



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

REGULAR FIRST APPEAL NO.2337 OF 2025 (SP)

BETWEEN:

SMT.CHANDANA THILOTTAME
WIFE OF D.V. MOHAN KUMARA
AGED 55 YEARS
R/AT BOMMANAHALLI VILLAGE
BELLURU HOBLI, PIN-571 418
NAGAMANGALA TALUK

...APPELLANT

(BY SRI.R.GOPAL, ADVOCATE)

AND:

1. K.B.RAJESHWARI
WIFE OF LATE S.BASAVARAJU
AGED 57 YEARS
2. MUKHESH C.B.
SON OF LATE S.BASAVARAJU
AGED 33 YEARS
3. PUNEETH C.B.
SON OF LATE S. BASAVARAJU
AGED 29 YEARS

ALL ARE RESIDENTS OF
CHUNCHANAHALLI VILLAGE
BELLURU HOBLI, PIN-571 418





NAGAMANGALA TALUK
MANDYA DIST-571 418

...RESPONDENTS

(BY SRI.B.RAMESH, ADVOCATE)

THIS RFA IS FILED UNDER SECTION 96 OF CPC, AGAINST THE JUDGMENT AND DECREE DATED 22.08.2025 PASSED IN OS.NO.28/2024 ON THE FILE OF THE ADDITIONAL SENIOR CIVIL JUDGE AND JMFC, NAGAMANGALA, ALLOWING THE I.A.NO.III FILED U/O.VII RULE 11(a) AND (d) R/W SEC.151 OF CPC AND ETC.,

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

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL JUDGMENT

The captioned appeal is filed by the unsuccessful plaintiff assailing the order dated 22.08.2025 passed by the learned Judge, whereby the suit for specific performance instituted by the plaintiff in O.S.No.28/2024 is rejected by invoking Order VII Rule 11(a) and (d) of the Civil Procedure Code. The said order is under challenge.

2. For the sake of brevity, the parties are referred to as per their rankings before the Trial Court.



3. Facts leading to the case are as under;

The plaintiff instituted a suit for specific performance of contract in O.S.No.28/2024 alleging that the defendants have executed a registered agreement of sale on 23.12.2017 in favour of plaintiff by receiving an advance amount of ₹7,00,000/- through cheque. The plaintiff's main assertion in the suit is that the defendants had agreed to conclude the transaction by furnishing all the relevant documents.

4. The defendants upon receipt of summons entered appearance and filed written statement and stoutly denied the entire transaction. *Per-contra*, the defendants have contended that this suit agreement is concocted and created document. Having denied this transaction, an application was filed under Order VII Rule 11(a) and (d) of CPC., seeking rejection of the plaint on the ground that suit is barred by limitation.



5. The learned Judge applying Article 54 of the Limitation Act has come to conclusion that the plaintiff was required to conclude the transaction within 6 months from the date of execution of the agreement i.e. 23.12.2017 and therefore, applying Article 54 of the Limitation Act, the plaint is rejected.

6. Heard learned counsel appearing for the plaintiff and learned counsel appearing for the defendants. Perused the judgments cited by both learned counsels. This court has given its anxious consideration to the pleadings and the recitals in the suit agreement.

7. The following points would arise for consideration;

(i) Whether the learned Judge erred in rejecting the plaint by having recourse under Order VII Rule 11(a) and (d) of CPC and therefore, warrants interference?

(ii) What order?



Findings on Point No.(i):-

8. Before advertizing to the impugned order, this Court deems it appropriate to extract paragraph Nos.2 and 3 of the plaint averments. This Court also finds it necessary to refer to the relevant recitals contained in the registered agreement to sell, which delineate the obligations of the parties, particularly those of the defendants-owners. The relevant portions are extracted hereunder:

