

In the Court of the First Additional District Judge
Coimbatore

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

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

Original Suit No.519/2023
(CNR.No.TNCB01-004694-2023)

SarithaPlaintiff

//Vs//

SakthiMaheswariDefendant

This suit came up on 22.06.2026 for final hearing before this Court in the presence of Thiru. K. Kandakumarraj, Advocate for the plaintiff and Thiru. P. Kumaravel, Advocate for the defendant and thereafter no representation from 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 recovery of money directing the defendant to refund the advance amount with interest for a sum of Rs.20,00,000/- along with subsequent interest at the rate of 18% per annum on Rs.20,00,000/- from the

date of suit till the date of realization and for permanent injunction restraining the defendant from in any way alienating the suit property to 3rd parties and to create a charge over the suit property for the due repayment of the said amount to the plaintiff and for cost of the suit.

2. Plaint averments in brief is as follows: -

2.1. The suit property belonged to the defendant by virtue of the sale deed dated bearing document no.3987/2008 and the same registered at Sub-Registrar Office, Pollachi, The plaintiff and the defendant entered into a sale agreement on 07.01.2023 for sale of the suit properties and on various dates the defendant received a sum of Rs.15,00,000/- as advance before the date of agreement. On 07.01.2023 the defendant executed a separate receipt acknowledging the payment of Rs.15,00,000/-. The plaintiff and the defendant entered into a additional sale agreement on 28.01.2023 and the plaintiff paid a sum of Rs.5,00,000/- as additional advance to the defendants.

2.2. The plaintiff further stated that right from the date of sale agreement dated 07.01.2023 and 28.01.2023 the plaintiff was ready and willing to perform her part of contract and has been demanding the defendant to execute the sale deed free of encumbrance. But the defendant was purposely evading to performing their part of contract with ulterior

motive. The plaintiff stated that since the sale agreement is an unregistered one, the defendant taking advantage of the same, refused to execute the sale deed in favour of the plaintiff and trying to sell the properties to 3rd parties suppressing the plaintiff's right. Hence, the plaintiff issued a legal notice on 03.06.2023 to the defendant demanding her to perform her part of contract by receiving the balance sale consideration and execute the sale deed as per the sale agreement.

2.3. Subsequently the plaintiff applied encumbrance certificate for the suit property and came to know about the attachment proceedings and earlier agreement with regard to the suit property. The plaintiff came to know that the several civil and criminal case as against the defendant. Then the plaintiff came to the conclusion that the defendant cannot convey clear title to the plaintiff. There are lot of litigations over the suit property.

2.4. The plaintiff stated that several demands made by the plaintiff to the defendants to return the advance amount of Rs.20,00,000/- is of no use. Mediation by the friends are also vain. There is no chance to execute the sale deed in favour of the plaintiff by the defendant with regard to the suit property. The defendant openly refused to execute the sale deed in favour of the plaintiff as per terms of the sale agreement dated 07.01.2023 and

28.01.2023 with ulterior motive and also refused to return the advance amount. The act and conduct of the defendant is illegal and also against the principle of law. Hence, the present suit is filed by the plaintiff to return the advance amount along with interest and cost from the defendant and also for injunction.

3. On summon the defendant before this Court along with her counsel and posted the case for filing written statement. But the defendant did not file written statement inspite of several adjournment and called absent and remained exparte. .

4. The point for consideration is whether the plaintiff is entitled to refund of advance amount as prayed for?

5. In support of the plaintiff's case, the plaintiff Saritha has examined herself as PW1 and Ex.A1 to A 6 have been marked. One of the Attestor to sale agreement and additional sale agreement, Alaugumeena is examined as PW2.

6. The plaintiff as PW1 corroborated the plaint averments and filed Ex.A1 which is the original sale agreement entered between the plaintiff and the defendant dated 07.01.2023. Ex.A2 is the original receipt entered between the plaintiff and the defendant dated 07.01.2023. Ex.A3 is the Photo copy of the additional sale agreement entered between the plaintiff and defendant dated 28.01.2023. Ex.A4 is the legal notice issued by the plaintiff

dated 06.03.2023. Ex.A5 and Ex.A6 are the returned covers dated 10.03.2023. The Ex.A1 to Ex.A3 proved that the plaintiff has paid a sum of Rs.20,00,000/- to the defendant to purchase the suit property in pursuance of the sale agreements, but the defendant did not execute the sale deed and did not refund the advance amount as demanded by the plaintiff. So, the oral and documentary evidence of the plaintiff proved that the plaintiff is entitled to receive the advance amount of Rs.20,00,000/- along with interest at the rate of 9% per annum from the date of suit till the date of decree and thereafter at the rate of 6% per annum from the date of decree till the date of realization.

7. In the result the suit is decreed with cost as the plaintiff is entitled to receive the advance amount of Rs.20,00,000/- from the defendant along with interest at the rate of 9% per annum from the date of suit till the date of decree and thereafter at the rate of 6% per annum from the date of decree till the date of realization and for that amount a charge is created over the suit property till the amount is fully paid by the defendant.

Dictated to the Steno-typist, directly typed by her into computer, corrected and pronounced by me in open court on this the 4th day of July 2026.

I Additional District Judge,
Coimbatore.

List of Exhibits marked

For the Plaintiffs' side :

Ex.A1.	07.01.2023	Original sale agreement entered between the plaintiff and the defendant.
Ex.A2.	07.01.2023	Original advance amount receipt entered between the plaintiff and the defendant.
Ex.A3.	28.01.2023	Photo copy of the additional sale agreement entered between the plaintiff and defendant.
Ex.A4	06.03.2023	Legal notice issued by the plaintiff to the defendant
Ex.A5	10.03.2023	Returned covers dated 10.03.2023.
Ex.A6	10.03.2023	Returned cover dated 10.03.2023

For the Defendants' side:-

NIL

List of Witnesses Examined

For the Plaintiffs' side-

PW1: 07.10.2025 K. Saritha (Plaintiff)
 PW2: 12.11.2025 Alagumeena (Attestor)

For the Defendant's side:-

NIL

I Additional District Judge,
 Coimbatore.

Draft/Fair:Judgment
O.S.No.519/2023
Date- 04.07.2026
I ADJ Court, Cbe.

