

IN THE COURT OF SUBORDINATE JUDGE, PANRUTI

Present: Mrs. Anitha Anand, M.B.A., L.L.M.

Subordinate Judge, Panruti.

Tuesday, the 30th day of June, 2026

O.S. No. 25/2015

(CNR. No. TNCD070000672015)



Sundarrajan

... Plaintiff

Vs.

1. Narasammal

2. Senthil @ Senthilkumar

... Defendants

This suit was finally heard on 22.06.2026 and upon perusal of the pleadings, evidence and written argument and on hearing submissions, this court passes the following Judgment:

Appearance:

For the Plaintiff : Mr. N.Ramalingam, M.A., B.L.,

For the Defendants : Mr. N.Krishnaraj, B.A., B.L.,

J U D G M E N T

The suit has been filed by the plaintiff for specific performance of the contract of sale, with a direction to the defendants to perform their part of the contract, namely, to execute and register the sale deed at the expense of the plaintiff and deliver possession of the suit property. In the event of failure on the part of the defendants, this Court may execute a regular sale deed in favour of the plaintiff on behalf of the defendants on production of the necessary stamp papers, with costs.

2. Gist of averments of the plaint

2.1. The suit property belongs to the 1st defendant, who purchased the

same from one Panduranga Kounder, son of Sadaiya Kounder, under a registered sale deed dated 12.09.1997, registered as Document No. 805/1997 in the Pudupet Sub-Registrar Office, and was in possession and enjoyment of the property along with her son, Senthil @ Senthilkumar. The defendants jointly offered to sell the suit property to the plaintiff for a sum of Rs.1,25,000/-, and the plaintiff also agreed to purchase the same. Pursuant to the said offer and acceptance, the defendants jointly received a sum of Rs.1,00,000/- as advance on 21.02.2014 from the plaintiff and agreed to receive the balance sale consideration of Rs.25,000/- within a period of one year and assured to execute a registered sale deed in favour of the plaintiff in respect of the suit property.

2.2. Accordingly, the plaintiff and the defendants jointly executed a registered sale agreement on 21.02.2014 in respect of the suit property, which was duly executed, validly attested, and supported by valid consideration. The terms of the said agreement for sale provide that if the plaintiff is ready to pay the balance sale consideration of Rs.25,000/- and perform his part of the contract within the stipulated period of one year, and if the defendants either refuse to come forward to execute the sale deed or cause delay in performing their part of the contract, the plaintiff shall deposit the balance sale consideration of Rs.25,000/- before the appropriate Court of law and obtain a registered sale deed in respect of the suit property through Court. On the other hand, if the plaintiff fails to pay the balance sale consideration and perform his part of the contract, he shall lose not only his advance amount but also his right to enforce the contract.

2.3. The plaintiff further submits that, in terms of the agreement for sale dated 21.02.2014, he has always been ready with the balance sale consideration due under the contract of sale, but the defendants have not come forward to execute a sale deed in his favour. The defendants have been evading registration

on one pretext or another. Hence, the plaintiff has been constrained to file the present suit.

2.4. Before filing the suit, the plaintiff issued a legal notice to the defendants on 04.02.2015, informing them that he was ready and willing to perform his part of the contract and calling upon the defendants to perform their part of the contract by executing a registered sale deed and receiving the balance sale consideration due under the contract of sale. The 1st defendant received the advocate notice on 07.02.2015, and the 2nd defendant received the same on 06.02.2015. However, the defendants did not send any reply to the notice. Hence, the plaintiff has filed the present suit against the defendants seeking the relief of specific performance in respect of the suit property.

3. Gist of averments of the Written Statement filed by the 2nd defendant and adopted by the 1st defendant

3.1. The defendants denied the averments made by the plaintiff except those specifically admitted herein. The defendants state that they are illiterate and know only to affix their signatures. The defendants had no necessity to sell the property and are dependent upon the small extent of the suit property for their livelihood. They borrowed a sum of Rs.50,000/- from the plaintiff and executed the document under the impression that it was a mortgage deed. They were not aware that it was a suit sale agreement.

3.2. The plaintiff assured the defendants, when they approached him after receiving the legal notice, that if they repaid the borrowed amount of Rs.50,000/- together with interest at the rate of 36% per annum, he would not take any action against them. Though the defendants assured him that they would repay the amount within one month, the plaintiff proceeded to file the suit. The defendants never intended to sell the suit property. The suit sale agreement was not executed for valid consideration. Hence, the suit is liable to

be dismissed.

