



IN THE HIGH COURT OF KARNATAKA,

DHARWAD BENCH

DATED THIS THE 28TH DAY OF JANUARY, 2025

PRESENT

THE HON'BLE MR. JUSTICE SREENIVAS HARISH KUMAR

AND

THE HON'BLE MR. JUSTICE T. G. SHIVASHANKARE GOWDA

REGULAR FIRST APPEAL NO. 100082 OF 2017

Between:

1. Smt. Prabhavati
W/o Bharama Ambewadi
Age: 70 years, Occ: Household Work,
R/o: Hanamannawar Galli,
Angol, Belagavi,
Taluk and District Belagavi-590001
2. Sri Satish Bharama Ambewadi
Age: 41 years, Occ: Business,
R/o: Hanamannawar Galli,
Angol, Belagavi,
Taluk and District Belagavi-590001
3. Seema Bharama Ambewadi
Age: 38 years, Occ: Household Work,
R/o: Hanamannawar Galli,
Angol, Belagavi,
Taluk and District Belagavi-590001
4. Sri Jinnappa, S/o Appayya Ambewadi
Age: 64 years, Occ: Agriculture,
R/o: Bhendigerigalli,
Angol, Belagavi,
Taluk and District Belagavi-590001

Digitally signed by
VEERENDRA
KUMAR K M
Location: HIGH
COURT OF
KARNATAKA

...Appellants



(By Sri Arun Shyam, Senior Counsel for
Sri Girish V. Bhat, Advocate and
Sri Suyog Herele, Advocate)

And:

1. Bahubali,
S/o Yallappa Hanamannawar
since deceased by his LRS
 - 1(A) Abhay, S/o Bahubali Hanamannawar
Age:40 years, Occ: Agriculture,
R/o: Hanamannawar Galli,
Angol, Belagavi,
Taluk and District Belagavi-590001
 - 1(B) Prashant, S/o Bahubali Hanamannawar
Age:38 years, Occ: Agriculture,
R/o: Hanamannawar Galli,
Angol, Belagavi,
Taluk and District Belagavi-590001
- (R1(A & B) amended vide order dated
31.07.2023)
2. Sri Ravi, S/o Tavanappa Patil
Age: 50 years, Occ: Agriculture,
R/o: H.No.380, Tanaji Galli,
Angol, Belagavi,
Taluk and District Belagavi-590001

...Respondents

(By Sri Srivatsa S., Senior Counsel for
Sri Shivraj S. Balloli, Advocate for R2;
R1(A) notice held sufficient; R1(B) served)

This RFA is filed under Section 96 of CPC against the judgment and decree dated 03.01.2017 passed by the II Additional Senior Civil Judge and Chief Judicial Magistrate, Belagavi, in O.S.No.72/2011 and decreeing the suit filed for specific performance of contract, damages and permanent injunction.



Date on which the appeal was reserved for judgment	18.12.2024
Date on which the judgment was pronounced	28.01.2025

This appeal, pertaining to Dharwad Bench, having been heard and reserved, coming on for pronouncement this day through video conference at Bengaluru Bench, judgment was delivered therein as under:

CORAM: HON'BLE MR. JUSTICE SREENIVAS HARISH KUMAR
AND
HON'BLE MR. JUSTICE T. G. SHIVASHANKARE GOWDA

CAV JUDGMENT

(PER:HON'BLE MR. JUSTICE SREENIVAS HARISH KUMAR)

The legal representatives of the first defendant, and the second defendant are in appeal against the judgment of II Additional Senior Civil Judge and CJM, Belagavi, in O.S.No.72/2011.

2. The plaintiffs sought specific performance of agreement dated 17.2.2010, and alternatively claimed refund of earnest money of Rs.35,00,000/- from the defendants. The agreement was in respect of two items of property, 1.22 acres of land in R.S.No.180 of Angol Village and 7 guntas out of 29 guntas 7 annas in S.No.179/1 of