"ಪ್ರತಿವಾದಿಯು ದಾವಾ ಷೆಡ್ಯೂಲ್ ಆಸ್ತಿಯ ಮಾಲೀಕರಾಗಿರುತ್ತಾರೆ. ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತು 1ನೇ ಪ್ರತಿವಾದಿ ಕೆ.ಬಿ ರಾಜೇಶ್ವರಿವರ ಸ್ವಯಾರ್ಜಿತ ಸ್ವತ್ತಾಗಿರುತ್ತದೆ. ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತನ್ನು ಆದರ ಪೂರ್ವ ಕಾನೂನು ಬದ್ಧ ಮಾಲೀಕರಿಂದ 1ನೇ ಪ್ರತಿವಾದಿ ಕೆ.ಬಿ ರಾಜೇಶ್ವರಿಯವರು ದಿನಾಂಕ 05.12.2003 ರಂದು ಕ್ರಯಕ್ಕೆ ಪಡೆದು ಎಂ.ಆರ್ ಹೆಚ್ 12/2003-04 ರಂತೆ ಖಾತೆ ಬದಲಾವಣೆ ಮಾಡಿಕೊಂಡು ಸ್ವಾಧೀನಾನುಭವವನ್ನು ಹೊಂದಿ ಕಾನೂನು ಬದ್ಧ ಮಾಲೀಕರಾಗಿರುತ್ತಾರೆ. 2ನೇ & 3ನೇ ಪ್ರತಿವಾದಿಗಳು 1ನೇ ಪ್ರತಿವಾದಿಯ ಮಕ್ಕಳಾಗಿರುತ್ತಾರೆ. ಪ್ರತಿವಾದಿಯರ ದರದ್ದು ನಿಮಿತ್ತ ಅಂದರೆ ಕುಟುಂಬದ ಖರ್ಚಿಗೋಸ್ಕರ, ಬೇರೆಡೆ ಸ್ವತ್ತನ್ನು ಕ್ರಯಕ್ಕೆ ಕೊಳ್ಳಲು ಹಾಗೂ ಇತರೆ ಕೈಸಾಲ ತಿರುವಳಿಗಾಗಿ ಪ್ರತಿವಾದಿಗಳು ದಾವಾ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತನ್ನು ರೂ.15,00,000/-(ಹದಿನೈದು ಲಕ್ಷ) ಗಳಿಗೆ ವಾದಿಗೆ ಕ್ರಯಕ್ಕೆ ಕೋಡಲು ಒಪ್ಪಿ, ಅದರಂತೆ ದಿನಾಂಕ : 23.12.2017 ರಂದು ದಾವಾ



ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತಿನ ಸಂಬಂಧ ಕ್ರಯದ ಕರಾರು ಪತ್ರವನ್ನು ಬರೆಸಿ ಸಾಕ್ಷಿಗಳ ಸಮಕ್ಷಮ ಪ್ರತಿವಾದಿಗಳು ವಾದಿಯಿಂದ ಕ್ರಯದ ಮುಂಗಡ ಹಣವಾಗಿ ರೂ.7,00,000/- (ಏಳು ಲಕ್ಷ) ಗಳನ್ನು ಬೆಳ್ಳೂರಿನ ಕೆನರಾ ಬ್ಯಾಂಕ್ ಶಾಖೆಯ ವಾದಿಯ ಸಂಬಂಧಿತ ಚೆಕ್ ಮೂಲಕ ಪಡೆದುಕೊಂಡು ಕ್ರಯದ ಉಳಿದ ರೂ.8,00,000/- (ಎಂಟು ಲಕ್ಷ) ಗಳನ್ನು ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತಿನ ನೋಂದಣಿ ಕ್ರಯ ಪತ್ರದ ನೋಂದಣಿ ವೇಳೆ ಪಡೆಯಲು ಒಪ್ಪಿ, ನೋಂದಣಿ ಸಂಖ್ಯೆ 1253/2017-18 ರಂತೆ ದಿನಾಂಕ: 26.12.2017 ರಂದು ಪ್ರತಿವಾದಿಯರು ವಾದಿಗೆ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತಿನ ಸಂಬಂಧ ನೋಂದಣಿ ಕ್ರಯದ ಕರಾರು ಪತ್ರವನ್ನು ಮಾಡಿ ಕೊಟ್ಟಿರುತ್ತಾರೆ. ಸದರಿ ಕ್ರಯದ ಕರಾರು ಪತ್ರದಲ್ಲಿ ನೋಂದಣಿಗೆ ಅವಶ್ಯವಿರುವ ದಾಖಲಾತಿಗಳನ್ನು ಒದಗಿಸಿಕೊಂಡು 6 ತಿಂಗಳೊಳಗೆ ಕ್ರಯಪತ್ರ ಬರೆದುಕೊಡಲು ಪ್ರತಿವಾದಿಯರು ಒಪ್ಪಿರುತ್ತಾರೆ.

