



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE V SRISHANANDA

REGULAR SECOND APPEAL NO. 981 OF 2026 (SP)

BETWEEN:

1. SMT. KEMPAMMA
W/O LATE BOREGOWDA
D/O LATE DEVAMMA
AGED ABOUT 82 YEARS.

BASAVEGOWDA
DEAD BY LEGAL REPRESENTATIVES

2. SMT MANJULA
W/O LATE BASAVEGOWDA
AGED ABOUT 62 YEARS

3. SUKESHA
S/O LATE BASAVEGOWDA
AGED ABOUT 45 YEARS

4. SHRUTHI
D/O LATE BASAVEGOWDA
AGED ABOUT 42 YEARS

5. SMT BHAGYAMMA
W/O LATE KARIGOWDA
AGED ABOUT 54 YEARS

6. JAVAREGOWDA
S/O LATE BOREGOWDA
AGED ABOUT 50 YEARS.

Digitally signed by
DHANALAKSHMI
MURTHY
Location: HIGH
COURT OF
KARNATAKA



7. MANJUNATHA
S/O LATE BOREGOWDA
AGED ABOUT 48 YEARS.
8. LOKESHA
S/O LATE BOREGOWDA
AGED ABOUT 45 YEARS
ALL ARE AGRICULTURISTS AND
R/AT SINGRIGOWDANA KOPPALU VILLAGE
MANIKYANAHALLI DAKHLE
MELUKOTE HOBLI, PANDAVAPURA TALUK
MANDYA DISTRICT-571 434.

...APPELLANTS

(BY SRI. RAGHU K S., ADVOCATE AND
SRI. SHASHANK K.C., ADVOCATE)

AND:

THAMMANNE GOWDA
S/O LATE SINGRIGOWDA
AGED ABOUT 72 YEARS
AGRICULTURIST AND
R/AT SINGRIGOWDANA KOPPALU VILLAGE
MANIKYANAHALLI DAKHLE
MELUKOTE HOBLI, PANDAVAPURA TALUK
MANDYA DISTRICT-571 434

...RESPONDENT

(BY SRI. ANANDARAMA K., ADVOCATE C/R)

THIS RSA IS FILED UNDER SECTION 100 OF CPC.,
AGAINST THE JUDGMENT AND DECREE DATED 05.03.2026
PASSED IN RA NO.48/2025 ON THE FILE OF PRL. SENIOR CIVIL
JUDGE AND JMFC, PANDAVAPURA., DISMISSING THE APPEAL
AND CONFIRMING THE JUDGMENT AND DECREE DATED
06.06.2025 PASSED IN OS NO.47/2014 ON THE FILE OF CIVIL
JUDGE AND JMFC, PANDAVAPURA.



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

CORAM: HON'BLE MR. JUSTICE V SRISHANANDA

ORAL JUDGMENT

Heard Sri K.S.Raghu for the appellant and Sri
Anandarama K., for the respondent.

2. Defendants in O.S.No.47/2014 are the appellants,
challenging the decree of the Trial Court, directing the
appellants to execute the sale deed pursuant to the
agreement of sale entered into by them with the plaintiff.

3. The facts of the case are as under:

3.1. A suit for specific enforcement of agreement to
sell executed by Kempamma and her children (few of
them), on 06.07.2012.

3.2. In the plaint, it is contended that Smt.
Devamma, W/o. Gosai Ugregowda @ Gosai Kempegowda,
died leaving behind Kempamma as her only heir and she
inherited the suit property. Defendant Nos. 2 and 4 to 6



are the sons of defendant No. 1 and defendant No. 3 is none other than the daughter-in-law of the first defendant. According to the plaintiff, all these people constituted undivided joint family and furthermore the first defendant being the only heir of her mother, she had inherited the suit properties after her death on 22.12.2011, but, revenue records still continued in the name of Devamma.

3.3. Further, it is contended that the defendants, being the joint family members, for their legal necessity, agreed to sell the suit property for a valuable consideration of Rs. 2,85,000/- and thus a registered agreement to sell came into existence on 06.07.2012. At the time of the agreement, a sum of Rs.1,50,000/- was paid as the advance sale consideration and it was agreed that the balance amount of Rs.1,35,000/- would be paid at the time of registration of the sale deed. Since there was no compliance on the side of the defendants, plaintiff was constrained to file a suit for specific enforcement of the contract.



