



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE ASHOK S.KINAGI

REGULAR SECOND APPEAL NO. 2304 OF 2017 (SP)

BETWEEN:

SRI VENKATARAMANAI AH
S/O LATE VENKATAGIRIYAPPA
AGED 57 YEARS
RESIDING AT DODEGOWDANAPALYA
SANTHEMAVATHUR POST
KASABA HOBLI,
KUNIGAL TALUK
TUMKUR DISTRICT

...APPELLANT

(BY SRI. B KESHAVA MURTHY., ADVOCATE)

AND:

1. SRI S M CHANDRAHASA
S/O LATE MUNIYAPPA GOWDA
AGED 63 YEARS
RESIDING AT NO 697,
AKSHARA NILAYA
4TH MAIN ROAD,
RAGHAVENDRA BLOCK
BANASHANKARI III PHASE,
BANGALORE - 560050
2. SMT HEMAVATHI
W/O S M CHANDRAHASA
AGED 48 YEARS
RESIDING AT NO 697,





HC-KAR



AKSHARA NILAYA
4TH MAIN ROAD,
RAGHAVENDRA BLOCK
BANASHANKARI III PHASE,
BANGALORE - 560050

3. SRI DR S C ASHOK
S/O S M CHANDRAHASA
AGED 32 YEARS
RESIDING AT NO 697,
AKSHARA NILAYA
4TH MAIN ROAD,
RAGHAVENDRA BLOCK
BANASHANKARI III PHASE,
BANGALORE - 560050
4. SMT S C CHAITRA
D/O S M CHANDRAHASA
AGED 28 YEARS
RESIDING AT NO 697,
AKSHARA NILAYA
4TH MAIN ROAD,
RAGHAVENDRA BLOCK
BANASHANKARI III PHASE,
BANGALORE - 560050
5. KUM S C ABHILASHA
D/O S M CHANDRAHASA
AGED 26 YEARS
RESIDING AT NO 697,
AKSHARA NILAYA
4TH MAIN ROAD,
RAGHAVENDRA BLOCK
BANASHANKARI III PHASE,
BANGALORE - 560050
6. KUM S C CHETANA
D/O S M CHANDRAHASA
AGED 24 YEARS
RESIDING AT NO 697,
AKSHARA NILAYA



4TH MAIN ROAD,
RAGHAVENDRA BLOCK
BANASHANKARI III PHASE,
BANGALORE - 560050.

...RESPONDENTS

(BY SRI. R S RAVI, SENIOR COUNSEL FOR
SRI. AKARSH KUMAR GOWDA, ADVOCATE)

THIS RSA IS FILED U/S. 100 OF CPC., AGAINST THE JUDGEMENT AND DECREE DTD 26.07.2017 PASSED IN R.A.NO. 73/2013 ON THE FILE OF THE I ADDITIONAL DISTRICT AND SESSIONS JUDGE, TUMAKURU, DISMISSING THE APPEAL AND CONFIRMING THE JUDGEMENT AND DECREE DTD 10.04.2013 PASSED IN OS.NO. 49/2007 ON THE FILE OF THE SENIOR CIVIL JUDGE AND JMFC., KUNIGAL.

THIS APPEAL, COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE ASHOK S.KINAGI

ORAL JUDGMENT

This appeal is filed by the appellant challenging the judgment and decree dated 26.07.2017 passed in RA No. 73 of 2013 by the learned I Additional District Judge, Tumakuru ('First Appellate Court' for short) and the judgment and decree dated 10.04.2013 passed in OS No. 49 of 2007 by the learned Senior Civil Judge and JMFC, Kunigal ('Trial Court' for short).



2. For the sake of convenience, the parties are referred to based on their rankings before the Trial Court. Appellant was the plaintiff and respondents were the defendants.

3. Brief facts leading rise to the filing of this appeal are as follows:

3.1. The plaintiff filed a suit against the defendants for specific performance of contract. It is the case of the plaintiff that, the defendants are the absolute owners in possession of the suit schedule property and they agreed to sell the suit schedule property for a consideration of ₹2,43,750/-and accordingly, the defendants received ₹50,000/- towards the advance sale consideration amount. It was agreed that the balance sale consideration amount to be paid at the time of registration of the sale deed. Accordingly, the defendants executed a sale agreement dated 09.01.2006. The plaintiff requested the defendants to receive the balance sale consideration amount and execute the registered sale deed. Despite



several requests made by the plaintiff and issuance of legal notice, the defendants did not come forward to receive the balance sale consideration amount and to execute the sale deed. Hence, a cause of action arose for the plaintiff to file a suit for specific performance of the contract.

3.2. Defendant Nos.1 to 3 have filed a common written statement. Defendant Nos.4, 5 and 6 have filed separate written statements.

3.3. Defendant Nos.1 to 3 have filed a written statement contending that, the suit schedule property is the ancestral property of defendant Nos.1, 3, 5 and 6 and it is denied that the defendants have executed a sale agreement agreeing to sell the suit schedule property for consideration of ₹2,43,750/- and accordingly, received ₹50,000/- towards the advance sale consideration amount. It is also contended that, the defendants replied to the legal notice calling upon the plaintiff to produce the alleged agreement of sale. Despite service of the reply



notice, the plaintiff did not furnish the agreement. Unless the sale agreement is furnished, there is no cause of action. Hence, they pray to dismiss the suit.

