



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF MARCH, 2026

PRESENT

THE HON'BLE MRS. JUSTICE ANU SIVARAMAN

AND

THE HON'BLE MR. JUSTICE T.M.NADAF

REGULAR FIRST APPEAL NO. 188 OF 2023 (SP)

BETWEEN:

1. MR. MADHURAJ
S/O H.V. NAGARAJ
AGED ABOUT 34 YEARS
R/AT KOTHAKOTE VILLAGE
BAGEPALLI TALUK
CHIKKABALLAPUR DISRICT-561 207

2. MR. CHANDRASHEKAR REDDY T. S.
S/O P. SHIVAREDDY
AGED ABOUT 31 YEARS
R/AT E. THIMMASANDRA VILLAGE
SIDDLAGATTA TALUK
CHIKKABALLAPUR DISTRICT-563 159

...APPELLANTS

(BY SMT. SOWMYA SHREE G., ADVOCATE FOR
SRI. SRINIVASA REDDY R.V., ADVOCATE)

Digitally
signed by
RAKSHA
Location:
High Court
of Karnataka



AND:

1. SMT. P. KANAKALAKSHMI
W/O LATE GOPAL RAO
AGED ABOUT 57 YEARS
R/AT. PARGODU VILLAGE
KASABA HOBLI
BAGEPALLI TALUK
CHIKKABALLAPUR DISTRICT-561 207

2. SRI. P. RAGHUNATHA RAO
S/O VASANTHAPPA
AGED ABOUT 60 YEARS
R/AT PARGODU VILLAGE
KASABA HOBLI
BAGEPALLI TALUK
CHIKKABALLAPUR DISTRICT-561 207

...RESPONDENTS

(RESPONDENT No.1 AND 2 ARE SERVED)

THIS RFA IS FILED UNDER SECTION 96 R/W ORDER 41
RULE 1 OF CPC., AGAINST THE JUDGMENT AND DECREE
DATED 21.10.2022 PASSED IN OS No.136/2018 ON THE FILE
OF THE SENIOR CIVIL JUDGE, BAGEPALLI , DECREERING THE
SUIT FOR SPECIFIC PERFORMANCE OF CONTRACT.

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



CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

(PER: HON'BLE MRS. JUSTICE ANU SIVARAMAN)

This Regular First Appeal is filed against the judgment dated 21.10.2022, passed in O.S.No.136/2018, by the Senior Civil Judge at Bagepalli (the 'Trial Court' for short).

2. We have heard Smt. Sowmya Shree G., learned counsel appearing for the appellants. There is no appearance for the respondents.

3. The suit was filed seeking specific performance of agreement for sale dated 21.10.2015 executed between the plaintiffs/appellants on the one hand and defendants No.1 and 2 on the other hand. It is submitted that the total sale consideration as per the agreement for sale was Rs.45,00,000/-. An amount of Rs.20,00,000/- had been



paid as advance sale consideration by the plaintiffs to defendants No.1 and 2.

4. The trial Court framed the following issues for consideration:

"ISSUES

- 1) Whether the plaintiffs prove that the defendants have offered to sell the suit schedule property for valuable consideration of Rs.45,00,000/-?*
- 2) Whether the plaintiffs and defendants have entered into an agreement of sale dated 21.10.2015 and received earnest money of Rs.20,00,000/- from the plaintiffs?*
- 3) Whether the plaintiffs have been ready and willing to perform their part of contract?*
- 4) Whether the plaintiffs are entitled for the relief as prayed for?*
- 5) What order or decree?"*

5. It is contended that issues No.1 and 2 were found in the 'affirmative' by the trial Court. However, with regard to issue No.3, whether the plaintiffs were ready and willing to perform their part of the contract, same was found 'partly in the affirmative' by the trial Court. Further,



it was held that since defendant No.2 had appeared and admitted that the plaintiffs had been ready and willing to perform their contract, the readiness and willingness of the plaintiffs was found in the affirmative as regards defendant No. 2. However, though defendant No.1 remained *ex-parte*, the trial Court found that the plaintiffs had not proved their readiness and willingness to perform their contract so far as defendant No.1 is concerned.

6. Learned counsel appearing for the appellants submits that the plaintiffs were always ready and willing to carry out their obligations under the contract and that the balance amount of Rs.25,00,000/- was available in their account as on the date when the notice had been issued that is on 15.04.2018. It is submitted that the suit was filed on 05.06.2018 and on that date as well, the amount was available in the account.

7. Learned counsel appearing for the appellants has filed an application seeking to produce the statement



of account of appellant No.1 held in Canara Bank, Bhuvaneshwari Nagar Branch, Bengaluru. A perusal of the account statement makes it clear that an amount of Rs.43,86,220.05/- was available in the bank account of appellant No.1 from 01.01.2018, and till 26.07.2018 an amount of Rs.29, 63,273.51/- was available. We notice that the balance sale consideration payable to defendant No.1 was Rs.12,50,000/-.

8. We have considered the contentions advanced. We notice that defendant No.2 had appeared and admitted the plaint averments. Therefore, as regards defendant No.2, the trial Court has found that the plaintiffs were ready and willing to perform their part of the contract. It is only with regard to defendant No.1, who did not enter appearance and remained *ex-parte* that the trial Court found the readiness and willingness of the plaintiffs to be lacking. Further, the plaintiffs have now produced evidence in this case to show that amounts were available



in plaintiffs' account at the time when the legal notice was issued as also when the suit was filed.

9. Learned counsel appearing for the appellants further submits that the appellants would deposit the balance sale consideration due to defendant No.1, within four weeks, if the judgment and decree is set aside and permission is granted.

10. Having considered the contentions advanced, we are of the opinion that in view of the fact that the trial Court had found the readiness and willingness in the affirmative as regards defendant No. 2, the finding that there was no readiness and willingness as regards defendant No.1, who had not entered appearance in the suit cannot be sustained. The learned counsel for the appellants would also submit that the appellants will deposit the balance sale consideration in the Court below.



11. In the above factual situation, we are of the opinion that the appellants are liable to succeed in this appeal. Accordingly:

- (i) The appeal is ***allowed***.
- (ii) The dismissal of the suit as regards defendant No.1 is set aside.
- (iii) Defendant No.1 is directed to execute the registered Sale Deed in respect of his half share in the Plaint Schedule Property by receiving the balance sale consideration from the plaintiffs, within three months from the date of receipt of certified copy of this judgment, failing which, the plaintiffs are permitted to get the sale deed executed through Court.
- (iv) The plaintiffs shall deposit the balance sale consideration before the trial Court, within a period of four weeks from today.
- (v) No costs.



**NC: 2026:KHC:13932-DB
RFA No. 188 of 2023**

All pending interlocutory applications are
disposed of.

**Sd/-
(ANU SIVARAMAN)
JUDGE**

**Sd/-
(T.M.NADAF)
JUDGE**

PN
List No.: 1 Sl No.: 22