4. In the written statement, it is contented that the agreement is incapable of performance as all the children of Kempamma are not made as parties to the suit. So also, the children of one of the sons, namely Karigowda, has not been made as a party though his wife is made as a party - defendant No.2 and thus sought for dismissal of the suit.

5. Learned trial judge, after raising necessary issues recorded the evidence of the parties and on consideration of the material evidence on record, decreed the suit of the plaintiff. Operative portion of the Trial Court order reads as under:

"The suit of the plaintiff for the relief of specific performance of contract is hereby decreed.

The defendants are hereby directed to execute sale deed in pursuance of agreement of sale dated 06.07.2012 in favour of the plaintiff on receipt of balance sale consideration of Rs.1,35,000/- within three months. In the event of failure on the part of defendants, the plaintiff at liberty to get the property registered through the process of law.

Draw decree accordingly".



6. Being aggrieved by the same, defendants filed an appeal before the I Appellate Court in R.A.No.48/2025.

7. Learned judge in the I Appellate Court, after securing the records, heard the arguments of the parties in detail and on re-appreciation of the material evidence on record, dismissed the appeal of the defendants, inter alia, holding in para Nos. 26 and 27 as under:

- 26. *Further it indicates from trial court record that, defendant No.1 has been examined as DW1, she reiterated the content of Written Statement in her chief examination. Ex.D1 to Ex.D3 marked through her on behalf of all the defendants. On perusal of Ex.D1 it indicates that, it is a computerized RTC for the year 2024-25 of bearing Sy.No. 242/2 of Manikyanahalli village, Melukote Hobli, Pandavapura Taluk On perusal of column No.3 and 9 of RTC it indicates that, 1 acre 26 guntas stood in the name of Devamma W/o Gosai Kempegowda. In column No.10, it is specifically mentioned that, MR 35/1995-96 division. Further it indicates from Ex.D2 that, it is a computerized mutation extract MR T99/2017-18. On perusal of its contents it reveals that, one Devamma W/o Gosai Kempegowda had landed property of 1 acre 26 guntas in Sy.No.242/*/2 and one*



Thammannegowda S/o Singrigowda had landed property of 20 guntas in Sy.No.242//5. On perusal of Ex.D3, it indicates that, it is a self- declaration affidavit before notary of one Kempamma/defendant No.1 pertains to her family from Gosai Kempegowda. On perusal of its contents,it indicates that, Gosai Kempegowda had wife by name late Devamma. Both had sole daughter by name Kempamma W/o late Hurali Boregowda @Boraiah. Kempamma and Hurali Boregowda @ Boraiah had 7 children by name 1. late Basavegowda, 2. late Karigowda 3. Javaregowda, 4. Kamalamma, 5. Manjunath.S.B., 6. S.B.Shanthamma and 7. Lokesha. Late Basavegowda has wife Smt. Manjula and she had 2 children by name 1. Sukesh and 2. Shruthi. Late Karigowda had wife by name Bhagyamma. Late Karigowda and Bhagyamma had 3 children by name 1. L.K.Ravi, 2. S.K.Chandra and Divya. She has been subjected cross examination by plaintiff counsel. During course of cross-examination, she herself admitted that, she is the only daughter to Devamma. Further, admitted that on 30.09.2002 herself and her mother executed sale deed in favour of the plaintiff for the marriage of her daughter Shanthamma with respect to Sy.No.242/2 to an extent of 20 guntas. The said property was standing in the name of plaintiff and he is in possession of the same. Further she admitted that, she is the kartha of the family. She admitted the*



photographs and signatures of herself and her children on Ex.P.1. Further it is suggested that, “
ದಿನಾಂಕ 06.07.2012 ರಂದು ನಾನು, ನನ್ನ ಸೊಸೆ ಮತ್ತು ಮಕ್ಕಳು
ದಾವಾ ಸ್ವತ್ತನ್ನು ಮಾರಾಟ ಮಾಡುವುದಾಗಿ ರೂ.2,85,000/- ಕ್ಕೆ
ಕ್ರಯದ ನಿಶ್ಚಯವಾಗಿ ಆ ದಿನ ಸಾಕ್ಷಿದಾರರ ಸಮ್ಮುಖ
ರೂ.1,50,000/- ವನ್ನು ಮುಂಗಡವಾಗಿ ವಾದಿಯ ಹಣವನ್ನು
ನೀಡಿದ್ದು, ನಾವು ನೋಂದಾಯಿತ ಕ್ರಯದ ಕರಾರನ್ನು
ಉಪನೋದಣಾಧಿಕಾರಿಯವರ ಕಚೇರಿಯಲ್ಲಿ ಬರೆದುಕೊಟ್ಟಿದ್ದೇವೆ
ಎಂದರೆ ಸರಿಯಲ್ಲ. ಸಾಕ್ಷಿಯು ಸಾಲ ಪಡೆದುಕೊಂಡಿದ್ದವು ಮಾರಾಟ
ಮಾಡುವುದಾಗಿ ಹೇಳಿರಲಿಲ್ಲ ಎಂದು ನುಡಿಯುತ್ತಾರೆ”.

- 27. In this background this court meticulously perused oral and documentary evidence placed by both parties before trial court that, as per the recital of sale-agreement dated 06.07.2012, the defendants have executed sale-agreement in favour of plaintiff. A clearly mentioned in Ex.P1 " ದಿನಾಂಕ 06.07.2012 ರಂದು ಪಾಂಡವಪುರ ತಾಲ್ಲೂಕು ಮೇಲುಕೋಟೆ ಹೋಬಳಿ ಮಾಣಿಕ್ಯನಹಳ್ಳಿ ದಾಖಲೆ ಸಿಂಗ್ರೀಗೌಡನಕೊಪ್ಪಲು ಗ್ರಾಮದಲ್ಲಿ ವಾಸವಾಗಿರುವ ಲೇಟ್ ಸಿಂಗ್ರೀಗೌಡರವರ ಮಗ ತಮ್ಮಣ್ಣೇಗೌಡ ರವರಿಗೆ ಮಂಡ್ಯ ಜಿಲ್ಲೆ ಪಾಂಡವಪುರ ತಾಲ್ಲೂಕು ಮೇಲುಕೋಟೆ ಹೋಬಳಿ ಮಾಣಿಕ್ಯನಹಳ್ಳಿ ದಾಖಲೆ ಸಿಂಗ್ರೀಗೌಡನಕೊಪ್ಪಲು ಗ್ರಾಮದಲ್ಲಿ ವಾಸವಾಗಿರುವ ಲೇಟ್ ಗೋಸಾಯಿ ಕೆಂಪೇಗೌಡರವರ ಹೆಂಡತಿ ಲೇಟ್ ದೇವಮ್ಮರವರ ಮಗಳು ಕೆಂಪಮ್ಮ ಆದ ನಾನು ಮತ್ತು ನನ್ನ ಮಕ್ಕಳಾದ 1ನೇ ಬಸವೇಗೌಡ, 2ನೇ ಲೇಟ್ ಕರೀಗೌಡರವರ ಹೆಂಡತಿ ಬಾಗ್ಯಮ್ಮ, 3ನೇ ಜವರೇಗೌಡ, 4ನೇ ಮಂಜುನಾಥ, 5ನೇ ಲೋಕೇಶ ಆದ ನಾವು ಬರೆಯಿಸಿಕೊಟ್ಟ ಖುಷ್ತಿ ಜಮೀನಿನ ಕರಾರುಪತ್ರದ ಕ್ರಮವೇನೆಂದರೆ ಅದಾಗಿ ನಮ್ಮ ದರದು ನಿಮಿತ್ತವಾಗಿ ಅಂದರೆ



