

In The Court of Principal District and Sessions Judge, Kallakurichi.

Present: Tmt. Iruzan Poonguzhali, M.L.,
Principal District and Sessions Judge,
Kallakurichi.

Friday, the 6th day of September 2024

Original Suit Number. 126/2024

Manikandan . . Plaintiff

/vs/

Lalitha . . Defendant

The original suit has been coming before me for final hearing on 05.06.2024 in the presence of Thiru.N.Shanmugam, learned advocate for the Plaintiff and Thiru.P.Dinesh, learned Advocate for the defendant, later, the defendant having not filed the written statement, remained exparte and on hearing the arguments of plaintiff's side, upon perusing the relevant records, and having been stood over for consideration of this court, till this day, this court has delivers the following:-

JUDGMENT

The suit is filed by the plaintiff for the relief of specific performance, on the basis of an agreement for sale dated 06.01.2022, directing the defendant to execute and register a sale deed in favour of the plaintiff, after receiving the balance of sale consideration of Rs.1,00,000/-, within the time stipulated by the court, covering the suit property, failing which the court may execute and register the sale deed and to deliver possession of the suit property and in default directing delivery through court and for costs.

2. The plaint averments in brief are as follows:-

(i) The schedule mentioned property absolutely belongs to the defendant. That the defendant approached the plaintiff and offered for sale of the suit property

and quoted Rs.11,00,000/- as the sale price. The plaintiff accepted the same and was prepared to purchase the same for the said price by entering into an registered sale agreement on 06.01.2022. The defendant received an advance amount of Rs.10,00,000/-. The time limit for completing of the transaction was fixed by two years. Accordingly the plaintiff was ready to pay the balance sale consideration for Rs.1,00,000/-. But the defendant had evaded to execute the sale deed. With no other option, on 10.02.2023, the plaintiff issued a legal notice to the defendant, to receive the balance sale consideration and to execute the sale deed in his favour. But however, he had not come forward to receive the balance sale consideration and to execute the sale deed. Hence the suit.

3. In the instant case, summon was duly served upon the defendant. The defendant also engaged a counsel, but later failed to file the written statement and remained exparte. Hence the suit proceeded exparte against the defendant.

4. On the side of the plaintiff, PW1 and PW2 were examined and Ex.A1 to Ex.A3 were marked.

5. The point for consideration is whether the plaintiff is entitled to the relief of Specific Performance ?

Point:-

(i). The plaintiff has filed the suit for the relief specific performance. The plaintiff has filed his evidence on affidavit in similar facts of his pleading as pleaded in the plaint. The plaintiff in his plaint as well as in his evidence as PW1, has categorically stated that, the defendant is the absolute owner of the suit property and she came with an offer to sell the said property, the plaintiff was also willing to purchase the same. In pursuance of the negotiation, the sale price for the suit property was fixed at Rs.11,00,000/- and on 06.01.2022 a sale agreement was entered into between the plaintiff and the defendants and an advance amount of Rs.10,00,000/- was also paid by the plaintiff to the defendant as per Ex.A1, which is

a registered document. That it was mutually agreed by both the parties to pay the balance sale consideration within a period of 2 years, from the date of the agreement. The plaintiff is always ready and willing to perform his part of the contract. But the defendant has not received the balance sale consideration of Rs.1,00,000/- and had not come forward to execute the sale deed in favour of the plaintiff. Since the defendant failed to perform his part of the contract, the plaintiff is constrained to issued a legal notice dated 10.12.2023 as per Ex.A2. PW2 has spoken about the factum of the receipt of advance amount of Rs.10,00,000/- by the defendant from the plaintiff.

(ii). Further, on perusal of Ex.A1, Original registered sale agreement it reveals that the plaintiff has agreed to purchase the suit property for a total consideration of Rs.11,00,000/- an advance amount of Rs.10,00,000/- was paid to the plaintiff by the defendant on 06.01.2022 and that the terms and conditions of the agreement was reduced into writing and two years time was stipulated for payment of the balance consideration and that on 06.01.2024 the defendant also received the balance sale consideration of Rs.1,00,000/- from the plaintiff and thereafter the plaintiff has not come forward to execute the sale deed.

(iii). Thus, the plaintiff who has examined himself as PW1, has categorically stated that, he is always ready and willing to perform his part of the contract and the defendant is evading the same and thus discharged his burden, by proving that the agreement for sale under Ex.A1 is true and also proved the existence of valid agreement. PW2, attesor to Ex.A1, has also spoken about the execution of the suit agreement of sale and that he had signed the document in the presence of the plaintiff and the defendant after seeing the execution of the document. Since the contentions raised by the plaintiff was not repudiated or controverted by the defendant, by letting in any oral or documentary evidence and the defendant having remained exparte, and since the plaintiff has proved his case with sufficient oral and documentary evidence. Furthermore, during the pendency of the suit the balance

sale consideration of Rs.1,00,000/- was deposited into this Court by the plaintiff on 05.09.2024. It can be safely concluded that the plaintiff is entitled to the relief of specific performance with costs. This point is answered accordingly infavour of the plaintiff.

In the result, the suit is decreed as prayed for with costs, directing the defendant to execute and register the sale deed, in respect of the suit property, in favour of the plaintiff, quoting a sale price of Rs.11,00,000/- , upon the stamp papers produced by the plaintiff, within a period of 3 months from this date, since the balance sale consideration of Rs.1,00,000/- having been deposited on 05.09.2024 in this Court, failing which the plaintiff is entitled to take the sale deed through the process of the court.

Dictated by me to the Steno-Typist, typed by her directly to my dictation, corrected and pronounced by me in the open court, this, the 6th day of September 2024.

//Sd/Irusan Poonguzhali//
Principal District Judge,
Kallakurichi

Witness examined on the side of the Plaintiff:-

PW1 - Thiru, Manikandan (Plaintiff)

PW2 - Thiru. Saravanan

Exhibits marked on the side of the Plaintiff:-

Ex.A1	06.01.2022	Original sale agreement deed executed by Plaintiff Manikandan in favour of defendant Lalitha.
Ex.A2	10.12.2023	Office copy of the legal notice issued by the plaintiff counsel to the defendant.
Ex.A3	----	Acknowledgment card

Defendant side witnesses and Exhibits: - Nil

//Sd/Irusan Poonguzhali//
Principal District Judge,
Kallakurichi.