Angol Village, both situate in Belagavi taluk and district (suit properties). The plaintiffs pleaded that the defendants had earlier entered into an agreement of sale with one Rajendra Gaikwad in respect of the same property, and after the defendants made it clear that their agreement with Rajendra Gaikwad had been cancelled, the plaintiffs contracted with the defendants to purchase the suit properties for a consideration of Rs.75,90,000/- and thus an agreement came into existence on 17.02.2010. They stated that they first paid Rs.15,00,000/- to the defendants and agreed to pay the balance consideration money in three installments on or before 15.04.2010, 15.06.2010 and 15.08.2010. They stated to have paid Rs.20,00,000/- on 15.04.2010 to the defendants, who, having received the said sum executed an irrevocable general power of attorney in their favour in respect of suit properties. The defendants agreed to execute a supplementary agreement for having received Rs.20,00,000/- on 15.04.2010, but they didn't. Later on the plaintiffs came to know that the agreement between



the defendants and Rajendra Gaikwad had not been cancelled, and then they met the defendants to express their readiness and willingness to complete the sale transaction as per the terms and conditions of the agreement. The defendants did not settle the dispute with Rajendra Gaikwad even though the plaintiffs were always ready to perform their part of the contract including to make payment of balance sale consideration. The plaintiffs also stated that they entered into contract with defendants with a view to developing the land, and in fact they spent huge amount for leveling the land. To their surprise, the defendants issued a notice to them on 02.11.2010 making false allegations and denying the agreement dated 17.02.2010. Thereafter the plaintiffs replied to the said notice and expressed their readiness and willingness. They also came to know that Rajendra Gaikwad had filed a suit for specific performance, O.S.No.38/2011 against the defendants. And ultimately they instituted the suit learning that the defendants were avoiding to execute the sale deed.



3. The defendants admitted their transaction with Rajendra Gaikwad and the cancellation of the agreement with him. They also admitted the agreement with plaintiffs, but contended that payment of consideration as stipulated in the agreement was the condition precedent to complete the sale transaction. The plaintiffs failed to make payment as agreed by them and they were not ready and willing to perform their part of the contract. Noticing the plaintiffs' failure to make payment, they issued a notice to them and cancelled the agreement. They suspected collusion between the plaintiffs and Rajendra Gaikwad. And as regards the plaintiffs' claim for refund of Rs.35,00,000/-, they stated that the plaintiffs paid them only Rs.15,00,000/- and no further payment of Rs.20,00,000/- was made to them. Stating that they were under no obligation to execute the sale deed and make repayment of Rs.35,00,000/-, they prayed for dismissal of suit.



4. The trial court framed seven issues. The first issue relating to proof of agreement dated 17.02.2010 by the plaintiffs was unnecessary to be raised as defendants have not disputed the execution of agreement and cancellation of their first agreement with Rajendra Gaikwad. Issue No.2 pertains to plaintiffs' proving payment of Rs.20,00,000/- to the defendants on 15.04.2010. Issue No.3 is in regard to establishing readiness and willingness by the plaintiffs to perform their part of the contract; and issues 4, 5 and 6 relate to the reliefs that the plaintiffs have claimed. Answering issues Nos.2, 3 and 4 in affirmative, the trial court decreed the suit directing the defendants to execute the sale deed in favour of the plaintiffs by receiving balance sale consideration of Rs.40,90,000/-. Hence this appeal by the defendants.

5. The defendants/appellants have filed I.A.1/2023 under Order 41 Rule 27 of CPC to produce three documents by way of additional evidence. The



respondents/plaintiffs have also filed three applications I.A.1 to I.A.3/2024. I.A.1/2024 under Order 6 Rule 17 of CPC to amend the plaint in order to plead about agreement dated 04.05.2010 executed by defendants in favour of one Pradeep Siddoji Murkute, compromise between Rajendra Gaikwad and the defendants in O.S.No.38/2012, another supplementary agreement executed by the defendants in favour of Rajendra Gaikwad on 15.08.2012, certain answers given by DW1 in the cross examination and collusion between defendants and Rajendra Gaikwad.

6. I.A.2/2024 is made under Order 41 Rule 27 of CPC to produce agreement of sale dated 04.05.2010 executed by the defendants in favour of Pradeep Siddoji Murkute and I.A.3/2024 is filed under Order 1 Rule 10 CPC to implead totally seven persons including Rajendra Gaikwad and Pradeep Siddoji Murkute as additional defendants. In addition to these three applications, the second respondent in the appeal, Ravi Tavanappa Patil



filed his affidavit in order to place on record certain subsequent transactions. The appellants/defendants have filed statement of objections to these applications.

7. It is not necessary to decide all these applications, as the appeal can be decided even without receiving additional evidence sought to be produced by either side and without granting amendment to plaint and permitting the plaintiffs to implead some persons, in view of the fact that Sri. Arun Shyam, learned senior counsel appearing for appellants' counsel confined his argument to one point relating to time being essence of contract.