4. On the basis of the above pleadings, the following issues are framed on 07.12.2015

1. Whether the suit sale agreement is executed for money transaction as alleged by defendant?
2. Whether the Plaintiff is entitled for specific performance of contract as prayed for?
3. To what other relief?

5. Evidence on the side of the Plaintiffs

5.1. On the side of the plaintiff, the plaintiff, one of the attestors, and the scribe of the suit sale agreement were examined as P.W.1 to P.W.3 respectively. All the witnesses were cross-examined by the defendants.

5.2. Exhibits A1 to A5 were marked through P.W.1 on the side of the plaintiff.

- Ex.A1 is the original sale agreement dated 21.02.2014 executed by the plaintiff and defendants 1 and 2, under which the suit property was agreed to be sold for a sum of Rs.1,25,000/-.
- Ex.A2 is the office copy of the legal notice dated 04.02.2015 issued by the plaintiff's counsel to the defendants.
- Ex.A3 and Ex.A4 are the acknowledgment cards evidencing receipt of the legal notice by defendants 1 and 2 on 07.02.2015 and 06.02.2015 respectively.
- Ex.A5 is the treasury receipt showing the deposit of the balance sale

consideration of Rs.25,000/- by the plaintiff on 13.06.2016.

6. Evidence on the side of the Defendants

On the side of the defendants, D.W.1 and D.W.2 were examined and were fully cross-examined by the plaintiff. No document was marked on the side of the defendants.

7. Reformulated issues

Based on the pleading of both the parties and evidence on record, this court reformulates the issues for due adjudication as follows:

1. *Whether the suit sale agreement dated 21.02.2014 was duly executed by the defendants in favour of the plaintiff for valid consideration?*
2. *Whether the plaintiff has always been ready and willing to perform his part of the contract in terms of the suit sale agreement?*
3. *Whether the defendants executed the document only as security for a loan of Rs.50,000/- under the impression that it was a mortgage deed and not as an agreement for sale?*
4. *Whether the plaintiff is entitled to the equitable relief of specific performance as prayed for?*
5. *To what reliefs is the plaintiff entitled?*

8. Since the evidence on record is sufficient to decide the reformulated issues, this Court proceeds to adjudicate the same for the proper disposal of the suit.

9. The learned counsel for the plaintiff advanced arguments and also submitted written arguments. Relying upon the decision of the Hon'ble Supreme Court in *Sughar Singh v. Hari Singh*, Civil Appeal No. 5110 of 2021, it was

contended that the plaintiff is entitled to the equitable relief of specific performance of the contract and that he cannot be denied such relief after having proved the execution of the suit sale agreement and his readiness and willingness to perform his part of the contract. On the side of the defendants, no arguments were advanced despite several opportunities having been granted.

10. Findings on the Issues

10.1. Issue No.1

Whether the suit sale agreement dated 21.02.2014 was duly executed by the defendants in favour of the plaintiff for valid consideration?

10.1.1. The specific case of the plaintiff is that the defendants jointly agreed to sell the suit property for a total sale consideration of Rs.1,25,000/- and executed a registered sale agreement dated 21.02.2014 after receiving a sum of Rs.1,00,000/- as advance. The balance sale consideration of Rs.25,000/- was agreed to be paid within one year, at the time of execution and registration of the sale deed.

10.1.2. To prove the execution of the suit sale agreement, the plaintiff examined himself as P.W.1, one of the attestors to the agreement as P.W.2, and the scribe of the agreement as P.W.3. Their evidence consistently establishes the execution of Ex.A1 by the defendants. Nothing worthwhile has been elicited in their cross-examination to discredit their testimony.

10.1.3. The defendants, though admitting their signatures in Ex.A1, contended that they had borrowed only a sum of Rs.50,000/- from the plaintiff and had affixed their signatures under the impression that they were executing a mortgage deed as security for the said loan. According to them, they never intended to sell the suit property.

10.1.4. It is pertinent to note that Ex.A1 is a registered document. The

defendants admittedly signed the document in the presence of the attestors and before the Sub-Registrar. The 2nd defendant, examined as D.W.1, made material admissions during his cross-examination. In the sixth paragraph of his evidence, he admitted that the negotiations relating to the transaction were conducted through a land broker by name Kumar. He further admitted that, at the time of registration, the Sub-Registrar explained to him about the amount already received and the balance amount payable in future.

10.1.5. These admissions completely belie the defence that the defendants believed that they were executing only a mortgage deed. If the document had been intended merely as a security for a loan transaction, there would have been no occasion for the intervention of a land broker or for the Sub-Registrar to explain the terms relating to the balance sale consideration.

