



IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE, DINDIGUL

Present : Thiru.Swarnam J Rajagopalan,B.A.B.L.,(Hons)

Additional District Judge, Dindigul.

Thursday, the 04th day of June 2026

Original Suit No.79/2023

(CNR.No.TNDG01-001178-2025)

A.Abdul Rasuldeen

...Plaintiff

-Vs-

J.Srinivasan @ Srinivasakan

...Defendant

This case came on 24.04.2026 for final hearing before this Court in the presence of Thiru.R.Ganesan Advocate appeared for the plaintiff and Thiru.C.Madhavan, Advocate appeared the defendant, later the defendant was called absent and set exparte on 25.03.2026, and upon hearing the arguments of the plaintiff's side, and upon perusal of records and having stood over to this day for consideration this Court passed the following....

//JUDGMENT//

The plaintiff has filed the suit seeking recovery of a sum of Rs.25,41,000/- together with future interest at the rate of 12% per annum on Rs.22,00,000/- from the date of the suit (20.02.2023) till the date of realization, and for costs.

2. Brief averments of the plaint are as follows:

I. The defendant is the owner of 11 acres of land comprised in Survey Nos.227, 228, 127, 226 and their sub-divisions situated at Thirali Village, Thirumangalam Taluk, Madurai District. The defendant agreed to sell the said property to the plaintiff at the rate of Rs.4,750/- per cent, and accordingly, both parties entered into an unregistered sale agreement dated 03.08.2014. On the same day, the defendant received a sum of Rs.5,05,000/- from the plaintiff as advance sale consideration. The period fixed for performance of the agreement was one year.

II. Thereafter, towards the sale consideration, the defendant received further sums of Rs.1,00,000/- on 11.01.2015, Rs.2,00,000/- on 22.04.2015, Rs.2,00,000/- on 30.06.2015 and Rs.5,00,000/- on 08.02.2016 from the plaintiff and issued receipts/endorsements acknowledging such payments. Thus, a total sum of Rs.15,05,000/- was paid by the plaintiff to the defendant under the sale agreement.

III. Believing that the defendant would execute the sale deed, the plaintiff mobilized funds and made payments to the defendant. However, the defendant failed to perform his part of the contract and did not execute the sale deed. Consequently, disputes arose between the parties, which were subsequently settled through mediators. Under the settlement, the defendant agreed to compensate the plaintiff for the losses suffered and undertook to pay an additional sum of Rs.9,95,000/-. Accordingly, the parties entered into a settlement/consent agreement dated 03.11.2021.

IV. As per the consent agreement dated 03.11.2021, the defendant agreed to pay a total sum of Rs.25,00,000/- to the plaintiff on or before 10.11.2021, failing which the plaintiff would be at liberty to initiate appropriate legal proceedings. However, the defendant failed to pay the said amount within the stipulated time.

V. The plaintiff contends that the defendant is liable to pay a sum of Rs.25,00,000/- together with interest at the rate of 12% per annum. Despite repeated demands, the defendant failed to make payment. Therefore, legal notices dated 25.10.2022 were issued to the defendant at both his residential and business addresses. The defendant received the notices on 26.10.2022 and sent a reply notice dated 04.11.2022. Except for certain averments contained therein, the plaintiff denies the contents of the reply notice.

VI. The plaintiff further states that, out of the agreed sum, the defendant paid Rs.3,00,000/- through a bank transaction and remains liable to pay the balance amount together with interest at the rate of 12% per annum from 03.11.2021. The defendant cannot deny either the sale agreement dated 03.08.2014 or the consent agreement dated 03.11.2021. Despite his admitted liability, the defendant has failed to discharge the debt.