7.1. He put forth his argument in this way; The agreement of sale dated 17.02.2010 contains payment schedule. If the purchasers would fail to make payment in accordance with that schedule, they are not entitled to claim specific performance. The plaintiffs paid Rs.15,00,000/- on the date of agreement and did not make payment thereafter. They claim to have paid Rs.20,00,000/- on 15.04.2010, but it has no proof. The



trial court has wrongly held that Rs.20,00,000/- was paid by the plaintiffs to the defendants even though it has held that there is no supporting evidence for payment. The trial court has assumed that payment of Rs.20,00,000/- was probable because of execution of general power of attorney in favour of plaintiffs by defendants. This kind of a finding cannot be sustained, inasmuch as execution of GPA had nothing to do with payment of consideration amount. If really Rs.20,00,000/- had been paid by the plaintiffs on 15.04.2010, they could have insisted on a receipt to be issued or obtained an endorsement regarding payment on the agreement itself. So in the absence of evidence, the inference ought to have been drawn that there was no payment according to agreement stipulations and thereby the plaintiffs cannot demand specific performance.

7.2. The plaintiffs did not issue notice to the defendants expressing their readiness and willingness. But when the defendants got issued a notice to plaintiffs in



order to convey them that the agreement had been cancelled in view of failure to adhere to payment schedule by the plaintiffs, they issued a reply stating that they were ready and willing to perform their part of contract. Therefore it can be inferred that the plaintiffs were not at all ready and willing. Payment of consideration amount as indicated in the agreement was a condition precedent, and moreover the other conditions in the agreement would further make it clear that the payment was not dependent on completing other legal formalities. As a whole, the terms of contract indicate that time was essence of the contract and the plaintiffs, having failed to strictly adhere to payment schedule, and the agreement having been cancelled, the trial court should not have decreed the suit, that too when the cancellation of agreement was not challenged by the plaintiffs. The defendants have already deposited the consideration money that they received from the plaintiffs.



8. Sri. Srivasta, learned senior counsel appearing on behalf of Sri. Shivaraj S Balloli argued that the trial court's decision to grant decree of specific performance cannot be said to be erroneous because, it has very well appreciated oral and documentary evidence. The defendants do not dispute the agreement and payment of Rs.15,00,000/-. Even though agreement would stipulate payment of balance of sale consideration in three installments on different dates, the said payment schedule cannot be construed as time being essence of contract, and in fact the plaintiffs made payment of Rs.20,00,000/- to the defendants on 15.04.2010. The defendants do not dispute execution of GPA by them in plaintiffs' favour; unless there was payment of Rs.20,00,000/- on 15.04.2010 the defendants would not have executed GPA in favour of plaintiffs. Payment of Rs.20,00,000/- has been testified by PW3. The plaintiffs have a reason for not issuing notice to the defendants as by that time they had come to know that Rajendra Gaikwad had filed a suit for specific performance against defendants. Anyway when they



received notice issued by the defendants, they replied to it immediately and stated therein that they had made further payment of Rs.20,00,000/- as per agreement stipulations. The plaintiffs are interested to buy the suit property. They have proved their readiness and willingness. The terms of the agreement do not indicate that time is the essence of contract. The defendants have been suppressing material facts from the beginning. In fact after executing an agreement in favour of plaintiffs, they entered into contract with some others, which fact has been suppressed by them. Even they cancelled the agreement with Rajendra Gaikwad and without any reason they issued a notice to the plaintiffs stating that they had canceled the agreement with them, which they cannot. There is no need to challenge that notice. The evidence of DW1 is so clear that he does not want to sell the suit properties to the plaintiffs at the agreed rate. He wants more money and the plaintiffs are ready to pay any sum more than the agreed consideration and this court can reasonably enhance the consideration amount to be paid



to the defendants. With this he argued for dismissing the appeal.

9. In the light of arguments put forward by learned counsel for the parties, the points that arise for discussion are:

- i. Whether the trial court ought to have held that time was essence of the contract and thereby dismissed the suit?
- ii. Whether judgment of trial court can be sustained with or without modification?

POINT NO.(i):

10. The concept of time being essence of contract is found in Section 55 of the Indian Contract Act which reads as under:

"55. Effect of failure to perform at a fixed time, in contract in which time is essential. - When a party to a contract promises to do a certain thing at or before a specified time, or certain things at or before specified times, and fails to do any such thing at or before the specified time,



the contract, or so much of it as has not been performed, becomes voidable at the option of the promisee, if the intention of the parties was that time should be of the essence of the contract.