3) ವಾದಿಯು ಸಾಕಷ್ಟು ಬಾರಿ ಪ್ರತಿವಾದಿಗಳನ್ನು ಉಳಿದ ಕ್ರಯದ ರೂ.8,00,000/-(ಎಂಟು ಲಕ್ಷ) ಪಡೆದು ಕ್ರಯಪತ್ರ ಬರೆದು ಕೊಡಲು ಕೇಳಿದರೂ ಸಹ ಪ್ರತಿವಾದಿಗಳು ಇನ್ನು ಕ್ರಯಪತ್ರ ನೋಂದಣಿಗೆ ಅವಶ್ಯವಾದ ದಾಖಲಾತಿಗಳನ್ನು ಒದಗಿಸಿಕೊಂಡಿಲ್ಲ ಎಂದು ಕಾಲವನ್ನು ಮುಂದೂಡಿರುತ್ತಾರೆ. ಪ್ರತಿವಾದಿಯರ ಮಾತನ್ನು ವಾದಿಯು ನಂಬಿರುತ್ತಾರೆ ಹೀಗೆ ಸುಮಾರು 2 ವರ್ಷ ಕಳೆದ ನಂತರ ಎಲ್ಲೆಡೆ ಲಾಕ್ ಡೌನ್ ಆಗಿದ್ದು, ಯಾವುದೇ ವ್ಯವಹರಣೆಯು ನಡೆಯದ ಕಾರಣ ಪ್ರತಿವಾದಿಯರು ವಾದಿಗೆ ಕ್ರಯಪತ್ರ ಮಾಡಿಕೊಡುವುದಾಗಿ ಹೇಳಿ ಕಾಲವನ್ನು ಮುಂದೂಡಿರುತ್ತಾರೆ."

". ಇನ್ನು ಉಳಿಕೆ ಮೊಬಲಗು ರೂ 8,00,000/- (sic. 8,00,000/-) (ಎಂಟು ಲಕ್ಷ) ರೂಪಾಯಿಗಳನ್ನು ಈ ತಾರೀಖುಲಾಗಾಯ್ತು ಅತೀ ಜರೂರಾಗಿ ನೋಂದಣಿಗೆ ಬೇಕಾದ ಮೂಲ ಎಲ್ಲಾ ದಾಖಲಾತಿಗಳನ್ನು ಅತಿ ಜರೂರಾಗಿ ನಿಮಗೆ ಒದಗಿಸಿಕೊಟ್ಟು ನೀವು ಕರೆದಾಗ ಬಂದು ನಿಮಗಾಗಲೀ ಅಥವಾ ನಿಮ್ಮಿಂದ ಅಧಿಕಾರ