10.1.6. Further, in the seventh paragraph of his cross-examination, D.W.1 stated that the plaintiff demanded a sum of Rs.7,00,000/- for relinquishing his rights under the agreement. This version is wholly inconsistent with the written statement, wherein the defendants pleaded that the plaintiff merely demanded repayment of Rs.50,000/- together with interest at the rate of 36% per annum. Such material contradictions weaken the defence and render the same unreliable.

10.1.7. The conduct of the defendants, coupled with the admissions made by D.W.1, clearly establishes that the defendants were fully aware of the nature and contents of Ex.A1 at the time of its execution. The evidence on record satisfactorily proves the existence of consensus ad idem between the parties, which forms the foundation of every valid contract.

10.1.8. In the absence of any acceptable evidence to substantiate the plea that the document was executed under a mistaken belief or by misrepresentation, this Court has no hesitation in holding that Ex.A1 was consciously and voluntarily executed by the defendants as an agreement for sale and not as a

mortgage transaction.

10.1.9. Accordingly, this Court holds that the suit sale agreement dated 21.02.2014 was duly executed by the defendants in favour of the plaintiff for valid consideration. **Issue No.1 is answered in favour of the plaintiff.**

10.2. Issue No.2

Whether the plaintiff has always been ready and willing to perform his part of the contract in terms of the suit sale agreement?

10.2.1. The plaintiff has consistently pleaded and deposed that he was always ready and willing to perform his part of the contract. The recitals in Ex.A1 show that out of the total sale consideration of Rs.1,25,000/-, a sum of Rs.1,00,000/- had already been paid as advance, leaving only a balance of Rs.25,000/-.

10.2.2. The evidence of P.Ws.1 to 3 establishes the due execution of Ex.A1 and the payment of the advance amount. The defendants themselves have admitted the receipt of money from the plaintiff, though they dispute the nature of the transaction. The execution of the agreement having already been held to be proved, the receipt of Rs.1,00,000/- by the defendants also stands established.

10.2.3. The suit agreement stipulated a period of one year for payment of the balance consideration and execution of the sale deed. Before the expiry of the said period, the plaintiff issued Ex.A2 legal notice dated 04.02.2015, calling upon the defendants to receive the balance amount of Rs.25,000/- and execute the sale deed. Exs.A3 and A4 acknowledgment cards prove that the defendants received the notice on 06.02.2015 and 07.02.2015 respectively.

10.2.4. The defendants neither replied to the notice nor expressed their willingness to complete the transaction. The plaintiff thereafter instituted the present suit on 18.03.2015 and subsequently deposited the balance sale consideration of Rs.25,000/- into Court on 13.06.2016 under Ex.A5.

10.2.5. The issuance of the legal notice within the contractual period, the institution of the suit without undue delay, and the deposit of the balance sale consideration clearly establish the continuous readiness and willingness of the plaintiff to perform his obligations under the contract.

10.2.6. Section 16(c) of the Specific Relief Act requires the plaintiff to plead and prove his readiness and willingness throughout. The evidence available on record fully satisfies the said requirement.

Accordingly, this Court holds that the plaintiff has always been ready and willing to perform his part of the contract. **Issue No.2 is answered in favour of the plaintiff.**

10.3. Issue No.3

Whether the defendants executed the document only as security for a loan of Rs.50,000/- under the impression that it was a mortgage deed and not as an agreement for sale?

10.3.1. The burden of proving this plea squarely lies upon the defendants as the Plaintiff has discharged his burden of proving the execution of the suit sale agreement. Except the oral testimony of D.W.1 and D.W.2, no documentary evidence whatsoever has been produced to establish the alleged loan transaction.

10.3.2. The defendants have not produced any promissory note, receipt, mortgage deed, account book, or any other document to prove that they borrowed only Rs.50,000/- from the plaintiff. Nor have they produced any evidence to establish that the plaintiff agreed to receive interest at the rate of 36% per annum.

10.3.3. On the contrary, Ex.A1 is a registered sale agreement executed in the presence of attestors and a scribe. The testimony of P.W.2 and P.W.3 fully supports the case of the plaintiff. The admissions made by D.W.1 regarding the negotiations through a land broker and the explanation given by the Sub-

Registrar further demolish the defence.

10.3.4. The contradictory stand taken by D.W.1 during cross-examination, namely, that the plaintiff demanded Rs.7,00,000/- for relinquishing his rights under the agreement, is wholly inconsistent with the pleadings in the written statement and adversely affects the credibility of the defendants.