Effect of such failure when time is not essential.—*If it was not the intention of the parties that time should be of the essence of the contract, the contract does not become voidable by the failure to do such thing at or before the specified time; but the promisee is entitled to compensation from the promisor for any loss occasioned to him by such failure.*

Effect of acceptance of performance at time other than that agreed upon.—*If, in case of a contract voidable on account of the promisor's failure to perform his promise at the time agreed, the promisee accepts performance of such promise at any time other than that agreed, the promisee cannot claim compensation for any loss occasioned by the non-performance of the promise at the time agreed, unless, at the time of such acceptance, he gives notice to the promisor of his intention to do so."*

11. No doubt whenever a party to a contract on whom performance of an obligation lies, fails to do it within agreed time, the other party to the contract gets a



right to avoid the contract, but, such a right is not always absolute. Whether time is essence of contract or not depends on intention of parties. In spite of an express stipulation being there in the contract, still time factor cannot be urged to avoid the contract; it depends on facts and circumstances of each case. But in a contract for sale of an immovable property, the general proposition is time is not essence of contract. If the vendor treats time to be essence of contract, the burden is upon him to prove it. As it is a factual aspect, it must be expressly pleaded.

12. In this case, the defendants have not pleaded that time was essence of contract, and probably for this reason the trial court did not frame an issue in that regard and therefore there did not arise any occasion for the trial court to deal with it. Sri Arun Shyam referred to para 14 of the written statement and argued that from what is stated there, an inference can be drawn that the defendants meant time to be essence of contract. In the said para it is stated that the plaintiffs had agreed to pay



the entire agreed amount within the stipulated period as stated in the agreement and payment of agreed amount was the condition precedent for completion of legal formalities. It is further averred that the plaintiffs were not in a position to pay the agreed amount and did not comply with terms of the agreement, and for which reason they issued a notice canceling the agreement. These averments do not indicate that a time frame was set for completion of contract, at the most these sentences may convey a meaning that balance of consideration was required to be paid on or before certain dates. If time is essence of contract according to the vendor, he must plead about it specifically and provide proof for that. Pleading is a statement containing assertion of material facts, and in relation to issues that arise from the pleadings, evidence must be provided by the party on whom burden of proof lies. If any inference is to be drawn, it is only from the evidence brought on record and not from the pleadings. Therefore no inference as to time



being essence of contract can be drawn from para 14 of the written statement.

13. The argument of Sri Arun Shyam cannot be accepted for yet another reason. On the aspect of time being essence of contract, the trial court did not frame an issue as there was no pleading to that effect in the written statement. And obviously there is no finding on that matter. Therefore in the appeal, the appellant cannot raise that point. Appeal is not defined in Code of Civil Procedure. But the meaning that can be assigned is that appeal is nothing but complaint against judgment of trial court. The party who makes complaint in the form of appeal must point out errors in the judgment of the trial court.

14. If cross-examination of PW1 is seen, a suggestion was given to him that in para 5 of Ex.P24 it is stated that time was made essence of contract, and then drawing his attention to para 7 of Ex.P24, an answer was extracted from him that its contents are correct. Ex.P24 is



the certified copy of application filed under Order 23 Rule 3 of CPC in the suit filed by Rajendra Gaikwad against the defendants. The trial court has just referred to Ex.P24 as one of the documents marked on behalf of the plaintiffs and there is no discussion on it. Probably the plaintiffs produced Ex.P24 to prove that the suit filed by Rajendra Gaikwad ended in a compromise. Merely for the reason that PW1 admitted that there is a stipulation in Ex.P24 that time was essence of contract, such a condition cannot be extended to contract between the plaintiffs and the defendants. And for this reason there is no scope for using Ex.P24 against the plaintiffs. Thus seen the defendants cannot contend that time was essence of contract, and there was no need for the trial court to give a finding that time was essence of contract. Point No. (i) is accordingly answered.

