
A10	Postal receipt	10.02.2021

Id/-
ADDITIONAL SUB JUDGE-I

Judgment In
O.S.No.47/2021
Dated: 31.10.2025.