10.3.5. A registered document carries with it a presumption regarding its due execution. In the absence of convincing evidence to rebut such presumption, the plea that the defendants executed the document under a mistaken belief cannot be accepted. Accordingly, this Court holds that the defendants have failed to establish that Ex.A1 was executed merely as security for a loan transaction or under the impression that it was a mortgage deed. **Issue No.3 is answered against the defendants.**

10.4. Issue No.4

Whether the plaintiff is entitled to the equitable relief of specific performance as prayed for?

10.4.1. This Court has already held that the execution of Ex.A1 is proved and that the plaintiff has continuously been ready and willing to perform his part of the contract. The defence set up by the defendants has also been found to be without merit.

10.4.2. The learned counsel for the plaintiff relied upon the decision of the Hon'ble Supreme Court in *Sughar Singh v. Hari Singh and Others*, Civil Appeal No.5110 of 2021, decided on 26.10.2021. The Hon'ble Apex Court held that once the plaintiff establishes the execution of the agreement and proves his readiness and willingness to perform his obligations, the relief of specific performance ordinarily ought not to be denied in the absence of any equitable considerations to the contrary.

10.4.3. In the present case, there is no material to show that enforcement of

the contract would cause any undue hardship to the defendants or that the plaintiff has acted unfairly. On the contrary, the plaintiff paid a substantial portion of the sale consideration, promptly issued a legal notice within the contractual period, instituted the suit without delay, and deposited the balance consideration before the Court.

10.4.5. The various defences raised by the defendants have not been substantiated by acceptable evidence. The plaintiff has, therefore, established his entitlement to the equitable relief of specific performance.

10.4.6. Placing reliance upon the principles laid down by the Hon'ble Supreme Court in *Sughar Singh v. Hari Singh and Others*, this Court holds that the plaintiff is entitled to the relief of specific performance of the contract. **Issue No.4 is answered in favour of the plaintiff.**

10.5. Issue No.5

To what reliefs is the plaintiff entitled?

10.5.1. In view of the findings rendered on the preceding issues, this Court holds that the plaintiff is entitled to the relief of specific performance as prayed for. The records further reveal that the suit was instituted in the year 2015. Initially, the suit was decreed ex parte on 20.11.2018 owing to the absence of the defendants. Subsequently, after about three years, the ex parte decree was set aside and the suit was restored in the year 2022. The prolonged pendency of the litigation has deprived the plaintiff of the fruits of the contract for a considerable period. The plaintiff has diligently pursued his remedy throughout and has succeeded in establishing his claim. Therefore, he is also entitled to the costs of the suit. **Issue No.5 is answered accordingly.**

11. Result

In the result, the suit is decreed with costs.

The defendants are directed to execute and register the sale deed in respect

of the suit property in favour of the plaintiff after receiving the balance sale consideration of Rs.25,000/-, which has already been deposited before this Court, and to deliver possession of the suit property within a period of two months from the date of this judgment.

In default, the plaintiff shall be at liberty to seek execution of the sale deed through process of Court and recover possession of the suit property in accordance with law.

Computerized by the Steno-Typist directly on my dictation. Corrected and pronounced by me in the open court, this the 30th day of June, 2026.

Subordinate Judge,
Panruti.

LIST OF PLAINTIFF SIDE WITNESSES

Sl. No.	Witnesses	Name of the Witnesses
1	P.W. 1	Mr. Sundarrajan, Plaintiff
2	P.W. 2	Mr. Kumar
3	P.W. 3	Mr. Ganesan

LIST OF PLAINTIFF SIDE DOCUMENTS

Sl. No.	Exhibits No.	Date	Details of Documents
1.	Ex. A1	21.02.2014	Original copy of the sale agreement.
2.	Ex. A2	04.02.2015	Office copy of the legal notice issued through Plaintiff counsel to the Defendants.
3.	Ex. A3	07.02.2015	Acknowledgment card served to the 1 st Defendant.
4.	Ex. A4	06.02.2015	Acknowledgment card served to the 2 nd Defendant.

5.	Ex. A5	13.06.2016	Treasury receipt of balance sale consideration.
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LIST OF DEFENDANTS SIDE WITNESSES

Sl. No.	Witnesses	Name of the Witnesses
1.	D.W. 1	Mr. Senthil @ Senthil Kumar, 2 nd Defendant
2.	D.W. 2	Mr. Dhamodaran.

LIST OF DEFENDANTS SIDE DOCUMENTS: NIL**CITATION RELIED ON BY THE PLAINTIFF**

1. *Sughar Singh v. Hari Singh and Others*, decided by the Hon'ble Supreme Court in Civil Appeal No.5110 of 2021, decided on 26.10.2021.

Subordinate Judge,
Panruti.