3.4. Defendant No.4 had filed a written statement contending that she is not the daughter of defendant No.1, but in fact she is the daughter of one Chikkananjappa and defendant No.1 is her paternal uncle. As such, she has no right over the suit schedule property.

3.5. Defendant Nos.5 and 6 had filed a written statement denying the averments made in the plaint and prays to dismiss the suit against defendant Nos.5 and 6.

3.6. Based on the pleadings of the parties, the Trial Court had framed the relevant issues.

3.7. The plaintiff, to substantiate his case, examined himself as PW1 and marked 15 documents as Exs.P1 to P15. In rebuttal, defendant Nos.1, 4 and 5 examined themselves as DW1 to DW3 and marked 11 documents as Exs.D1 to D11.



3.8. The Trial Court, after recording the evidence and assessing the verbal and documentary evidence, dismissed the suit vide judgment and decree dated 10.04.2013.

3.9. The plaintiff, aggrieved by the judgment and decree passed by the Trial Court, preferred an appeal in RA No. 73 of 2013 on the file of the First Appellate Court.

3.10. The First Appellate Court, after re-appreciating the entire evidence on record, dismissed the appeal vide judgment and decree dated 26.07.2017 and confirmed the judgment and decree passed by the Trial Court.

3.11. The plaintiff, aggrieved by the impugned judgments and decrees, filed this regular second appeal.

4. Heard the arguments of the learned counsel for the plaintiff and the learned counsel for the defendants.

5. Learned counsel for the plaintiff submits that, both the Courts below have not properly appreciated the evidence placed on record. The plaintiff has produced the



original agreement of sale executed by the defendants in favour of the plaintiff and the defendants received the advance sale consideration amount of ₹50,000/-. He submits that, he has produced the sale agreement marked as Ex.P15. He further submits that, the defendants have not denied the signature on Ex.P15. The Trial Court ought to have decreed the suit. On the contrary, it has dismissed the suit. The First Appellate Court has not properly re-appreciated the evidence on record. He submits that, the impugned judgments and decrees passed by both the Courts below are arbitrary and erroneous. Hence, on these grounds, he prays to allow the appeal.

6. Perused the records and considered the submissions of the learned counsel for the parties.

7. The plaintiff filed a suit against the defendants for specific performance of the contract, alleging that the defendants have agreed to sell the suit schedule property for consideration of ₹2,43,750/- and received an advance sale consideration amount of ₹50,000/-, and the



defendants have executed the sale agreement marked as Ex.P15. The defendants have specifically denied the execution of Ex.P15. The plaintiff has not taken any steps to examine the attesting witnesses to Ex.P15 and the plaintiff has also not produced any records to establish that the plaintiff had paid ₹50,000/- towards the advance sale consideration to the defendants. Defendant Nos.1, 4 and 5 examined themselves as DW1 to DW3 and they have reiterated the written statement averments in the examination-in-chief, and also produced the reply notice marked as Ex.D4, wherein the defendants have called upon the plaintiff to produce the alleged copy of agreement of sale executed by the defendants in favour of the plaintiff. Instead of furnishing the alleged copy of agreement of sale to the defendants, the plaintiff filed the suit before the Trial Court.

8. From the perusal of Ex.P15 there is no date when the alleged sale agreement was executed. Thus, it has created a doubt in the minds of both the Courts below



regarding the date of execution of the alleged sale agreement. Thus, both the Courts below have concurrently recorded a finding of fact that the plaintiff has failed to prove the execution of sale agreement on 09.01.2006 for consideration of ₹2,43,750/- and also held that the plaintiff has failed to prove that he had paid ₹50,000/- to the defendants towards the part sale consideration amount of the suit schedule property, and also the plaintiff failed to prove that the defendants required the sale consideration amount of the suit schedule property for discharging the mortgage and other debts; the defendants have proved that the defendant Nos.1 to 3 had a sufficient means to discharge the mortgage that existed on the suit schedule property. Thus, both the Courts below have concurrently recorded a finding that the plaintiff has failed to prove the execution of the alleged sale agreement. Both the Courts below have rightly recorded the finding. Hence, I do not find any error in the impugned judgments and



any substantial question of law that arises for consideration in this appeal.

9. In view of the above discussion, I proceed to pass the following:

ORDER

- i. The appeal is ***dismissed***;
- ii. Learned Senior Counsel Sri. R.S.Ravi for the defendants submits that, defendant Nos.1 to 3 are ready to deposit an amount of ₹50,000/- before the Trial Court. The submission is placed on record;
- iii. Defendant Nos.1 to 3 are directed to deposit ₹50,000/- before the Trial Court and a liberty is reserved to the plaintiff to withdraw the said amount towards the litigation expenses;
- iv. Pending IA(s), if any, shall stand disposed of.

**Sd/-
(ASHOK S.KINAGI)
JUDGE**