ಹೊಂದಿದವರಿಗಾಗಲೀ ಹಾಗೂ ನೀವು ಸೂಚಿಸಿದವರಿಗಾಗಲೀ ದಾಖಲಾತಿಗಳಾದ ಆರು ತಿಂಗಳವಾಯಿದೆಯೊಳಗೆ ಯಾವುದೇ ತಂಟೆ ತಕರಾರು ಮಾಡದೆ ಕ್ರಮವಾದ ಕ್ರಯ ಪತ್ರ ಬರೆದುಕೊಟ್ಟು ಉಳಿಕೆ ಮೊಬಲಗನ್ನು ಕ್ರಯ ಪತ್ರದ ನೊಂದಣಿ ವೇಳೆಯಲ್ಲಿ ಪಡೆಯಲು ಒಪ್ಪಿರುತ್ತೇವೆ. ಇಲ್ಲಿಂದ ಮುಂದೆ ಅತೀ ಜರೂರಾಗಿ ನಾವು ದಾಖಲಾತಿಗಳನ್ನು ನಿಮಗೆ ಒದಗಿಸಿಕೊಟ್ಟು ಕ್ರಯ ಪತ್ರವನ್ನು ಬರೆದುಕೊಡಲು ಬದ್ಧರಾಗಿರುತ್ತೇವೆ. ಸದರಿ ನಿಮಗೆ ಕ್ರಯಪತ್ರಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ದಾಖಲಾತಿಗಳನ್ನು ಒದಗಿಸಿಕೊಟ್ಟು ಕ್ರಯಪತ್ರವನ್ನು ಬರೆದುಕೊಡಲು ತಪ್ಪಿದ್ದಲ್ಲಿ ನಮ್ಮಗಳ ವಿರುದ್ಧ ಸೂಕ್ತ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಿ ನೀವು ನಮಗೆ ಕೊಡಬೇಕಾದ ಉಳಿಕೆ ಮೊಬಲಗನ್ನು ಸೂಕ್ತ ಘನ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ರೇವಣಿ ಇಟ್ಟು ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತನ್ನು ನ್ಯಾಯಾಲಯದ ಮುಖಾಂತರ ನಿಮ್ಮ ಹೆಸರಿಗೆ ನೊಂದಣಿ ಮಾಡಿಸಿಕೊಳ್ಳಲು ಸಂಪೂರ್ಣವಾದ ಅಧಿಕಾರವನ್ನು ನಿಮಗೆ ನೀಡಿರುತ್ತೇವೆ.
. ಸದರಿ ಜಮೀನನ್ನು ಸಂಬಂಧಪಟ್ಟ ಇಲಾಖೆಯಿಂದ ಅಳತೆ ಹದ್ದುಬಸ್ತು ಮಾಡಿಸಿ, ನೊಂದಣಿ ಸ್ವೆಚ್ ಮಾಡಿಸಿ, ಸಂಬಂಧಪಟ್ಟ ಇಲಾಖೆಯಿಂದ ನಿರಾಪೇಕ್ಷಣಾ ಪ್ರಮಾಣವನ್ನು ಹಾಗೂ ಇನ್ನಿತರೆ ದಾಖಲಾತಿಗಳನ್ನು ಒದಗಿಸಿಕೊಟ್ಟು ನಿಮಗೆ ಕ್ರಮವಾದ ಕ್ರಯ ಪತ್ರವನ್ನು ಬರೆದುಕೊಡಲು ಬದ್ಧರಾಗಿರುತ್ತೇವೆ."

9. On a careful reading of the plaint averments along with the relevant recitals extracted from the registered agreement to sell, it becomes manifest that the defendants being the owners and vendors of the suit property had unequivocally undertaken specific contractual



obligations. The recitals contained in the agreement clearly stipulate that the defendants were required to secure and furnish all the relevant documents pertaining to the suit property. It is only upon furnishing such documents that the defendants had agreed to call upon the plaintiff to complete the transaction and thereafter execute the sale deed either in favour of the plaintiff or in favour of any nominee suggested by the plaintiff within a period of six months.

10. If the aforesaid recitals extracted supra are examined in their proper perspective, it becomes evident that the agreement to sell casts a clear and primary obligation on the defendants-vendors to collect all necessary title and revenue documents relating to the suit property and furnish the same to the plaintiff so as to enable the plaintiff to verify the title and proceed with the completion of the transaction. The agreement further contemplates that only after such compliance by the defendants would the plaintiff be required to tender the



balance sale consideration and have the sale deed executed.

11. In the light of these covenants, this Court is of the considered view that the learned Judge has unfortunately misread and misconstrued the pleadings and the terms of the agreement. The learned Judge has failed to advert to the specific conditions incorporated in the agreement to sell which clearly impose obligations on the defendants-vendors. When the vendors themselves have undertaken under the agreement that they would collect and furnish all relevant documents relating to the suit property and thereafter call upon the plaintiff to complete the transaction, any alleged delay or breach at this stage cannot be attributed to the plaintiff. On the contrary, the initial obligation squarely rested on the defendants to place the necessary documents before the plaintiff and thereby facilitate the completion of the sale transaction.



12. The plaintiff, as can be gathered from the plaint averments and the contractual terms, was only required to pay the balance sale consideration of ₹8,00,000/- and complete the transaction upon being furnished with the relevant documents. It also cannot be lost sight of that a substantial portion of the sale consideration, namely ₹7,00,000/-, had already been paid by the plaintiff under the agreement to sell, thereby clearly indicating the plaintiff's bona fides and readiness to proceed with the transaction.

13. Though the defendants have not completely denied the transaction, their principal contention is that the agreement to sell being of the year 2017, the plaintiff ought to have concluded the transaction within six months from the date of its execution. The learned counsel appearing for the defendants would further contend that no documents were required to be furnished by the vendors and therefore the plaintiff cannot rely upon any alleged non-compliance on the part of the defendants.



However, such a contention cannot be accepted at this stage as it runs contrary to the express terms and conditions embodied in the agreement to sell itself, which is the very subject matter of the suit. The recitals clearly demonstrate that the vendors were under an obligation to secure and furnish the relevant documents and thereafter call upon the plaintiff to complete the transaction.

14. On an overall examination of the plaint averments coupled with the covenants contained in the suit agreement, this Court is of the view that the learned Judge has erroneously invoked the principles of limitation to non-suit the plaintiff at the threshold. The learned Judge has failed to take note of the fact that the suit is one for specific performance of contract and that the plea of limitation raised by the defendants in such matters ordinarily constitutes a mixed question of fact and law. Without undertaking a meaningful examination of the contractual recitals and without permitting the parties to lead evidence on the factual aspects, the learned Judge



has proceeded to reject the plaint on the ground of limitation. Such an approach, particularly at the nascent stage of the proceedings, is likely to result in miscarriage of justice and may cause serious prejudice and irreparable loss to the plaintiff.

15. It is no doubt true that the Court possesses the power to dismiss a suit if it is found to be expressly barred by law. Such a determination, however, ordinarily arises in the context of Section 3 of the Limitation Act after a proper adjudication of the relevant facts. When the defendants raise a plea of limitation in a suit for specific performance, the same has to be examined in the backdrop of the contractual stipulations and the surrounding circumstances, which necessarily involves appreciation of both factual and legal aspects. Therefore, resorting to the drastic power of rejecting the plaint under Order VII Rule 11(a) and (d) of the Code of Civil Procedure without examining the contractual obligations undertaken by the defendants cannot be said to be justified.



Consequently, the order impugned suffers from patent perversity. The judgment relied upon by the learned counsel appearing for the defendants also does not have any application to the facts of the present case.

16. The material on record further indicates that, as per the plaint averments and the covenants embodied in the registered agreement to sell, the plaintiff was required to complete the transaction within six months only after the defendants furnished the relevant documents relating to the suit property. Thus, the commencement of the six-month period itself was contingent upon the defendants performing their part of the obligation, namely collecting the necessary documents and furnishing them to the plaintiff while calling upon him to complete the transaction. In the absence of such compliance on the part of the defendants, the question of attributing delay solely to the plaintiff does not arise at this stage.



17. Having regard to these aspects, this Court is of the considered opinion that the reasoning assigned by the learned Judge and the manner in which the matter has been approached are fundamentally flawed. The learned Judge has failed to appreciate that the agreement to sell itself imposes certain reciprocal obligations on the defendant-vendors and that the plaintiff's obligation to complete the sale transaction was triggered only upon the defendants performing their contractual duties. Therefore, the impugned order rejecting the plaint cannot be sustained and is liable to be set aside. Accordingly, Point No.(i) is answered in the Affirmative.

18. **Point No.(ii):-** For the foregoing reasons, this Court proceeds to pass the following;

ORDER

- (i) The appeal is allowed.
- (ii) The order dated 22.08.2025 passed on I.A.No.III filed under Order VII Rule 11(a) and (d) of CPC., in



O.S.No.28/2024 on the file of the Senior Civil Judge and JMFC, Nagamangala is hereby set-aside.

- (iii) Consequently, the plaint is restored to file.
- (iv) Since the parties are represented by their respective counsels, they are directed to appear before the Trial Court on **01.04.2026** without further notice.
- (v) The Registry is hereby directed to refund the Court fee strictly adhering to the procedure contemplated under Section 64 of the Karnataka Court Fees and Suits Valuation Act, 1958.
- (vi) Any observations made by this Court during the course of this order are confined only to disposal of this appeal. The Trial Court shall not get influenced any observations made by this Court while deciding the suit on merits.



- (v) I.A.No.2/2025 - impleading application stands dismissed reserving liberty to the plaintiff to implead *pendente lite* purchasers before the Trial Court.
- (vi) Pending applications, if any, are also dismissed.

Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE