



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 9TH DAY OF MARCH, 2026
PRESENT
THE HON'BLE MRS. JUSTICE ANU SIVARAMAN
AND
THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL
REGULAR FIRST APPEAL NO.2742/2024 (SP)

BETWEEN:

1. SMT. CHIKKATHAYAMMA
W/O LATE DODDANINGASHETTY
AGED ABOUT 63 YEARS.
2. SRI. D. MAHADEVA
S/O LATE DODDANINGASHETTY
AGED ABOUT 42 YEARS.
3. SRI. PRAKASH .D
S/O LATE DODDANINGASHETTY
AGED ABOUT 39 YEARS.
4. SMT. GOWRI
D/O LATE DODDANINGASHETTY
AGED ABOUT 47 YEARS.
5. SMT. BHAGYA
W/O SIDDARAJU
D/O LATE DODDANINGASHETTY
AGED ABOUT 46 YEARS.

APPELLANTS NO.1 TO 5 ARE
R/AT. H.NO.891, CHIKKAMMANA DEVASTANA
BEEDHI, RAMMANAHALLI POST
KASABA HOBLI, MYSURU - 570 019.

6. SMT. MAHADEVAMMA
W/O CHIKKANINGASHETTY

Digitally signed
by ARSHIFA
BAHAR KHANAM
Location: HIGH
COURT OF
KARNATAKA



AGED ABOUT 59 YEARS
R/AT. H.NO.190, ANCHAYA ROAD
RAMMANAHALLI, MYSURU - 570 019.

7. SMT. PUTTATHAYAMMA
W/O. NANJUNDASHETTY
D/O LATE CHIKKANINGASHETTY
AGED ABOUT 45 YEARS
R/AT. KOWDAWADI
CHAMARAJANAGAR TALUK
AND DISTRICT-571 115.
8. SMT. SUNDARI
W/O BASAVARAJU
D/O LATE CHIKKANINGASHETTY
AGED ABOUT 41 YEARS
R/AT. NO.883, NEAR CHIKKAMMA DEVASTANA
RAMMANAHALLI, KALYANAGIRI
KASABA HOBLI, MYSURU 570 019.
9. SRI. RAJESH
S/O LATE CHIKKANINGASHETTY
AGED ABOUT 39 YEARS
R/AT. NO.190, ANCHYA ROAD
MUDALAKERI, RAMMANAHALLI
MYSURU 570 019.
10. SMT. PREMA
W/O NAGARAJU
D/O LATE CHIKKANINGASHETTY
AGED ABOUT 35 YEARS
R/AT. H.NO.43, NAYAKARA BEEDHI
VARUNA HOBLI, VAJAMANGALA POST
VAJAMANGALA, MYSURU 570 026.
11. SMT. BHAGYA
W/O NATARAJA
D/O LATE CHIKKANINGASHETTY
AGED ABOUT 34 YEARS
R/AT. 2ND BLOCK, RAMMANAHALLI
KASABA HOBLI, KALYANAGIRI



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MYSURU 570 019.

12. SRI. MAHESH
S/O LATE CHIKKANINGASHETTY
AGED ABOUT 25 YEARS
R/AT. H.NO.190, ANCHYA ROAD
RAMMANAHALLI, MYSURU -570 019.

...APPELLANTS

(BY SRI. PRASANNA V.R. ADV.,)

AND:

SRI. SARDHAR PASHA
S/O AMEER JOHN
AGED ABOUT 47 YEARS
R/AT. D.NO.205
KAMANKEREHUNDI GRAMA
RAMMANAHALLI POST
KASABA HOBLI, MYSURU DISTRICT.

...RESPONDENT

(BY SRI. ABHINAV RAMANAND A, ADV.,)

THIS RFA IS FILED UNDER SEC.96 OF CPC., 1908, PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED 30.09.2023 IN O.S.NO.492/2017 PASSED BY THE LEARNED III ADDL. SENIOR CIVIL JUDGE AND CJM, MYSURU, BY ALLOWING THIS APPEAL WITH COST THROUGHOUT IN THE ENDS OF JUSTICE.

THIS APPEAL HAVING BEEN HEARD AND RESERVED ON 25.02.2026, COMING ON FOR PRONOUNCEMENT OF JUDGMENT, THIS DAY **VIJAYKUMAR A. PATIL J.**, DELIVERED THE FOLLOWING:

CORAM: HON'BLE MRS. JUSTICE ANU SIVARAMAN
and
HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL



CAV JUDGMENT

(PER: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL)

This regular first appeal is filed under Section 96 of the Code of Civil Procedure, 1908, by the defendants challenging the judgment and decree dated 30.09.2023 passed in O.S.No.492/2017 by the Court of III Additional Senior Civil Judge and CJM at Mysuru (for short 'the Trial Court').

2. The parties are referred to as per their ranking before the Trial Court.

3. The brief facts leading to filing of this appeal are that the plaintiff filed a suit in O.S.No.492/2017 seeking the relief of specific performance of the agreement of sale dated 11.06.2015. The defendants filed a written statement denying the averments in the plaint and sought for dismissal of the suit. The Trial Court, on consideration of the evidence and the material on record, proceeded to decree the suit by directing the defendants to execute the



registered sale deed in favour of the plaintiff, in terms of the registered agreement for sale dated 11.06.2015, by receiving the balance sale consideration of Rs.14,75,000/- within 3 months from the date of the passing of the judgment. Being aggrieved, the defendants are in appeal.

4. Sri.Prasanna V.R., learned counsel appearing for the appellants-defendants submits that the Trial Court has failed to consider the material on record in its proper perspective. It is submitted that the suit schedule property was agreed to be sold to the plaintiff for a total consideration of Rs.1,00,00,000/- but the plaintiff has fraudulently got the registered agreement of sale dated 11.06.2015 by undervaluing the property at Rs.22,75,000/- in order to avoid the payment of stamp duty for the full market value. It is further submitted that the sale consideration of the property as per the agreement of sale is highly undervalued and if the defendants are forced to execute the sale deed as per the



said value, the same would result in great injustice to the defendants. Hence, he seeks to allow the appeal.

5. *Per contra*, Sri.Abhinav Ramanand. A, learned counsel appearing for the respondent supports the impugned order of the Trial Court and submits that the Trial Court has rightly appreciated the law on the point and proceeded to decree the suit on merits. It is submitted that the Trial Court has rightly considered that the plaintiff has proved the registered agreement of sale dated 11.06.2015. The Trial Court has further considered the readiness and willingness of the plaintiff to perform his part of the contract and decreed the suit, which does not call for any interference. It is also submitted that Section 92 of the Indian Evidence Act, 1872, (for short, 'the Act') clearly states that when the terms of any contract are reduced in the form of a document, then any oral agreement or statement contradicting from its terms shall not be accepted. It is contended that the appeal is



rendered infructuous as the Court Commissioner in the Court proceedings, executed the sale deed in favour of the plaintiff. Hence, he seeks to dismiss the appeal.

6. We have heard the arguments of the learned counsel for the appellants-defendants, the learned counsel for respondent-plaintiff and meticulously perused the material available on record. We have given our anxious consideration to the submissions advanced on both the sides.

7. The point that arises for our consideration is:

"Whether the impugned judgment and decree calls for any interference?"

8. The material on record indicates that the defendants are the owners of land bearing Sy.No.67/2 measuring 1 acre 25 guntas situated at Rammanahalli Village, Kasaba Hobli, Mysuru Taluk. The defendants executed a registered agreement of sale date 11.06.2015 for a total sale consideration of Rs.22,75,000/-. Pursuant



to the said agreement, the defendants received a sum of Rs.8,00,000/- as advance sale consideration and agreed to execute the sale deed within 6 months by receiving the balance sale consideration. The plaintiff approached the defendants seeking to execute the sale deed by receiving the balance sale consideration but the same was consistently postponed. The plaintiff later issued a legal notice dated 03.05.2016 calling upon the defendants to execute the sale deed. The defendants sent reply to the said notice and in turn, the plaintiff sent a further reply to the same.

9. The plaintiff filed a suit in O.S.No.492/2017 seeking specific performance of the agreement of sale dated 11.06.2015. The defendants filed a written statement denying the averments in the plaint. The plaintiff adduced evidence by examining himself as PW-1, one other as PW-2 and got marked documents at Ex.P1 to Ex.P18, whereas the defendants examined a witness as DW-1 and got marked Ex.D1. The Trial Court, after



considering the evidence and the material on record, decreed the suit by directing the defendants to execute the registered sale deed in favour of the plaintiff in terms of the registered agreement of sale dated 11.06.2015 by receiving the balance sale consideration of Rs.14,75,000/- within 3 months from the date of passing of the judgment.

10. The contention of the learned counsel for the appellants is that the consideration for sale of the property was Rs.1,00,00,000/- and the plaintiff has fraudulently registered the agreement of sale at Rs.22,75,000/-. The Trial Court, while considering the said contention has clearly recorded a finding that no evidence or material on record is placed to prove the said assertion of the defendants. Furthermore, the learned counsel for the plaintiff rightly placed reliance on Section 92 of the Act, which is extracted below:

*"92. Exclusion of evidence of oral agreement. –
– When the terms of any such contract, grant or
other disposition of property, or any matter required
by law to be reduced to the form of a document,*



have been proved according to the last section, no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to, or subtracting from, its terms:

Proviso (1). -- Any fact may be proved which would invalidate any document, or which would entitle any person to any decree or order relating thereto; such as fraud, intimidation, illegality, want of due execution, want of capacity in any contracting party, 1 [want or failure] of consideration, or mistake in fact or law.

Proviso (2). --The existence of any separate oral agreement as to any matter on which a document is silent, and which is not inconsistent with its terms, may be proved. In considering whether or not this proviso applies, the Court shall have regard to the degree of formality of the document.

Proviso (3). --The existence of any separate oral agreement, constituting a condition precedent to the attaching of any obligation under any such contract, grant or disposition of property, may be proved.

Proviso (4). --The existence of any distinct subsequent oral agreement to rescind or modify any such contract, grant or disposition of property, may be proved, except in cases in which such contract,



grant or disposition of property is by law required to be in writing, or has been registered according to the law in force for the time being as to the registration of documents.

Proviso (5). -- Any usage or custom by which incidents not expressly mentioned in any contract are usually annexed to contracts of that description, may be proved: Provided that the annexing of such incident would not be repugnant to, or inconsistent with, the express terms of the contract.

Proviso (6). -- Any fact may be proved which shows in what manner the language of a document is related to existing facts."

11. The aforesaid provision makes it clear that when an agreement or a contract has been reduced to a form of a document, then a contradicting oral agreement or a statement shall not be accepted as evidence to override the terms of the written agreement. In the instant case, the terms of the registered agreement of sale are clear with regard to the execution of sale deed for a sum of Rs.22,75,000/-. Therefore, the assertion of the defendants that the consideration was Rs.1,00,00,000/- as per an earlier oral agreement is without any supporting



evidence and also cannot be accepted over the terms of the registered agreement of sale in view of Section 92 of the Act. It is also to be noticed that during the pendency of this appeal, the plaintiff got the sale deed executed through the process of the Court in Ex.P.No.12/2024 by depositing the balance sale consideration as per the decree. Hence, we do not find any error in the said finding recorded by the Trial Court while passing the impugned judgment and decree calling for any interference.

12. For the aforementioned reasons, the appeal is ***dismissed***. Consequently, the pending interlocutory application stands disposed of.

No order as to costs.

Sd/-
(ANU SIVARAMAN)
JUDGE

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE