

IN THE COURT OF SUBORDINATE JUDGE, PANRUTI

Present: Mr. J. ANVAR SATHATH. B.Com. M.L.

Subordinate Judge, Panruti.

Thursday, the 09th day of April, 2026

O.S. No.458/2022

(CNR.No.TNCD07-000862-2022)

K.Ravichandiran

... Plaintiff

Vs.

A. Sivalingam

... Defendant

This suit has come up for final hearing before me on 11.02.2026 in the presence of Mr. L.Kannan, B.Sc., M.L., Advocate for the Plaintiff and the Defendant remained as ex-parte, after hearing the arguments on the side of the Plaintiff and upon perusing the case records and having stood over for consideration of this Court till date, this Court delivered the following

J U D G M E N T

This suit has been filed to pass a decree for specific performance in favour of the Plaintiff directing the Defendants to execute and register sale deed conveying the suit properties to the Plaintiff and deliver the possession of the same to the Plaintiff; alternatively, directing the Defendant to pay Plaintiff Rs.2,07,683/- with subsequent interest on Rs.1,70,000/- at 12% from the date of Plaint till the date of payment.

2. Brief of the Plaint, Dated.26.10.2022:-

The suit properties belongs to the Defendant under the sale deed dt.24.11.2008 and he sell the properties to the Plaintiff for Rs.2,10,000/-, so they entered into a registered suit sale agreement dt.10.11.2020 and the Defendant received an advance of Rs. 1,70,000/-, agreeing to execute the sale deed infavour of the Plaintiff within

09.11.2021, after receiving the balance of Rs.40,000/-. The Plaintiff has always been ready and willing to perform his part of contract and get the sale deed executed and registered at his cost and has been demanding the Defendant to execute the sale deed for the suit properties. The Defendant was evading lame excuses and dragging on the performance on his part of contract. Hence, the Plaintiff issued an advocate notice to the Defendant on 31.01.2022 and the Defendant received the notice, but the Defendant has not given even a reply. Hence, the suit.

3. The summon to the Defendant was served, he was called absent and set as *exparte* on 16.12.2022.

4. The Plaintiff examined himself as PW1, through PW1, Ex.A1 to A3 were marked on 06.02.2025.

5.1. The case of the Plaintiff is that the Plaintiff and the Defendant are entered into the registered agreement for sale on 10.11.2020, for the sale price of Rs.2,10,000/-, for that the defendant received Rs.1,70,000/- as advance amount and the remaining amount of Rs.40,000/- to be paid within 09.11.2021 after receiving the balance of Rs.40,000/-. Then the Defendants have not come forward to execute the sale deed by receiving the balance sale consideration. Hence, the Plaintiff issued legal notice dated.31.01.2022 to the Defendant.

5.2. On perusal of documents and evidences, the Defendant executed the registered sale agreement dated.10.11.2020, the sale price is Rs.2,10,000/-, Advance amount is Rs.1,70,000/-, time limit is within 09.11.2021. The Defendant has not come forward to execute the sale deed after receiving balance sale consideration. Hence, the Plaintiff issued legal notice to the Defendant, so the Plaintiff filed this

suit, in the suit also, the Defendant not appeared and remained as ex-parte.

5.3. In the suit, at the stage of Judgment the case was reopened on 10.03.2025, for production of the original sale agreement dt.10.11.2020 in Ex.A1, thereafter also the chances were given to the Plaintiff to produce the Original sale agreement on 10.12.2025, 07.01.2026 and 11.02.2026, but the Plaintiff failed to produce original sale agreement. Further on perusal of the evidence of PW1, the loss of original sale agreement dt.10.11.2020 was not mentioned, further the efforts to trace out also not mentioned. So the Ex.A1 is a photocopy of sale agreement dt.10.11.2020 or it is an online certified copy, but contrary to that in the PW1 evidence it is mentioned as original sale agreement so without production of the primary evidence the secondary evidence cannot be accepted, in this aspect the Plaintiff fails. Hence, this Court is not inclined to allow the suit.

6. Result:

In the result, the suit is dismissed. No costs.

Judgment is typed by the Typist directly in computer on my dictation, corrected and pronounced by me in open court on the 09th day of April 2026.

sd/- Mr. J. ANVAR SATHATH. B.Com. M.L.
Subordinate Judge
Panruti.

LIST OF PLAINTIFF SIDE WITNESS:-

PW1 – 06.02.2025 – Ravichandran

LIST OF PLAINTIFF SIDE DOCUMENTS :-

Ex.A1	10.11.2020	Photocopy of sale agreement executed between the Plaintiff and
-------	------------	--

		Defendant.
Ex.A2	31.01.2022	Office Copy of the Advocate Notice issued by the Plaintiff to the Defendant.
Ex.A3	--	Original Served Acknowledgement Card.

LIST OF DEFENDANT SIDE WITNESS AND DOCUMENT:- Nil

sd/- Mr. J. ANVAR SATHATH. B.Com. M.L.
Subordinate Judge
Panruti.

Sub Court, Panruti.
Draft/Fair Judgment
(Exparte)
O.S.No.458/2022
Date: 09.04.2026