



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE R DEVDAS

CIVIL REVISION PETITION NO. 892 OF 2024

BETWEEN:

M. DIVYALAKSHMI
W/O MADAN KUMAR K.
AGED ABOUT 40 YEARS,
R/A NO. 39, 2ND FLOOR, 6TH CROSS,
LIC COLONY, JAYANAGAR 3RD BLOCK EAST,
JAYANAGAR, BENGALURU 560 041.

...PETITIONER

(BY SRI. NITIN PRASAD., ADVOCATE)

AND:

CHAITRA B R
D/O B.N. RAVI KUMAR
AGED ABOUT 40 YEARS
R/A NO. G-06, GROUND FLOOR
ELEGANCE LALBAGH VIEW SIDDAPURA
JAYANAGAR 1ST BLOCK
BENGALURU 560 011.

...RESPONDENT

(BY SRI. LATUR SURESH MAHALINGAPPA., ADVOCATE)

THIS CRP IS FILED UNDER SECTION 115 OF CPC,
PRAYING TO CALL FOR RECORDS IN O.S.NO.3423/2021 ON
THE FILE OF THE LXXV ADDITIONAL CITY CIVIL AND

Digitally signed
by JUANITA
THEJESWINI
Location: HIGH
COURT OF
KARNATAKA



SESSIONS JUDGE, BENGALURU (CCH-76) AND SET ASIDE THE
IMPUGNED DATED 20.11.2024 (ANNEXURE-A) AND
CONSEQUENTLY DECREE THE SUIT AS PRAYED FOR AND ETC.,

THIS PETITION, COMING ON FOR ORDERS, THIS DAY,
ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE R DEVDAS

ORAL ORDER

Having regard to the Circular issued by this Court in
RJ No.84/2021 dated 17.08.2021 and since this suit arises
out of Section 6 of the Specific Relief Act, this CRP is
maintainable.

2. This Civil Revision Petition is filed by the plaintiff in
O.S.No.3423/2021 on the file of the learned LXXV Addl.
City Civil & Sessions Judge, (CCH-76), Bengaluru, being
aggrieved by the dismissal of the suit filed by the plaintiff
under Section 6 of the Specific Relief Act, 1963.

3. For the sake of convenience, the parties shall be
referred to in terms of their ranking before the Trial Court.



4. Learned Counsel for the plaintiff submits that it is true that the plaintiff being the owner of the suit schedule property, which is a residential apartment, entered into an agreement with the defendant under a Deed of agreement of sale dated 18.01.2021 agreeing to sell the apartment for a sum of Rs.55,00,000/-. However, it is the contention of the plaintiff that the defendant has taken advantage of the fact that the plaintiff handed over the key of the apartment to the defendant at her request for performing the puja. The defendant who had promised to handover the key back to the plaintiff after the puja did handover the key to the plaintiff. However, the defendant went before the jurisdictional Police Station and raised a complaint against the plaintiff that the plaintiff has forcibly dispossessed the defendant. The police summoned the plaintiff and the key of the apartment was forcibly taken away from the plaintiff and handed over to the defendant. This is the reason why the plaintiff filed the suit under Section 6 of the Specific Relief Act with a prayer to direct



the defendant to quit and deliver vacant possession of the suit schedule property.

5. Learned Counsel submits while pointing out to the impugned judgment that the Trial Court has recorded the facts and thereafter noticed that the evidence has been led by the parties. However, in paragraphs-23 and 24, the Trial Court is of the opinion that it is the contention of the defendant that in terms of Clause-5 of the agreement, the defendant was put in possession and in terms of the said clause, the defendant is protected under Section 53A of the Transfer of Property Act, by way of part performance of the contract. Further, the Trial Court has held that since the defendant has filed another comprehensive suit in O.S.No.5918/2022 seeking specific parties of the contract not only against the plaintiff but also against Sree Thyagaraj Co-operative Bank Limited, Bengaluru, where the plaintiff had obtained loan for purchasing the suit schedule property, the rights of the parties will be decided in the said suit. In the oral testimony of the defendant, it



is stated that the defendant has paid the EMIs on behalf of the plaintiff and in terms of clause 5 of the agreement, the defendant was put in possession of the suit schedule property and therefore, the defendant is protected under Section 53A of the Transfer of Property Act.

6. Nevertheless, it is pointed out that the Trial Court has dismissed the suit on the ground that the defendant has already filed a suit in O.S.No.5918/2022 seeking specific performance of the contract and the rights of the parties will be decided in the said suit.

7. Learned counsel therefore submits that it is evident that the trial Court has not disposed of the suit on merits considering the claim of the plaintiff that the defendant has dispossessed the plaintiff forcibly with the help of the police, by taking away the key from the plaintiff. The learned counsel therefore submits that the impugned judgment passed by the Trial Court may be set aside while remanding the matter back for fresh consideration on merits.



8. Per contra, learned counsel for the defendant submits that the trial Court has recorded the evidence of the parties and has considered the matter on merits and therefore, no infirmity can be found in the impugned judgment.

9. Having heard the learned counsels for the plaintiff and the defendant and on perusing the petition papers, this Court finds that there is sufficient force in the submission made on behalf of the plaintiff. The Trial Court, no doubt, has recorded the evidence of the parties. However, the trial Court has proceeded on the basis of the fact that a comprehensive suit has been filed at the hands of the defendants in O.S.No.5918/2022 and the rights of the parties including the question of possession will be decided in the said suit. Surely, that is not the way of considering the suit filed by the plaintiff under Section 6 of the Specific Relief Act. When it is the contention of the plaintiff that the plaintiff has been dispossessed forcibly with the help of the police, when the keys are taken away



from the plaintiff and handed over to the defendant, the Trial Court was required to consider the grievance of the plaintiff for putting back the plaintiff in possession of the property which is owned by the plaintiff. The suit filed by the defendant is one for specific performance of the contract, to execute a Sale Deed.

10. This Court has also gone through the agreement and does not find such information in Clause 5 of the agreement that the possession of the apartment is handed over to the defendant under part performance. The finding of the trial Court in this regard is *prima facie* unacceptable, having regard to the plain reading of the clauses in the agreement.

11. In that view of the matter, the Civil Revision Petition is ***allowed***. The impugned judgment dated 20.11.2024 in O.S.No.3423/2021 passed by the LXXV Addl. City Civil and Sessions Judge, Bengaluru, is hereby quashed and set aside. The matter stands remitted back to the trial Court for fresh consideration, commencing from



the stage of arguments, since both the learned counsels have accepted that the evidence of the parties have been recorded by the trial Court.

12. Since both the parties are before this Court, the parties are directed to appear before the Trial Court on **9th March 2026** without waiting for further notice. The Trial Court shall endeavour to hear the parties and dispose of the suit as expeditiously as possible and at any rate within a period of three months from **09.03.2026**.

Ordered accordingly.

Sd/-
(R DEVDAS)
JUDGE

JT/-
CT: JL