

IN THE IV ADDITIONAL CITY CIVIL COURT, CHENNAI

**Present: Tmt. R.K.P. Tamilarasi, M.L.,
IV Additional Judge.**

Thursday, the 23rd day of July 2026.

Original Suit No.178 of 2026
CNR.No.TNCH01- 000407-2026

1. Praveen Prakash Khetal,
S/o.Late.Prakash Khetal

2. Pramoth Prakash Khetal,
S/o.Late.Prakash Khetal

...Plaintiffs

/versus/

1. S.Gajalakshmi,
W/o.Late.A.P.Sampath Achari

2. S.Srinivasan,
S/o.Late.A.P.Sampath Achari

...Defendants

This original suit came up on 17.07.2026 for hearing before this Court in the presence of M/s.R.Vijayakumar and J.Samiullah counsel for plaintiffs, and K.M.Selvakumar, J.Julian Prakash, K.M.Sasikumar and M.Elangovan counsel for defendants even though vakalath filed by the counsel for the 1st defendant, 2nd defendant called absent set exparte and upon perusing the records of this case and upon hearing the arguments on the plaintiff side and having stood over for consideration till this day, this court delivered the following:

JUDGMENT

This suit has been filed under Order XXXVII Rule 1 & 2 of C.P.C.
a) to direct the defendants jointly and severally to pay a sum of Rs.11,70,000/- and to direct the defendants to pay a sum of Rs.1,00,000/- to the plaintiff towards contractual compensation in terms of the default clause contained in the Sale Agreement dated 08.05.2025, for failure to complete the sale within the stipulated period, and to pay interest at 18% per annum from the date of plaint till the date of realization and for cost of the suit.

2. The averments in the plaint in short as follows:-

The plaintiffs stated that, the plaintiffs 1 and 2 are brothers. The plaintiffs and defendants are well known to each other through jewellery business for several years. The defendants requested financial help on the ground that their property was under bank mortgage and liable for auction by the bank. On 08.05.2025, a written sale agreement was executed between the plaintiffs and defendants in respect of the schedule mentioned property, being 110 sq.ft., of Undivided Share out of 270.5 sq.ft., of land together with 400 sq.ft., of constructed area in the First Floor including bathroom and toilet but excluding staircase area, situated at New Door No.1 and Old Door No.1/5, Venkatasamy Lane, Edapalayam, Park Town, Chennai, Corporation Assessment No.05-057-007581, comprised in Old Survey No.1506, R.S.No.8777, situated in Muthiyalpet Village, Purasawalkam Taluk, within the Registration District of North Chennai and Sub-Registration District of Sowcarpet, and bounded by North – R.S.No.8775, South – R.S.No.8778, East – R.S.No.8776, West – R.S.No.8775. The total sale consideration was fixed at Rs.41,00,000/- and the sale deed was to be executed within three months and time was made the essence of the contract. On the dated of the agreement i.e., 08.05.2025, the plaintiffs paid a sum of Rs.8,00,000/- each totally Rs.16,00,000/- as advance sale consideration to the defendant through two cheques as follows; (i) Cheque No.858369 dated 08.05.2025, (ii) Cheque No.858399 dated 08.05.2025 both drawn on the plaintiff's bank account, which cheques were presented and encashed by the defendants. The defendants, in order to demonstrate their bonafides and to facilitate completion of the sale transaction, handed over to the plaintiffs the original Sale Deed dated 08.12.2003 registered as Doc.No.1247 of 2003 relating to the schedule mentioned property. The said documents are in possession and custody of the plaintiff.

The plaintiffs further stated that, as per the terms of the agreement, the said sum of Rs.16,00,000/- was utilized for discharge of the mortgage loan with Canara Bank, Choolai Branch, and the defendants discharged the mortgage on 23.05.2025, thereby obtaining full benefit under the agreement. Thereafter the plaintiffs were always ready and willing to pay the balance sale consideration of Rs.25,00,000/- and requested the defendants to execute and register the sale deed. In spite of repeated requests, personal visits and telephonic reminders, the defendants willfully refused to execute the sale deed. Hence, the 1st plaintiff lodged a police complaint before the Commissioner of Police, Chennai on 06.12.2025. After the police complaint the defendants repaid a sum of Rs.4,30,000/- in installments on various dates out of the total advance of Rs.16,00,000/-. The balance amount of Rs.11,70,000/- still remains due and payable by the defendants to the plaintiffs. Therefore, the defendants are liable to pay Rs.1,00,000/- in addition to the balance advance. Hence, the suit.

3. In this case, court summons served to the defendants. Even though vakalath filed for 1st defendant he did not come forward to give notice of appearance within the prescribed period. Second defendant being called absent set *exparte*.

4. On the side of the plaintiff, the plaintiff was examined as PW1 through him Ex.A1 to Ex.A9 documents were marked.

5. Point for determination:

Whether the plaintiff is entitled for recovery of suit claim amount from the defendants?

6. Point for consideration:-

Heard the plaintiff side arguments. Records perused. The plaintiff filed this suit for recovery of a sum of Rs.11,70,000/- and to direct the defendants to pay a sum of Rs.1,00,000/- to the plaintiff towards contractual compensation in terms of

the default clause contained in the Sale Agreement dated 08.05.2025, for failure to complete the sale within the stipulated period, totally Rs.12,70,000/-and to pay interest at 18% per annum from the date of plaint till the date of realization and for cost of the suit.

7. On perusal of plaint pleadings as well as proof affidavit of PW-1, it would go to shows that, the defendants are carrying on Jewellery business at New Door No.1, Old Door No.1/5, Venkatasamy Lane, Edapalayam, Park Town, Chennai. The plaintiffs and defendants are well known to each other through jewellery business for several years. The parent document of second defendant is marked as Ex.A1. The defendants requested financial help on the ground that their property was under bank mortgage and liable for auction by the bank due to which, on 08.05.2025, a written sale agreement was executed between the plaintiffs and defendants in respect of the schedule mentioned property comprised in Old Survey No.1506, R.S.No.8777, situated in Muthiyalpet Village, Purasawalkam Taluk, for a total sale consideration was fixed at Rs.41,00,000/- and the sale deed was to be executed within three months and time was made the essence of the contract. To prove the same, the plaintiff produced the Sale Agreement executed by the defendants 1 and 2 in favour of the plaintiffs 1 and 2 dated 08.05.2025 is marked as Ex.A2. Thereafter, the plaintiffs totally paid a sum of Rs.16,00,000/- to the defendants as advance sale consideration on the date of execution of sale agreement ie on 08.05.2025 by way of two cheques bearing Nos.858369 and 858399 drawn on the plaintiffs bank account and encashed by the defendants.

7. Subsequent after the execution of the Sale Agreement, the defendants, in order to demonstrate their bonafides and to facilitate completion of the sale transaction, the original Sale Deed dated 08.12.2003 Ex.A1 registered as Doc.No.1247 of 2003 relating to the schedule mentioned property handed over to the plaintiffs. The said Sale Deed executed by one G.Suganthi in favour of the 2nd

defendant father A.P.Sampath Aachari in Document No.1247/2003 dated 08.05.2025 is marked as Ex.A1. The said documents are in possession and custody of the plaintiff. As per the terms of the agreement, the said sum of Rs.16,00,000/- was utilized for discharge of the mortgage loan with Canara Bank, Choolai Branch, and the defendants discharged the mortgage on 23.05.2025, thereby obtaining full benefit under the agreement. The above said Mortgage Loan Discharge Receipt dated 23.05.2025 is marked as Ex.A3.

8. Thereafter when the plaintiffs were always ready and willing to pay the balance sale consideration of Rs.25,00,000/- and requested the defendants to execute and register the sale deed and in spite of repeated requests and demands, the defendants refused to execute the sale deed. Hence, the 1st plaintiff lodged a police complaint before the Commissioner of Police, Chennai on 06.11.2025, which is marked as Ex.A4 and receipt of Acknowledgment is marked as Ex.A5. Further produced the Indian Overseas Bank Account Statement of the 1st and 2nd Plaintiffs dated 24.12.2025 is marked as Ex.A6 and Ex.A7 and the Aadhaar Card of the Plaintiffs 1 and 2 is marked as Ex.A8 and A9. After the police complaint, the defendants repaid a sum of Rs.4,30,000/- out of the total advance of Rs.16,00,000/-. Now, the defendants 1 and 2 jointly and severally to be paid the balance amount of Rs.11,70,000/- to the plaintiffs and the defendants are directed to pay a sum of Rs.1,00,000/- to the plaintiff towards contractual compensation in terms of the default clause contained in the Sale Agreement dated 08.05.2025, for failure to complete the sale within the stipulated period, totally Rs.12,70,000/-and to pay interest at 18% per annum.

9. In this case, the plaintiffs served summons for Judgment to the defendants along with the plaint and documents filed. In this case, court summons served to the defendants. Even though vakalath filed for 1st defendant he did not come forward to give notice of appearance within the prescribed period. Hence the 1st

and 2nd defendants have remained exparte. Further, when the plaintiffs were ready and willing to pay the balance sale consideration amount and requested the defendants to execute and register Sale Deed in spite of several demands made by the plaintiffs, the defendants did not come forward to execute the Sale Deed or refund of advance amount. The defendants did not appear either to refute the evidence of the plaintiff or to put forth their case. The defendants failed to appear and state that they have not liable to pay the suit claim amount. The plaintiff has proved his case through documentary and oral evidence. For the above facts and circumstances of this case, the plaintiff is entitled for recovery of suit claim amount from the defendants and this point is answered accordingly.

In the result, this suit is decreed with costs ; the defendants 1 to 2 jointly and severally shall pay a sum of Rs.11,70,000/- and the defendants shall pay a sum of Rs.1,00,000/- to the plaintiff towards contractual compensation in terms of the default clause contained in the Sale Agreement totally Rs.12,70,000/-and to pay interest at 18% per annum from the date of plaint till the date of realization and for cost of the suit.

Dictated to the steno typist directly, computerized by her, corrected and pronounced by me in the open court this on Thursday, the 23rd day of July 2026.

IV Additional Judge,
City Civil Court, Chennai.

List of witnesses examined on the side of the Plaintiffs:

PW-1 – Mr.Praveen Prakash Khetal (1st Plaintiff)

List of Exhibits marked on the side of the Plaintiffs:

- Ex.A1 : 08.12.2003 : Sale Deed executed by one G.Suganthi in favour of the 2nd defendant father A.P.Sampath Aachari in Document No.1247/2003 – Original
- Ex.A2 : 08.05.2025 : Sale Agreement executed by the defendants 1 and 2 in favour of the plaintiffs 1 and 2 – Original
- Ex.A3 : 23.05.2025 : Mortgage Loan Discharge Receipt – Original
- Ex.A4 : 06.11.2025 : Complaint lodged by the 1st Plaintiff before the Commissioner of Police, Chennai – Original
- Ex.A5 : 06.11.2025 : Acknowledgment Receipt relating to the Police Compliant – Original
- Ex.A6 : 24.12.2025 : Indian Overseas Bank Account Statement of the 1st plaintiff – Original
- Ex.A7 : 24.12.2025 : Indian Overseas Bank Account Statement of the 2nd plaintiff – Original
- Ex.A8 : --- : Aadhaar Card of the 1st plaintiff – Xerox copy (compare with original)
- Ex.A9 : --- : Aadhaar Card of the 1st plaintiff – Xerox copy (compare with original)

List of witnesses examined and exhibits marked on the side of the defendants: Nil

IV Additional Judge,
City Civil Court, Chennai.

Draft/Fair Judgment

in

O.S.No.178/2026

Dated : 23.07.2026.

**IV Additional
City Civil Court,
Chennai**