

**IN THE COURT OF THE PRINCIPAL DISTRICT COURT,
KRISHNAGIRI**

**Present: Tmt.V.R.Latha, M.A., B.L.,
Principal District Judge, Krishnagiri.**

Monday, the 23rd day of March 2026

O.S.No.54/2017

[CNR.No.TNKI01-000659-2017]

M.G.Shanmugam

...Plaintiff.

//Versus//

1. Vedyappan
2. V.Senthil Kumar
3. V.Sasi Kumar
4. V.Suresh Kumar
5. V.Shyamala

...Defendants.

This suit coming before me for final hearing on 19.02.2026 in the presence of Thiru.G.Rangu Singh and Thiru.R.Charan Singh, Advocates appearing for the Plaintiff, in the presence of Thiru.M.Gnanam, Advocate appearing for the Defendants and upon perusing the case records, having stood over till this day for consideration, this Court, delivers the following :

JUDGMENT

Suit for Specific Performance by directing the defendants to execute the registered sale deed in respect of the suit property in favour of the plaintiff after receiving the balance sale price of Rs.4,20,250/- from the plaintiff and in default order execution of the registered sale deed in favour of the plaintiff by this court

or directing the defendants to return the advance amount with interest to the plaintiff and to grant such other relief as this court deems fit and proper in this case.

2. Case of the Plaintiff is as follows:-

i] The 1st defendant is the father and the 2nd to 4th defendants are his sons, the 5th defendant is his daughter. The suit schedule property is stated to be ancestral in nature and jointly owned by defendants 1 to 5, and they are constituting a joint family. The patta stands in the name of the 1st defendant, being the head of the family (Patta No.1008). On 07.03.2014, the defendants entered into a sale agreement with the plaintiff agreeing to sell the suit property for a total consideration of Rs.21,20,250/-. A sum of Rs.17,00,000/- was paid as advance on the date of agreement. The balance sale consideration of Rs.4,20,250/- was agreed to be paid within 22 months from the date of agreement, upon which the defendants are liable to execute and register the sale deed in favour of the plaintiff or his nominee, at the plaintiff's cost, and requested to execute the deed and prayed to deliver the possession of the property.

ii] Time was not treated as the essence of the contract. The plaintiff issued a legal notice dated 14.12.2015 calling upon the defendants to appear before the Sub-Registrar Office, Krishnagiri, on 21.12.2015 at 10.30 A.M. to receive the balance sale consideration and execute the sale deed. The defendants

refused and returned the notice, and failed to appear before the Sub-Registrar. Despite repeated demands. The defendants did not come forward to receive the balance amount and failed to execute the sale deed as agreed. Hence, the suit.

3. The contentions raised in the written statement filed by the 2nd Defendant and adopted by the 1st, 3rd, 4th and 5th defendants are as follows:

i] The suit is not maintainable either in law or on facts. The allegations in the plaint except those that are specifically admitted herein is true. The defendants were in urgent need of Rs.5,00,000/-. Through one Raja a real estate broker was introduced to the plaintiff. He agreed to lend a sum of Rs.5,00,000/- at a monthly interest rate of 2%. The defendants accepted these terms and received the loan. To secure this loan, the plaintiff demanded collateral security. Consequently, on 07.03.2014, the defendants executed a mortgage deed for their property. At that time, the plaintiff also collected several blank signed cheques from the defendants as additional security. On 07.03.2014 an agreement has been created, and that same date Rs.17,00,000/- was paid towards the agreement and the rest of the amount will be paid within 22 months and a document will be created for that purpose, and the plaintiff was always ready and willing and perform his part of the contract. But the defendants were assigned one or reason to avoid the contract all this facts are utter false and created to defrode the defendants.

ii] He further obtained from the 2nd defendant cheques No. (Nos.004082, 004083, 004084, 004085). From 3rd Defendant he obtained 4 cheque slips (Nos.40925, 40926, 40927, 40928) from Axis bank and 4th defendant he obtained 4 cheques slips (Nos.003001, 003002, 003003, 003004) from State Bank of India with the condition to return the amount within 3 months. Having believed on the words of the plaintiff they issued the cheques and also obtained their signatures in the pronote. The plaintiff has also informed the defendants whenever they had money advise them to pay that amount to him and he will maintain an account for that. The defendant paid interest directly continuously and also through bank transaction. The plaintiff sought for some time to verify the accounts and return bank cheques. But to the surprise of the defendants they received the notice from the court vide STC.No.248/2016 and STC.No.247/2016 and on perusing those records it came into light that the plaintiff has exploited their innocence and created false documents to deprive the right of the defendants. These defendants only borrowed a sum of Rs.5,00,000/- but the plaintiff utilized the state bank cheques and Axis bank cheques and foisted false cases against him. The 2nd and 4th defendant gave complaint to their banks not to pass those cheques since it has been falsely created. When the cheque was issued only as security the plaintiff utilized that situation and tried to cheat these defendants. Furthermore, when the document were created only as a security but the plaintiff fraudulently created a document with an intention to cheat them.

iii] The defendants state that the entire principal of Rs.5,00,000/-along with the accrued interest was fully paid back to the plaintiff by August 2015, and the debt was closed. However, the plaintiff failed to return the blank cheques and the mortgage documents as promised. Instead of returning them, the plaintiff failed to give the blank cheques and filed false criminal cases (Cheque Bounce cases) in the Palacode Judicial Magistrate Court (Case No.S.T.C.248/2016 and S.T.C.247/2016.) To protect themselves, the 2nd and 4th defendants had already informed their banks to “Stop payment” and closed those accounts, knowing the plaintiff might misuse the cheques. Despite knowing the debt was paid, the plaintiff proceeded with these cases, which are now pending as C.C.No.165/2017 and C.C.No.164/2017.

iv] The defendants were shocked to discover that the plaintiff had surreptitiously converted the property as a sale agreement. The plaintiff claims in the suit that an advance of Rs.17,00,000/- was paid at once, and the rest of the amount will be paid to a tune of Rs.4,20,250/- and to hand over the property to him. But the defendants vehemently denied this by way of stating they never received such a large sum and never had any intention of selling the property. Then only defendants came to know without the knowledge of the defendants the instead of creating a mortgage deed the plaintiff deceitfully created a agreement for sale deed. The plaintiff fraudulently created documents and suppress the true facts before this court.

v] The plaintiff is not a wealthy person to give a sum of Rs.17,00,000/-. The plaintiff issued a notice on 14.12.2015 but he filed this case only after 1 year 4 months. Why the suit was filed belatedly for that question there is no proper answer adduced by the plaintiff and prayed to dismiss this suit.

4. Based on the pleadings the following issues were framed on 13.06.2022.

1. Whether the sale agreement dated 07.03.2014 is true valid and enforceable through court of law?

2. Whether the alleged sale agreement dated 07.03.2014 was executed for the purpose of loan transaction?

3. Whether the plaintiff did pay a sum of Rs.17,00,000/- as advance on the date of alleged sale agreement dated 07.03.2014?

4. Whether the plaintiff is entitled the relief of specific performance as prayed for?

5. whether the plaintiff is entitled Rs.17,00,000/- (Rupees seventeen lakhs only) with interest from the plaintiff?

6. To what other relief the plaintiff is entitled to?

5. On the side of the Plaintiff P.W.1 to P.W.3 were examined and Ex.A1 to Ex.A8 were marked. On the side of the Defendants D.W.1 was examined and exhibits Ex.B1 and Ex.B2 were marked.

Issues Nos.1 to 6

6] On the side of the plaintiff, Ex.A1 – Computer Chitta was marked, which stands in the name of Vedyappan, who is the father of Senthilkumar, Sasikumar, Sureshkumar and Shyamala. This document was obtained by the plaintiff by downloading the same. Ex.A2 is the alleged sale agreement relied

upon by the plaintiff. Ex.A3 is the copy of the legal notice issued by the plaintiff. Ex.A4 to Ex.A8 are the returned postal covers relating to the notices sent to defendants 1 to 5.

7] On the side of the plaintiff, it is contended that the suit schedule property is ancestral in nature and is jointly owned by defendants 1 to 5, The patta stands in the name of the 1st defendant, who is stated to be the head of the family (Patta No.1008). It is further contended that on 07.03.2014, the defendants entered into a sale agreement with the plaintiff agreeing to sell the suit property for a total sale consideration of Rs.21,20,250/-. On the date of agreement, a sum of Rs.17,00,000/- was paid as advance. The balance sale consideration of Rs.4,20,250/- was agreed to be paid within 22 months from the date of agreement, upon which the defendants are bound to execute and register the sale deed in favour of the plaintiff or his nominee, at the cost of the plaintiff, and also to deliver possession of the property. It is the further case of the plaintiff that time was not the essence of the contract. The plaintiff issued a legal notice dated 14.12.2015 calling upon the defendants to appear before the Sub-Registrar Office, Krishnagiri, on 21.12.2015 at 10.30 a.m., to receive the balance sale consideration and execute the sale deed. According to the plaintiff, the defendants refused to receive the notice and the same were returned. The defendants also failed to appear before the Sub-Registrar Office despite repeated

demands he did not come forward to receive the balance amount or to execute the sale deed as agreed.

8] It is the case of the plaintiff that he was always ready and willing to perform his part of the contract as per the terms of the sale agreement and that he had the balance sale consideration ready in hand for payment and for getting the sale deed executed in his favour. However, according to the plaintiff, the defendants were not willing to perform their part of the contract. It is further contended that time was not the essence of the contract between the parties. Therefore, the plaintiff has approached this Court seeking a direction to the defendants to execute and register the sale deed in respect of the suit property in his favour, after receiving the balance sale consideration of Rs.4,20,250/-, or in the alternative, to direct the defendants to return the advance amount with interest and costs.

