

In the Court of the First Additional District Judge
Coimbatore

Present: Thiru G. Sundararajan, B.Sc.,B.L.,
I Additional District Judge,
Coimbatore.

Monday the 20th day of July 2026
(Thiruvalluvar Andu 2057, Parabhava varusham, Aadi Thingal 4)

Original Suit No.740/2025
(CNR.No.TNCB01-004792-2025)

A. PrabhuPlaintiff

Vs

D. SelviDefendant

This suit came up on 02.07.2026 for final hearing before this Court in the presence of Thiru. M.Lingeskumar, Advocate for the plaintiff and the defendant called absent, and set exparte and upon hearing plaintiff's side argument, perusing plaint and other connected records, this Court delivers the following:

JUDGMENT

Suit for Specific performance of the contract directing the defendant to receive a sum of Rs.5,00,000/- and execute a sale deed in favour of the plaintiff and upon the failure of the defendant this Court to execute sale deed in favour of the plaintiff **alternatively** directing the defendant to repay the plaintiff the sum of the Rs.15,00,000/- with interest at the rate of 24% per annum from 26.11.2024 till the date of realization and for cost of the suit.

2. Plaintiff averments in brief is as follows: -

The plaintiff stated that on 21.10.2024 the defendant approached the plaintiff stating that the defendant is interested to sell the suit property to the plaintiff and handed over a set of Photostat copies of the documents related to the petition mentioned property. The plaintiff stated that upon verification of the copies of the documents provided by the defendant, the plaintiff found that vide the proceedings of the Special Tahsildar, Coimbatore, Patta No: 24 was granted to the defendant's mother Tholasiammal, under Natham Land Revenue Scheme, dated 20.10.1986. The defendant's mother was in absolute right, continuous possession and uninterrupted enjoyment of the extent of 912 sq.mts situated in S.F.No: 52/1.

The plaintiff stated that the defendant's mother Tholasiammal died on 21-08-1993 leaving her husband, the defendant's father and the defendant as her legal heirs. The defendant's father Rangasamy died on 01.12.2012, leaving the defendant as his only legal heir and ever since the demise of the defendant's parents, the defendant is in the right, title, possession and enjoyment of the property as a legal heir. The defendant is the owner of the property in suit schedule property, vide succession as the legal heir of Late Mrs. Tholasiammal.

The defendant had executed a Power of Attorney Deed, vide Doc.No: 4990/2023, dated 13-04-2023, thereby authorizing her Power Agent, Mr.

Kalaisarasan to act on behalf of the defendant. Upon perusal of the documents the plaintiff found that the said Power Agent Mr. Kalaiarasan, on behalf of the principal, the defendant had executed a registered sale agreement in favour of one Ashok Kumar and Sanjeevi Nathan, vide Doc.No: 5819/2023, dated 03-05-2023.

On 09-06-2023, the parties to the aforesaid sale agreement executed a cancellation of sale agreement vide Doc.No.7959/2023 and accordingly the aforesaid sale agreement deed was cancelled by the parties. The defendant's Power Agent, Mr.Kalaiarasan, on behalf of the defendant, executed a registered sale deed in favour of one Chandiramoorthy and Rajagopalan, vide Doc.No.7960 of 2023 dated 12.06.2023. The said purchasers Chandiramoorthy and Rajagopalan executed a Power of Attorney Deed in favour of Ashok Kumar, vide Doc.No: 10808/2023, dated 08-08-2023, thereby appointing Mr. Ashok Kumar to act on their behalf. The said Chandiramoorthy and Rajagopalan executed a deed for cancellation of the Power of Attorney, vide Doc.No: 14936/2023, dated 28-10-2023. The said Chandiramoorthy and Rajagopalan executed cancellation of the earlier sale deed in Doc. No: 7960/2023, dated 12-06-2023, vide Doc.No: 14937/2023, dated 28-10-2023.

The plaintiff stated that after execution of the aforesaid deeds and documents, the defendant again became the absolute owner of the suit

schedule property and is in right, title, possession and enjoyment of the same till now. On n 26-11-2024, the defendant executed an unregistered sale agreement in favour of the plaintiff, thereby agreeing to sell the undermentioned property for a valuable sale consideration of Rs. 26,00,000/- (Rupees Twenty Lakhs only) and on the same day the defendant received a sum of Rs. 15,00,000/-(Rupees Fifteen Lakhs only) from the plaintiff towards advance amount and also agreed to receive the balance sale consideration of Rs. 5,00,000/- (Rupees Five Lakhs only) and execute a sale deed in favour of the plaintiff within three months from the date of the sale agreement. On 26.11.2024, the defendant handed over the original documents to the plaintiff. During the period of 3 months, the plaintiff often reminded the defendant about his readiness and willingness to perform his part of contract by paying the balance sale consideration and get the sale deed executed in his name. The plaintiff submits that after completion of the 3 months of time, ie.. on 26-02-2025, the plaintiff again approached the defendant stating that he is ready and willing to pay the balance sale consideration of a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) and get the sale deed executed in his name, for which the defendant informed the plaintiff that the defendant will come to the Singanallur Sub-Registrar Office, Singanallur on 27-02-2005 at 10.00 hours and receive the balance sale consideration of Rs. 5,00,000/- and execute a sale deed in the plaintiff's name. But the defendant id not turn up to come to

Singanallur Sub Registrar Office. The plaintiff caused legal notice on 30.04.2025 to the defendant to perform her part of contract. The defendant did not receive the same and did not turn up to receive the balance sale consideration and executed a sale in favour of the plaintiff.

3. Paper Publication effected, but the defendant did not appear, called absent and set *ex parte*.

4. The point for consideration is whether the plaintiff is entitled to the relief of specific performance from the defendant as prayed for?

5. To prove the plaintiff's case, the plaintiff has examined himself as PW1 and Ex.A1 to Ex.A12 have been marked.

6. The plaintiff as PW1 corroborated his plaint averments and filed Ex.A1 to Ex.A12. The Ex.A1 is the Photo copy of 1912 RSR. Ex.A2 is the Photocopy of Power of Attorney deed 13.04.2023. Ex.A3 is the Photocopy of sale agreement dated 03.05.2023. Ex.A4 is the Photocopy of cancellation of sale agreement dated 09.06.2023. Ex.A5 is the Photocopy of sale deed dated 12.06.2023. Ex.A6 is the Photocopy of Power of attorney deed. 08.08.2023. Ex.A7 is the Photocopy of cancellation of Power of Attorney deed dated 28.10.2023. Ex.A8 is the Photocopy of cancellation of Sale deed dated 28.10.2023. Ex.A9 is the sale agreement dated 26.11.2024 entered between plaintiff and the defendant. Ex.A10 is the Legal notice dated 30.04.2025 sent by plaintiff to the defendant. Ex.A11 is the Returned postal

cover. Ex.A12 is the Aadhar card copy of plaintiff Prabhu. So the Ex.A9 and Ex.A10 as well as the evidence PW1 has proved that the plaintiff has been ready and willing to perform his part of contract and only the defendant who failed to execute the sale deed this Court is of the view that the plaintiff is entitled to specific performance of contract.

In the result, the suit is decreed with cost and the plaintiff is directed to deposit the balance sale consideration amount of Rs.5,00,000/- within 30 days from the date of decree and the defendant is directed to execute the sale deed in favour of the plaintiff within 60 days from the date of deposit of balance sale consideration amount. On failure, the plaintiff is entitled to get the sale deed executed through court of law.

Dictated to the Steno-typist, directly typed by her into computer, corrected and pronounced by me in open court on this the 20th day of July 2026.

I Additional District Judge,
Coimbatore.

List of Exhibits marked

For the Plaintiff's side :

Ex.A1		Photo copy of 1912 RSR.
Ex.A2	13.04.2023	Photocopy of Power of Attorney deed 13.04.2023.
Ex.A3	03.05.2023	Photocopy of sale agreement dated 03.05.2023.

Ex.A4	09.06.2023	Photocopy of cancellation of sale agreement dated 09.06.2023.
Ex.A5	12.06.2023	Photocopy of sale deed dated 12.06.2023
Ex.A6	08.08.2023	Photocopy of Power of attorney deed. 08.08.2023.
Ex.A7	28.10.2023	Photocopy of cancellation of Power of Attorney deed dated 28.10.2023.
Ex.A8	28.10.2023	Photocopy of cancellation of Sale deed dated 28.10.2023.
Ex.A9	26.11.2024	Original sale agreement dated 26.11.2024 entered between plaintiff and the defendant.
Ex.A10	30.04.2025	Legal notice dated 30.04.2025 sent by plaintiff to the defendant.
Ex.A11		Returned postal cover.
Ex.A12		Aadhar card copy of plaintiff Prabhu.

For the Defendant's side:-

NIL

List of Witnesses Examined

For the Plaintiff's side-

PW1: 02.03.2026 Prabhu (Plaintiff)

For the Defendant's side:-

NIL

I Additional District Judge,
Coimbatore.

Draft/Fair:Judgment
O.S.No.740/2025
Date- 20.07.2026
I ADJ Court, CBE