

IN THE COURT OF II ADDITIONAL DISTRICT JUDGE, ERODE

Present: V.Suresh B.A., B.L.,

II Additional District Judge, Erode

Wednesday, the 15th day of April, 2026

O.S.No.381 of 2023

(CNR.No.TNED01-003098-2023)

1. R.Anandalakshmi

2. R.Deepak Dhilipan Raj

3. R.Nivedha Senbagahm

- Plaintiffs

/ Vs /

M.Baby

- Defendant

This suit coming before this court for final hearing on 25-03-2026 in the presence of Thiru.Su.Radhakrishnan, Advocate for the plaintiffs and the defendant was set exparte, upon hearing the arguments of the plaintiffs side, perusing the records and having stood over for consideration till this date, this court delivers the following;

Judgement

01. The plaintiff had filed the suit under Order VII Rule 1 of C.P.C to directing the defendant to pay the plaintiffs a sum of Rs.12,71,700/- with subsequent interest at the rate of 18% per annum on the advance amount of Rs.8,75,000/- from the date of suit till the date of realization of the entire amount and for creating a charge over the suit property for the repayment of the above said amounts and for costs of the suit.

02. The averments made in the plaint in a nutshell

(i) The 1st plaintiff is the wife of deceased Ravindran and the 2nd plaintiff is the son and the 3rd plaintiff is the daughter of the said Ravindran. The said Ravindran was

a former employee in the Indian Railways. The Ravindran and the plaintiffs have desired to buy a property for the family and also decided to get the sale deed in the name of Ravindran. In the year 2020, they approached the defendant and enquired about the property. The defendant stated that she was the absolute owner of the property and that she was willing to sell the suit property to the said Ravindran at the sale price of Rs.13,00,000/-. The said Ravindran and the defendant entered into a registered agreement of sale deed dated 31-10-2020 and a sum of Rs.6,00,000/- was paid as advance at the time of the agreement by Ravindran to the defendant. The time for execution of the sale was agreed as 3 months. Further sum of Rs.2,75,000/- was paid to the defendant by Ravindran and sale agreement extension deed dated 21-01-2021 was executed to the effect.

(ii) Even as the plaintiffs' family was getting themselves ready to pay the remaining part of the sale consideration and to get the sale deed executed. The defendant had at the time of entering into the agreement represented that the suit property is abutted in the south by 20 feet wide panchayat road. The defendant by showing the building approval stated that the road was shown as the southern boundary of the suit property. The plaintiffs came to know that there was no such road in existence and that there were two suits pending in different courts which could affect the suit property and the access to it. So, they issued legal notice dated 30-01-2021 calling upon the defendant to provide proper proof of the existence of the road and also to furnish proper explanations about the suits.

(iii) Evenafter receiving the notice, the defendant did not respond. So, the said Ravindran and the plaintiffs did not pay the remaining amount and had informed to the defendant that they will agree to get sale executed if the above said contingencies were properly cleared. The said Ravindran had always been ready and willing to perform his part of the contract. There was no proper clarification by the defendant. Unfortunately, the said Ravindran passed away on 07-05-2021 leaving behind the

plaintiffs as his legal heirs. So, the plaintiffs become entitled to receive the advance amount from the defendant. Evenafter repeated demands by the plaintiffs, the defendant has not come forward to return the advance amount. The plaintiffs issued legal notice dated 05-09-2022 calling upon the defendant to repay the advance amount of Rs.8,75,000/- with interest at the rate of 24%. The defendant received the notice, but had not responded in anyway. Hence, the suit for recovery of advance amount and for creation of charge over the suit property.

03. The point for consideration is whether the plaintiffs are entitled for the reliefs as prayed for?

04. Heard the arguments of the plaintiffs side. The defendant was set exparte. On the side of the plaintiffs, PW1 was examined and documents in Ex.A1 to Ex.A8 were marked. The suit is one for refund of advance amount and for creation of charge over the suit property.

05. The PW1 who is the 3rd plaintiff had narrated entire facts of the case in her proof affidavit. The plaintiffs in the pleadings and oral evidences have contented that the suit property belongs to the defendant and that Ravindran and the defendant have entered into registered sale agreement dated 31-10-2020 with respect to the suit property and that the said Ravindran had paid Rs.6,00,000/- as advance amount to the defendant on 31-10-2020 itself and that on 21-01-2021, the said Ravindran had paid Rs.2,75,000/- as further advance amount to the defendant and that the said Ravindran had came to know that two suits were pending with respect to the suit property and there was no pathway for the suit property and that evenafter repeated demands, the defendant had not clarified the above said encumbrances and that the said Ravindran was died on 07-05-2021 leaving behind the plaintiffs and that the plaintiffs have issued legal notice to the defendant seeking relief to the advance amount stating about

the defects in title over the suit property and that the defendant had not come forward to refund the advance amount.

06. The document in Ex.A1 would show that the defendant and one R.Ravindran have entered into a registered sale agreement on 31-10-2020 and that the defendant had received Rs.6,00,000/- from the said R.Ravindran as advance amount on the same day. The document in Ex.A2 would show that the defendant and one R.Ravindran have entered into a registered sale agreement time extension deed on 21-01-2021 and that the defendant had received another amount of Rs.2,75,000/- from the said R.Ravindran towards further advance amount on 21-01-2021. The document in Ex.A3 would show that the said R.Ravindran had issued notice to the defendant on 30-01-2021 seeking refund of advance amount by pointing out the encumbrances over the suit property. The document in Ex.A4 would show that the defendant had received the said notice of the said R.Ravindran.

07. The documents in Ex.A5 & Ex.A6 would show that the said R.Ravindran was died on 07-05-2021 leaving behind the plaintiffs as his legal heirs. The documents in Ex.A7 & Ex.A8 would show that the plaintiffs have issued the legal notice to the defendant on 05-09-2022 and that the defendant had received the said notice. The plaintiffs have contented that the said R.Ravindran had been ready and willing to perform his part of contract, but after execution of the Ex.A2 deed he came to know that two suits were pending with respect to the suit property and that there was no pathway for the suit property and that sale deed could not be executed due to the said encumbrances. The PW1 had deposed that the defendant had failed to repay the advance amount. The defendant had not turned up to contest the suit. The plaintiffs have established the case through oral and documentary evidences. Therefore, this court is of view that the plaintiffs are entitled for the advance amount with subsequent

interest and also the relief of creation of charge over the suit property and costs.

In the result, the defendant is directed to pay the plaintiffs a sum of Rs.12,71,700/- (Rupees Twelve Lakhs Seventy One Thousand Seven Hundred only) together with interest at the rate of 9% per annum on Rs.8,75,000/- from the date of plaint till the date of the Judgement and thereafter, with interest at the rate of 6% per annum on Rs.8,75,000/- till the date of realization with costs. Charge created over the suit property for the above said amount. Accordingly, the suit is decreed with costs.

Directly dictated to the Steno-typist and directly computerized by her, corrected and pronounced by me in the open court, on this 15th day of April 2026.

II Additional District Judge,
Erode.

01. List of witnesses on the side of the plaintiffs

1) PW1 - Nivedha Senbagam

02. List of exhibits on the side of plaintiffs

1. Ex.A1 - 31-10-2020 - Original sale agreement
2. Ex.A2 - 21-10-2021 - Original sale agreement time extension deed
3. Ex.A3 - 30-01-2021 - Copy of notice
4. Ex.A4 - - - Original postal acknowledgment card
5. Ex.A5 - 14-06-2021 - Copy of death certificate
6. Ex.A6 - 07-10-2021 - Copy of legal heir certificate
7. Ex.A7 - 05-09-2022 - Copy of legal notice
8. Ex.A8 - - - Original postal acknowledgment card

03. List of witnesses and exhibits on the side of the defendant : Nil

II Additional District Judge,
Erode.

II ADC, Erode

O.S.No.381/2023

Date : 15-04-2026

Draft/Fair Judgment