Point No. (ii)

15. Before answering this point, it is necessary to examine the findings recorded by the trial court in regard



to payment of Rs.20,00,000/- to the defendants on 15.4.2010. It is held by the trial court that the plaintiffs' version about payment can be believed, and to arrive at this conclusion, the trial court has believed the oral testimony of PW3 and the fact of execution of power of attorney, Ex.P18, by the defendants in favour of the plaintiffs on 15.4.2010. So far as payment of Rs.20,00,000/- on 15.4.2010 is concerned, PW1 has stated in his affidavit that Rs.3,50,000/- was paid to defendant No.2 through a cheque and Rs.16,50,000/- by way of cash in presence of PW3. When he was cross-examined with regard to mode of payment, he disclosed that he had availed loan of Rs.3,50,000/- from Adinath Cooperative Society and the said amount was credited to the account of defendant No.2. And the plaintiffs would try to prove that they paid balance of Rs.16,50,000/- in the presence of PW3. But PW1 has clearly admitted that he has no document to show total payment of Rs.20,00,000/- on 15.4.2010. PW1 has answered in the cross-examination that nothing is stated in Ex.P17 about



payment of Rs.3,50,000/- to defendant No.2 on 17.2.2010. The trial court has considered certain answers elicited from PW1 as indicative of payment of Rs.3,50,000/- to the defendants. But it is very difficult to accept the plaintiffs stand about making payment of Rs.20,00,000/- on 15.4.2010. The plaintiffs must be definite in their stand about making any payment. Instead of stating in the plaint that Rs.20,00,000/- was paid, they could have as well pleaded that Rs.3,50,000/- was remitted to the bank account of defendant No.2 and the balance was paid by way of cash. When they issued reply to defendants' notice, they could have stated about bank remittance and payment by cash in presence of PW3. Instead they expect the court to draw inference about payment of Rs.20,00,000/- with reference to execution of power of attorney. Power of attorney might have been executed by the defendants, but it is not a proof for payment of money. If it contains a reference to payment, it would have been a good piece of evidence. The plaintiffs could have obtained endorsement on the



agreement itself about the payment of Rs.20,00,000/-. Therefore there is no probability in the plaintiffs' version in this regard.

16. For exercising discretion to grant decree of specific performance in favour of the plaintiffs, the trial court has mainly relied on the answer of DW1 in the cross-examination that if the plaintiffs were ready to pay consideration at the increased rate on par with present market value, they were ready to execute the registered sale deeds in favour of the plaintiffs. It is true that DW2 has given answers like this. This shows clear intention of defendants that they want escalation in sale consideration. The other circumstances are also very important here. It is not in dispute that they first entered into an agreement with Rajendra Gaikwad and that they cancelled the agreement. Thereafter they entered into contract with the plaintiffs. Their intention as to why they wanted to sell the suit property manifests from the terms of contract found in Ex.P1. It is clearly recited that the party of the first part



to the agreement, i.e., the defendants were not interested to hold the property and hence they offered it for sale or for development. Ex.P6 is the copy of the agreement with Rajendra Gaikwad and it is clearly mentioned there that the defendants were not interested to hold the property. To be more clear Ex.P1 is almost replica of Ex.P6. It is not the case of the defendants that they took the decision of selling the suit property to meet some exigencies. It shows their clear intention to sell as they were not able to hold the possession. And in regard to the suit filed by Rajendra Gaikwad, it appears that there was a settlement, and that suit is not pending. In this view, in spite of the fact that there is no acceptable evidence in regard to making payment of Rs.20,00,000/- on 15.4.2010 still discretion can be exercised in favour of the plaintiffs to grant specific performance.

17. We may mention here that the parties were directed to think of working out a solution at an escalated price agreeable for both the parties keeping in mind the



passage of 14 years since the date of agreement. While the plaintiffs were agreeable, the defendants insisted on present market value to which the plaintiffs were not agreeable.

18. As it is found that the trial court is justified in granting decree for specific performance, the judgment is to be confirmed, but with a modification by increasing the sale consideration. Though the view is that passage of time and rise in the property value cannot be a ground for denying the relief for specific performance, there are instances where the specific performance has been granted by directing the purchaser to pay additional sum to the vendor by way of compensation. In this regard, some judgments of the Supreme Court may be referred. In ***Gobind Ram Vs. Gian Chand [AIR 2000 SC 3106]*** the purchaser was directed to deposit a further sum of Rs.3,00,000/- to be paid to the vendor noticing the increase in the prices of real estate properties and also



noticing the conduct of the vendor to wriggle out of contract in view of escalation in price.