VII. The plaintiff has not filed the suit for specific performance of the sale agreement. The present suit is only for recovery of the amount payable under the sale agreement dated 03.08.2014 and the consent agreement dated 03.11.2021. Most of

the payments were made by the plaintiff to the defendant at the plaintiff's residence in Dindigul District, where the defendant personally received the amounts and acknowledged the same. Hence, a part of the cause of action arose within the jurisdiction of this Court, and therefore, the suit is maintainable under Sections 20(b) and 20(c) of the Code of Civil Procedure.

VIII. Since the amounts received by the defendant were allegedly held in a fiduciary and accountable capacity, the plaintiff contends that the claim is governed by Article 61 of the Limitation Act and is well within the prescribed period of limitation. Therefore, according to the plaintiff, the suit is not barred by limitation.

3. Brief averments of the Written Statement filed by the Defendant are as follows:

I. All plaint averments were denied.

II. The alleged agreement of sale relating to the suit property situated at Thirali Village, Thirumangalam Taluk, Madurai District, does not confer jurisdiction upon this Hon'ble Court. The defendant contends that the plaintiff, with an intention to harass him, fraudulently obtained his signature while he was attending to customers at his business premises, without permitting him to read the contents of the document. The defendant came to know of the said document only upon receipt of the legal notice issued by the plaintiff.

III. The defendant further states that when the plaintiff lodged a complaint before the Dindigul Town Police, an enquiry was conducted, during which it was revealed that the alleged transactions had taken place within the territorial limits of Thirumangalam, Madurai District. The plaintiff was therefore advised to seek appropriate relief before the competent forum having jurisdiction.

IV. It is admitted that the defendant was once the owner of lands measuring about 11 acres comprised in Survey Nos.227, 228, 127, 226 and their sub-divisions situated at Thirali Village, Thirumangalam Taluk, Madurai District. However, the defendant is no longer the owner of the said properties, as he had already alienated them in favour of various purchasers.

V. The allegation that the plaintiff was always ready and willing to perform his part of the contract is specifically denied. According to the defendant, no documentary evidence, notice or other material has been produced by the plaintiff to establish such readiness and willingness. The allegation that the defendant failed to perform his obligations is denied as false and made solely for the purpose of the suit.

VI. The defendant contends that the plaintiff himself refused to complete the transaction on the prevailing market value and has instituted the present suit by relying upon fabricated documents with the ulterior motive of unlawfully extracting money from the defendant.

VII. The defendant further states that the alleged consent letter dated 03.11.2021 was obtained by the plaintiff at the defendant's shop under the pretext that certain signatures had been omitted in an earlier sale agreement. According to the defendant, he was not afforded sufficient opportunity to read the contents of the document before signing it. The allegation that the said document was executed pursuant to mediation and mutual consent is specifically denied.

VIII. The defendant denies that he ever agreed under the document dated 03.11.2021 to pay a sum of Rs.9,95,000/- towards profit, interest, damages or compensation. He further denies having undertaken any liability to pay a sum of Rs.25,00,000/- to the plaintiff.

IX. The defendant further contends that the plaintiff has suppressed material facts regarding the receipt of Rs.3,00,000/- from the defendant and has failed to produce any reliable documentary evidence in respect of the alleged monetary transactions. It is further contended that no independent witness connected with the defendant or residing at Thirumangalam has been examined. Instead, the plaintiff has relied only upon his relatives and acquaintances from Dindigul in support of the alleged documents and claim. Therefore, according to the defendant, the suit is devoid of merits and is liable to be dismissed with costs.

4) On the basis of the rival pleadings put forth by the parties, this Court, by order dated 13.08.2025, framed the following issues for determination:

1. Whether it is true that the unregistered sale agreement was executed on 03.08.2014?
2. Whether it is true that the Consent Letter dated 03.11.2021 was executed and that the defendant thereby agreed to repay a sum of Rs.25,00,000/- to the plaintiff?
3. Whether the cause of action pleaded in the suit is true, correct and legally sustainable?
4. Whether the defendant is liable to pay the suit claim?
5. To what other reliefs, if any, is the plaintiff entitled?

5. Evidence:

On the side of the plaintiff, the plaintiff examined himself as P.W.1 and marked Exs.A1 to A7. One Irudayaraj Singh was examined as P.W.2. His signature found in Ex.A1, Sale Agreement, was marked as Ex.A8, and his attesting witness signature found in Ex.A4, Consent Letter, was marked as Ex.A9. One Adaikkalamkathapillai, who had written the endorsement receipt marked in Ex.A3, was examined as P.W.3.

1. Ex.A1 is the Sale Agreement entered into between the plaintiff and the defendant. Endorsements acknowledging receipt of Rs.2,00,000/- on 22.04.2015 and Rs.2,00,000/- on 30.06.2015 by the defendant have been made on the reverse side of the document.

2. Ex.A2 is the receipt executed by the defendant acknowledging receipt of a sum of Rs.1,00,000/- from the plaintiff towards the sale consideration.
3. Ex.A3 is the endorsement receipt executed by the defendant acknowledging receipt of Rs.5,00,000/- from the plaintiff, made on the xerox copy of the Sale Agreement dated 03.08.2014.
4. Ex.A4 is the Consent Letter executed by the plaintiff and the defendant, wherein the defendant agreed to pay a sum of Rs.25,00,000/- to the plaintiff.
5. Ex.A5 is the legal notice issued by the plaintiff, through his counsel, to the defendant.
6. Ex.A6 consists of two postal acknowledgements and two postal receipts evidencing service of the said notice upon the defendant at two different addresses.
7. Ex.A7 is the reply notice issued by the defendant, through his counsel, to the counsel for the plaintiff.
8. Ex.A8 is the signature of P.W.2 as the second attesting witness found in Ex.A1 – Sale Agreement.
9. Ex.A9 is the signature of P.W.2 as the first attesting witness found in Ex.A4 – Consent Letter.

6. It is pertinent to note that, though the defendant had entered appearance and filed a detailed written statement denying the plaint averments, and though issues had been framed by this Court for trial, the matter was thereafter repeatedly posted for the cross-examination of P.W.1. However, despite sufficient opportunities being granted, there was no representation on behalf of the defendant. Even after repeated adjournments, the defendant failed to appear before this Court and failed to cross-examine P.W.1. Consequently, the defendant was set ex parte and the opportunity to cross-examine P.W.1 was closed.

As a result, the oral and documentary evidence adduced on the side of the plaintiff remained wholly unchallenged and unrebutted. The defendant also failed to adduce any evidence on his side to substantiate the allegations made in the written statement. Therefore, this Court finds no reason to disbelieve the testimony of P.Ws.1 to 3 and the documents marked as Exs.A1 to A9, which inspire confidence and stand corroborated by one another.

7. Discussion and Findings:

Though the defendant initially contested the suit by filing a written statement, he subsequently remained absent during the trial and was set ex parte. The evidence adduced on behalf of the plaintiff remained unchallenged, as no cross-examination was conducted on behalf of the defendant. Further, the defendant neither entered the witness box nor adduced any oral or documentary evidence in support of his defence.

Consequently, the evidence adduced by the plaintiff has remained unrebutted and uncontroverted. An adverse inference is therefore liable to be drawn against the defendant for his failure to substantiate the pleadings raised in the written statement.

I. The burden lies upon the plaintiff to establish the execution of the Sale Agreement dated 03.08.2014, the payments made thereunder, the execution of the Consent Letter dated 03.11.2021, and the consequent liability of the defendant to repay the suit amount.

II. To substantiate his case, the plaintiff examined himself as P.W.1 and marked Exs.A1 to A7. One of the attesting witnesses to the Sale Agreement and the Consent Letter was examined as P.W.2. His signatures found in Ex.A1 and Ex.A4 were marked as Exs.A8 and A9 respectively. Further, the scribe connected with Ex.A3 was examined as P.W.3. Their oral evidence has remained unchallenged.

III. Ex.A1 is the Sale Agreement dated 03.08.2014 executed by the defendant in favour of the plaintiff in respect of 11 acres of land situated at Thirali Village, Thirumangalam Taluk, Madurai District. Under the said agreement, the defendant received an advance amount of Rs.5,05,000/- from the plaintiff. The document further contains endorsements acknowledging receipt of additional sums of Rs.2,00,000/- on 22.04.2015 and Rs.2,00,000/- on 30.06.2015. Ex.A2 is the receipt executed by the defendant acknowledging receipt of a further sum of Rs.1,00,000/-

from the plaintiff on 11.01.2015. Ex.A3 is the endorsement receipt executed by the defendant acknowledging receipt of Rs.5,00,000/- from the plaintiff on 08.02.2016.

IV. The testimony of P.W.1 regarding payment of the above amounts is natural, cogent and consistent. The same stands corroborated by Exs.A1 to A3. P.W.2, being an attesting witness to both Ex.A1 and Ex.A4, has categorically spoken about the execution of those documents by the defendant. His evidence inspires confidence and there is no material available on record to discredit his testimony.

V. Likewise, P.W.3, who wrote the endorsement receipt marked as Ex.A3, has supported the plaintiff's version regarding the payment of Rs.5,00,000/- by the plaintiff and its receipt by the defendant. The evidence of P.W.3 further lends assurance to the genuineness of the transaction.

VI. Therefore, from Exs.A1 to A3 coupled with the oral evidence of P.Ws.1 to 3, this Court is satisfied that the plaintiff had paid a total sum of Rs.15,05,000/- to the defendant under the Sale Agreement dated 03.08.2014.

VII. The principal defence raised by the defendant is that the plaintiff obtained his signatures fraudulently without permitting him to read the contents of the documents. However, except making a bald allegation in the written statement, no evidence whatsoever has been adduced to substantiate the plea of fraud.

VIII. It is well settled that fraud is a serious allegation which must be specifically pleaded and strictly proved. Mere allegations, however strong, cannot take the place of proof. In the present case, the defendant has neither initiated any proceedings for cancellation of the Sale Agreement dated 03.08.2014 or the Consent Letter dated 03.11.2021 nor produced any complaint, notice, expert opinion or other material to show that the documents were obtained by fraud, coercion or misrepresentation.

IX. Significantly, in the reply notice marked as Ex.A7, the defendant has not specifically disputed the signatures found in the documents. The defendant has also not sought any expert examination of the signatures found in Exs.A1 to A4 and the plaintiff has examined the attesting witnesses to the document to prove its execution. In the absence of any supporting evidence, the plea of fraud remains a mere assertion and cannot be accepted.

X. Ex.A4 is the Consent Letter dated 03.11.2021 executed between the parties. Under the said document, the defendant unequivocally agreed to pay a sum of Rs.25,00,000/- to the plaintiff on or before 10.11.2021. The execution of Ex.A4 stands duly proved through the evidence of P.W.1 and P.W.2. The document constitutes an independent acknowledgment and settlement of the monetary liability arising out of the earlier transaction between the parties.

XI. It is also relevant to note that the defendant has admitted in the written statement that he paid a sum of Rs.3,00,000/- to the plaintiff. Though the defendant attempted

to dispute the nature of the transaction, such payment probalilise the plaintiff's case regarding the existence of a subsisting monetary liability between the parties. The defendant does not explain the reason for such transaction with the plaintiff. The said admission lends further support to the plaintiff's claim.

XII. The defendant has not entered the witness box to substantiate the allegations made in the written statement. It is a settled principle that when a party abstains from entering the witness box and fails to subject himself to examination, an adverse inference can legitimately be drawn against him. The pleadings contained in the written statement, unsupported by evidence, cannot by themselves displace the positive evidence adduced by the plaintiff.

XIII. This Court therefore finds that the plaintiff has successfully established his case. The plaintiff has therefore established that a sum of Rs.22,00,000/- remains due and payable by the defendant.

XIV. The objection regarding territorial jurisdiction is also devoid of merit. The plaintiff has specifically pleaded and deposed that substantial payments were made at Dindigul and were received by the defendant therein. The defendant has not adduced any evidence to rebut the said assertion. Since a part of the cause of action arose within the territorial jurisdiction of this Court, the suit is maintainable under Sections 20(b) and 20(c) of the Code of Civil Procedure.

XV. The suit is also not barred by limitation. Ex.A4, namely the Consent Letter dated 03.11.2021, constitutes a fresh and independent acknowledgment and settlement of liability. The present suit having been instituted on 20.02.2023 is well within the period of limitation reckoned from the said document. Accordingly, Issues Nos.1 to 4 are answered in favour of the plaintiff.

XVI. Having held that the defendant is liable to satisfy the suit claim, this Court is required to determine the quantum of relief. The plaintiff seeks recovery of the balance amount of Rs.22,00,000/- together with interest. Considering the nature of the transaction, the undertaking contained in Ex.A4, the conduct of the parties and the overall facts and circumstances of the case, this Court finds that interest at the rate of 12% per annum from the date of suit till realization is reasonable and justified.

XVII. Accordingly, the plaintiff is entitled to recover a sum of Rs.22,00,000/- together with interest thereon at the rate of 12% per annum from the date of plaint till the date of realization. Issue No.5 is answered accordingly in favour of the plaintiff.

8. Result :-

In the result, the suit is decreed with costs. The defendant is directed to pay to the plaintiff a sum of Rs.25,41,000/- together with future interest at the rate of 12% per annum on the principal sum of Rs.22,00,000/- from the date of filing of the suit (20.02.2023) to till the date of decree and thereafter at the rate of 6% per annum till the date of realization on the principal amount.

Dictated to steno-typist and directly typed by her in the computer, corrected and pronounced by me in open Court this 4th day of June 2026.

**Additional District Judge,
Dindigul.**

Annexures:

List of witnesses on the side of Plaintiff:

- P.W.1 - Mr.A.Abdul Rasuldeen
P.W.2 - Mr.R.Irudhayaraja Singh
P.W.3 - Mr.Adaikalamkathapillai

List of Exhibit on the side of Plaintiff:

Ex.A1	03.08.2014	Sale Agreement entered into between the plaintiff and the defendant contains endorsements on its reverse side evidencing receipt of Rs.2,00,000/- on 22.04.2015 and Rs.2,00,000/- on 30.06.2015 by the defendant towards the sale consideration - Original
Ex.A2	11.01.2015	Receipt executed by the defendant acknowledging receipt of a sum of Rs.1,00,000/- from the plaintiff towards the sale consideration.
Ex.A3	08.02.2016	Endorsement receipt executed by the defendant acknowledging receipt of Rs.5,00,000/- from the plaintiff, made on the xerox copy of the Sale Agreement dated 03.06.2014.
Ex.A4	03.11.2021	Consent Letter executed by the plaintiff and the defendant, wherein the defendant agreed to pay a sum of Rs.25,00,000/- to the plaintiff.
Ex.A5	25.10.2022	Legal notice issued by the plaintiff through his counsel to the defendant.

Ex.A6	26.10.2022	Consists of two postal acknowledgments and two postal receipts evidencing service of the said notice upon the defendant at two different addresses.
Ex.A7	04.11.2022	Reply notice issued by the defendant through his counsel to the plaintiff's counsel.
Ex.A8	--	Second attesting witness signature of P.W.2 found in Exhibit A1 – Sale Agreement.
Ex.A9	--	First attesting witness signature of P.W.2 found in Exhibit A4 – Consent Letter.

List of witness and Exhibit examined on the side of the Defendant : -Nil-

**Additional District Judge,
Dindigul**

Fair Judgment O.S.No.79/2023 D.O.D : 04.06.2026 (Exp)
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