ನಾವು ಬೇರೆ ಕಡೆ ವ್ಯವಹಾರವನ್ನು ರೂಢಿಸಿಕೊಳ್ಳಲು ಮೊಬಲಗು ಬೇಕಾಗಿರುವುದರಿಂದ ಈ ಕೆಳಕಂಡ ಸ್ವತ್ತು ನನ್ನ ತಾಯಿಯವರಾದ ದೇವಮ್ಮರವರ ಹೆಸರಿನಲ್ಲಿ ಖಾತೆ ಇದ್ದು ನನ್ನ ತಾಯಿಯವರಾದ ದೇವಮ್ಮರವರು ದಿನಾಂಕ:22.12.2011 ರಂದು ಮರಣ ಹೊಂದಿರುತ್ತಾರೆ. ಹೀಗಿರುವಲ್ಲಿ ಹಾಲಿ ನಮ್ಮಗಳ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲಿರುವ ಈ ಕೆಳಕಂಡ ಷೆಡ್ಯೂಲ್ ನಲ್ಲಿ ನಮೂದಿಸಿರುವ ಬಸವೇಗೌಡ, ಮಂಜುನಾಥ ಮತ್ತು ಲೋಕೇಶ ರವರ ಹಿಸ್ಸೆಗೆ ಸೇರಿದ ಸ್ವತ್ತನ್ನು ನಿಮಗೆ ನಗದು ಗೌರ್ನಮೆಂಟ್ 2 ಲಕ್ಷದ 85 ಸಾವಿರ ರೂ. ಗಳಿಗೆ ಕೊಡುವುದಾಗಿ ಒಪ್ಪಿ ಈ ದಿವಸ ಈ ಪತ್ರಕ್ಕೆ ಸಾಕ್ಷಿ ಹಾಕಿರುವವರ ಸಮಕ್ಷಮ ಒಂದು ಲಕ್ಷದ 50 ಸಾವಿರ ರೂ ಗಳನ್ನು ಅಡ್ವಾನ್ಸ್ ಆಗಿ ಪಡೆದುಕೊಂಡಿರುತ್ತವೆ. ಕ್ರಯದ ಬಾಬು ಉಳಿಕೆ ಮೊಬಲಗು 1,35,000 ರೂ ಗಳನ್ನು ಈ ತಾರೀಖಿನಾಗಲಾಯ್ತು ಒಂದೂವರೆ ವರುಷದ ಅವಧಿಯಲ್ಲಿ ಹಣ ಜೊತೆ ಮಾಡಿಕೊಂಡು ಒಂದು ನಮಗೆ ಪಾವತಿ ಮಾಡಿ ನಿಮ್ಮ ಖರ್ಚಿನಿಂದ ಕ್ರಮವಾದ ಕ್ರಯಪತ್ರವನ್ನು ಬರೆಸಿಕೊಳ್ಳತಕ್ಕದ್ದಾಗಿರುತ್ತದೆ. ಸದರಿ ಅವಧಿಯಲ್ಲಿ ನೀವು ಕ್ರಯದ ಬಾಕಿ ಹಣವನ್ನು ತಂದು ನಮ್ಮನ್ನು ರಿಜಿಸ್ಟರ್ ಗಾಗಿ ಕರೆದಾಗ ಸದರಿ ಸ್ವತ್ತನ್ನು ನನ್ನ ಹೆಸರಿಗೆ ಖಾತೆ ಮಾಡಿಸಿಕೊಂಡು ಪೋಷು, ದುರಸ್ತಿ ಮಾಡಿಸಿ ಅಳತೆ ಮಾಡಿಸಿ, . . . ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತನ್ನು ನಮ್ಮ ಸ್ವಾಧೀನದಲ್ಲಿಯೇ ಉಳಿಸಿಕೊಂಡಿರುತ್ತೇವೆ." " So, as per Ex.P1 recital the defendants have executed sale-agreement in favour of plaintiff and have received Rs.1,50,000/- from plaintiff in the presence of witnesses to Ex.P1 and defendants have agreed to get change of khatha in their names and execute absolute sale-deed in favour of plaintiff by receiving balance sale-consideration amount of Rs. 1,35,000/- within 1½ years from the date of 06.07.2012. Admittedly, khatha of suit schedule land stood in the name of one Devamma W/o Gosai Kempegowda who is none other than mother of



defendant No.1 and grandmother of defendant No.2 to 6. After lapse of 1½ years, the defendants have not yet get change of khatha or not come forward for execute absolute sale-deed in favour of plaintiff as per the terms and conditions enumerated in Ex.P1. Mandatory legal notice issued by plaintiff duly served on defendants. Despite that, they have not yet replied to the said legal notice. If defendants have good case or merits in their written statement contentions, they would have produce believable documents to substantiate their written statement contentions before trial court. The main arguments of defendants counsel before this court that, khatha of suit schedule stands in the name of Smt. Devamma W/o Gosai Kempegowda. The defendants have not changed khatha in their names. At the time of execution of Ex.P1, defendants have no right to execute Ex.P1 in favour of plaintiff. On perusal of suit schedule property documents, it indicates that, Smt. Kempamma/1st defendant was acquired the schedule property through her mother Smt. Devamma. Further it is relevant to note that, from the materials available on record clearly shows that, Smt. Kempamma inherited property after death of late Devamma. It became her absolute property by virtue of section 14 of Hindu Succession Act. If defendant No.2 to 6 able to show that, Smt.Kempamma died intestate certainly defendant No.2 to 6 being children of defendant



No.1 are entitled for share as per Section 15 of Hindu Succession Act. It is trite law that, as per Section 14 of Hindu Succession Act, when a Hindu woman inherits property from her parents, it becomes her absolute property. She has full authority to sell, gift or mortgage, it has sees fit. Children do not acquire a right by birth in property inherited by their mother from her maternal or paternal side. Inheritance open after death of mother or father. A child's right to such property only arises after the mother's death. If she dies without leaving a Will (intestate) the property is divided equally among her husband and children. Therefore, children of defendant No.1 are not proper and necessary parties in the present case on hand. Even female daughters left out in present suit only male children are parties to the suit, it is not fatal to the case of plaintiff. Further the counsel for defendants vehemently submitted his arguments before this court that, the suit schedule property khatha was not yet stands in the name of defendant No.1. The khatha holder Smt. Devamma W/o Gosai Kempegowda died on 22.12.2011. Ex.P1 executed by defendants on 06.07.2012. The defendants have no perfect title to execute Ex.P1 in favour of plaintiff. Though, trial court has failed to consider all these aspects and wrongly came to conclusion and decreed suit in favour of plaintiff is not in accordance with law. In this background, I have gone through the position of law that, if a



person contracts to sell property with an imperfect title, the purchaser has the right to compel the seller to "make good" the contract once they acquired the interest, court has authority to order the seller to first complete the mutation (transfer of khatha) and then execute the sale-deed. A sale-agreement executed by a legal heir, who has inherited the property is valid. The seller cannot use their own delay in updating administrative records (like khatha) as a shield to escape a contract where they have already received part payment. The mother of defendant No.1 died intestate (without a Will), the property automatically devolved to her legal heirs under the Hindu Succession Act. Ownership passes by operation of law at the moment of death, even before the khatha is officially updated. Khatha is a revenue record for tax purposes, it is not a document of title. U/s. 10 of Specific Relief Act, specific performance is now a mandatory rule rather than a discretionary one provided is, the buyer is ready and willing to pay. Therefore, the arguments canvassed by learned counsel for appellants/defendants does not hold water. Further it is crystal clear from the materials of both parties that, the plaintiff and defendants were entered into sale-agreement on 06.07.2012, the plaintiff had intention to purchase property bearing Sy.No.242/2 of Manikyanahalli village, Melukote Hobli, Pandavapura Taluk, total measuring extent 1 acre



26 guntas, out of which, 38 guntas he get sale-agreement from defendants. At the time of execution of Ex.P1, the plaintiff has paid advance sale-consideration amount of Rs.2,85,000/- in the presence of attesting witnesses and scribe. Both parties have agreed to get change of khatha in their names within 12 years and by receiving balance sale-consideration amount of Rs. 1,35,000/-, the defendants have agreed to execute absolute sale-deed in favour of plaintiff. The prescribed period for performance of contract will ends on 06.01.2014. Before that, the plaintiff issued legal notice and called them to receive balance sale- consideration amount of Rs.1,35,000/- and come and execute absolute sale-deed in favour of plaintiff. The said notice duly served on defendants. Despite that, they not yet come forward or replied. So, this omission of defendants clearly establishes that, they are not ready to perform their part of contract as per the terms and conditions mentioned in Ex.P1. The plaintiff clearly establishes his readiness and willingness to get specific performance of contract before trial court. Ex.P1 was the registered document. Defendant No.1 to 6 have put their signature before office of Sub-Registrar. If plaintiff obtained Ex.P1 by playing misrepresentation or fraud, they can take necessary legal action against plaintiff. Defendant No.5 was the conductor in KSRTC department. Defendant No.6 also literate,



he is also put his signature on Ex.P1. They are an illiterate as contended in their written statement. Further defendants took specific contentions in their written statement before trial court that, Ex.P1 executed for the security purpose, but in order to substantiate their written statement contentions, they have not produced any single scrap document before trial court. The written statement contentions remained as only contentions, they not proved by examine any independent witnesses, expert witnesses or any believable and cogent documents. Such being the case, the trial court rightly decreed suit by giving sound reasons. Therefore, for the above discussion, this court came to conclusion that, the defendants have failed to prove their contentions before trial court. The trial court properly came to conclusion and decreed suit of plaintiff in respect of suit schedule property. Therefore, in the light of said reasons, this court has answered Points No.1 to 4 in the Negative."