19. In another decision of the Supreme Court in ***Satya Jain (D) Thr. LRs and Others Vs. Anis Ahme\ d Rushdie [AIR 2013 SC 434]***, it is held as below :

"29. The twin inhibiting factors identified above if are to be read as a bar to the grant of a decree of specific performance would amount to penalizing the plaintiffs for no fault on their part; to deny them the real fruits of a protracted litigation wherein the issues arising are being answered in their favour. From another perspective it may also indicate the inadequacies of the law to deal with the long delays that, at times, occur while rendering the final verdict in a given case. The aforesaid two features, at best, may justify award of additional compensation to the vendor by grant of a price higher than what had been stipulated in the agreement which price, in a given case, may even be the market price as on date of the order of the final Court."

20. Sri Arun Shyam has relied on the judgment of the Supreme Court in the case of ***I.S.Sikandar (dead) by L.Rs vs K.Subramani and Others [(2013) 15 SCC***



27] in support of his argument that the plaintiffs ought to have sought a declaration that termination of contract was illegal. It is true that in para 37 of the cited judgment it has been observed that the plaintiff has not sought for declaratory relief to declare the termination of agreement of sale as bad in law, and in the absence of such prayer by the plaintiff, the original suit filed by him before the trial court for specific performance and permanent injunction is not maintainable in law. This observation of the Supreme Court must be understood in the light of facts of that case. The facts show that the vendors rescinded from the contract by issuing a notice and called upon the plaintiffs to return the original documents of the property and made it clear that on the failure of the plaintiff to do so on or before 10.4.1985 the agreement would stand terminated. Thereafter the suit for specific performance came to be filed. Defendants 1 to 4 were placed ex-parte in spite of service of summons to them. The appellant therein got impleaded stating that he had purchased the property from defendants 1 to 4 under a sale deed dated



30.5.1985. These facts show that property had been sold subsequent to termination of the contract, probably this could be the reason for such an observation being made by the Supreme Court. In this case, the same is not the position. Having regard to the scope of suit for specific performance, even if it was pleaded that contract is terminated, the purchaser can treat it as a breach of contract to enforce specific performance. It is not necessary that in all circumstances notice must be challenged. The judgment cited by Sri Arun Shyam can be distinguished on facts.

21. Now to determine the sum to be paid by the plaintiffs to the defendants, we may adopt a simple calculation. It is to be noted here that after the suit was decreed the plaintiffs deposited a sum of Rs.40,90,000/- before the trial court on 24.01.2017 towards the balance sale consideration amount as per the decree. As our discussion shows that the plaintiffs are still due in a sum of Rs.20,00,000/- as their plea about making payment of this



sum on 15.4.2010 is not acceptable, we have to calculate the escalated value only with reference to this Rs.20,00,000/-. It was brought to our notice from the defendants' side during hearing that the present market value of the entire suit property is Rs.13 crores. If we calculate the present value of Rs.20,00,000/- which was due as on 15.4.2010, it comes to Rs.3,42,55,599/- as per the calculation made below :

$$\frac{13,00,00,000}{75,90,000} \times 20,00,000 = 3,42,55,599/- \text{ (a)}$$

22. A sum of Rs.40,90,000/- is lying in court deposit since 24.1.2017. That means for the last five years nine months the said sum has not fetched any interest. If we calculate the interest for five years nine months at the highest possible rate of 18%, the interest works out to Rs.42,33,150/- (b)

$$23. (a) + (b) = \text{Rs.}3,84,88,749/-.$$

24. We may add further sum to make a round figure Rs.4,00,00,000/-. It is to be noted here that the plaintiffs



were readily agreeable for paying this amount to the defendants. We find that the sum of Rs.4,00,00,000/- is a reasonable figure. Therefore from the above discussion we proceed to pass the following :

ORDER

- (i) Appeal is dismissed confirming the judgment of the trial court but with a modification as below :
 - (a) The defendants are directed to execute sale deed of the suit property in favour of the plaintiffs by receiving a further sum of Rs.4,00,00,000/- (Rupees Four Crores).
 - (b) The plaintiffs are hereby directed to deposit Rs.4,00,00,000/- (Rupees Four Crores) before the trial court within three months from today.
 - (c) On failure of the defendants to execute the sale deed in spite of



deposit being made by the plaintiffs,
the latter can apply to court in
accordance with Order 21 Rule 32 or
34 CPC to have the sale deed
executed.

- (d) There is no order as to costs.
- (e) All the pending applications stand
disposed of.

Sd/-
(SREENIVAS HARISH KUMAR)
JUDGE

Sd/-
(T. G. SHIVASHANKARE GOWDA)
JUDGE