8. Being further aggrieved by the same, the defendants have preferred the present appeal.

9. Sri K.S.Raghu, learned counsel for the appellant, reiterating the grounds urged in the appeal memorandum, would contend that, both the courts failed to note that



until and unless all the children of Kempamma are made as parties and children of one of the sons of Kempamma is made as a party, the suit for specific enforcement of the agreement would not arise at all.

10. He would further contend that, there was an opportunity granted by the I Appellate Court to implead all the children of Kempamma as party and also the children of one of the sons, namely, Karigowda as parties to the suit. Despite, plaintiff proceeded with the suit without impleading them.

11. As such, the decree granting specific enforcement of the contract of agreement to sell is incapable of performance and sought for admitting the appeal on the following substantial questions of law:

"(a) Whether the Trial Court is justified in granting the Judgment and Decree in favour of the respondent/plaintiff even though the other two daughters of first appellant namely, Kamamma and Shanthamma have not joined the execution of Ex.P.1, who are proper and necessary parties to Ex.P.1 and thereby Ex.P.1 is not an Agreement of Sale in strict sense of law.



(b) Whether the first appellate court is justified in confirming the Judgment and Decree passed by the Trial Court O.S.47/2014 and further whether the first appellate court is justified in decreeing the suit for specific performance, even though the documentary and oral evidence is insufficient to believe the case of the respondent/plaintiff.

(c) Whether the Judgment and Decree passed by the Courts below decreeing the suit for Specific Performance is justified in the absence of proper and necessary parties, namely, Kamamma and Shanthamma, the other two daughters of first appellant and Ravi, Chandra and Divya - children of appellant No.3 Bhagyamma W/o Late Karigowda, who have not jointed the Execution of Ex.P.1, who are in fact necessary and proper parties to Ex.P.1"

12. Per contra, Sri Anandarama K., learned counsel for the respondent/plaintiff would contend that, both the courts have rightly decreed the suit of the plaintiff and in respect of the defence that has been taken by the defendants in the suit and before this court, a separate suit has already been filed by the remaining children of Kempmma in OS No. 62 of 2023, which is pending consideration.



13. Therefore, the defendants cannot plead for on their behalf in this appeal and both the courts have specifically recorded a finding that the defendants failed to establish that the suit agreement is a loan agreement and therefore, this Court having regard to the scope of Section 100 of Code of Civil Procedure cannot admit the appeal for further consideration.

14. Having heard the arguments of parties, this Court perused the material on record meticulously. On such perusal of the material on record, it is noticed that admittedly the suit property belonged to Devamma. First, it was inherited in toto by Kempamma. Thus, the property becomes the absolute property of Kempamma and her children in the lifetime of Kempamma would not get any share in the property as it is the absolute property of Kempamma under Section 14 of the Hindu Succession Act.

15. Nevertheless, plaintiff contended that it is a joint family property of Kempama, and therefore, took the



signature of the available members of the family of Kempamma and agreement came to be executed.

16. As rightly pointed out by counsel for respondent, if the other two daughters of Kempamma, namely, Shantamma and Kamalamma are aggrieved by the decree, they have already filed a suit in OS No. 62/2023 and the same is being contested.

17. Therefore, only on the ground that Shantamma and Kamalamma, being the children of Kampamma, are not made as parties, specific enforcement of agreement to sale cannot be denied. Moreover, the defence taken by the defendants in the written statement that suit agreement is only a loan agreement, cannot be countenanced in law, as it is a registered document and defendants are not permitted to plead against the contents of the document.



18. Accordingly, this Court does not find any merit in any one of the substantial questions of law to admit the appeal for further consideration.

19. Accordingly, following:

ORDER

Admission declined. Appeal dismissed.

Sd/-
(V SRISHANANDA)
JUDGE

CM
LIST NO.: 1 SL NO.: 82