9] During the cross-examination of P.W.1 (M.G. Shanmugam), it has been elicited on the side of the defendants that the plaintiff had stated that he had already paid 4/5th of the total sale consideration to the defendants. If that is so, a question was put to him as to why a long period of 22 months was fixed for completion of the transaction. To this, the plaintiff answered that he did not have sufficient funds at that time and therefore sought for a period of 22 months to complete the transaction. This admission clearly shows that even at the time of entering into the agreement, the plaintiff was not having sufficient funds in hand.

When the plaintiff himself admits that he did not have sufficient funds at the time of the agreement, it creates a serious doubt regarding his financial capacity to complete the contract. Hence, it is evident that the plaintiff was not financially ready to perform his part of the contract.

10] It is further seen that even before the expiry of the agreed period, the plaintiff issued a legal notice to the defendants. The notice was issued on 14.12.2015. The plaintiff has admitted that only by that time he was able to arrange the balance sale consideration. He has also stated that since he was under the impression that he had a period of three years, but he failed to properly calculate the agreed time period. It is also to be noted that the suit has been filed only on 06.03.2017. During the cross-examination, a specific question was put to the plaintiff as follows:

" வழக்கறிஞர் அறிவிப்பிற்கு பிறகு 16 மாதம் கழித்து வழக்கு தாக்கல் செய்ய என்ன காரணம் என்றால், எதிர்வாதிகள் Ex.A3 அறிவிப்பிற்கு பிறகு பிரதிவாதிகள் அமைதியாக இருந்தார்கள். நானும் அமைதியாக இருந்து விட்டேன். இதே காலகட்டத்தில் 4ம் எதிர்வாதி சுரேஷ் மீது பாலக்கோடு நீதிமன்றத்தில் 07.10.2015 நாளிட்ட காசோலை கொண்டு ரூ.9,00,000/-க்கு வழக்கிட்டுள்ளேன் என்றால், சரிதான். அது வேறு நடவடிக்கையாகும். அதேபோல் 2ம் எதிர்வாதி செந்தில்குமார் பெயரில் ரூ.7,50,000/-க்கு

காசோலை தேதி 07.10.2015 நாளிட்டது என்று சொல்லி
காசோலை வழக்கு தாக்கல் செய்துள்ளேன் என்றால்,
சரிதான். அது தனிப்பட்ட வழக்கு முறையில் நான்
செந்தில்குமாருக்கு கொடுத்த தொகையாகும்.
எதிர்வாதிகள் என்னிடம் கடனாக பணம் வாங்கி
இருந்தார்கள் என்றும், அக்கடனுக்கு ஆதரவாக
இருப்பதற்காகவே வழக்கு கிரைய ஒப்பந்தம் 2, 5
பிரதிவாதிகளின் காசோலைகளையும், பிணையமாக
எதிர்வாதிகளிடம் வாங்கியுள்ளேன் என்றால், சரியல்ல.
எதிர்வாதிகள் என்னிடம் ரூ.5,00,000/- மட்டும்
பெற்றுக்கொண்டு வழக்கு கிரைய ஒப்பந்தத்தை
பிணையத்திற்காக இருப்பதற்காக எழுதிக் கொடுத்து
இருக்கிறார்கள் என்றால், சரியல்ல. நான் மேற்படி கடன்
தொகை ரூ.5,00,000/-க்கு 22 மாதத்திற்கு வட்டி சேர்த்து
ரூ.15,00,000/- என கிரைய ஒப்பந்தம் எழுதி உள்ளேன்
என்றால், சரியல்ல. 2015ம் வருடம் ஆகஸ்ட் மாதத்தில்
எதிர்வாதிகள் என்னிடம் வாங்கிய கடன் தொகையை
முழுவதுமாக கட்டி தீர்த்துவிட்டார்கள் என்றால், சரியல்ல.
அந்த காசோலைகளை நான் திருப்பி கொடுத்து விட்டேன்
என்றால் சரிதான். " என்று சாட்சியமளித்துள்ளார்.

11] From the evidence elicited during the cross-examination of P.W.1, it is evident that the defendants have taken a consistent stand that they borrowed

only a sum of Rs.5,00,000/- from the plaintiff and agreed to repay the same with interest. The defendant further stated that by adding interest, the amount would come to around Rs.15,00,000/-, and by taking advantage of such situation, the plaintiff has created documents as if a higher amount was involved in a sale transaction. It is also brought out in evidence that the plaintiff had obtained signed cheques from the defendants at the time of lending money. The plaintiff himself has admitted that he returned certain cheques on the ground that the signatures differed and obtained fresh cheques. This conduct probalises the defence case that the cheques were taken only as security for the loan transaction. Further, it is the specific case of the defendants that after repayment of the entire loan amount with interest, the plaintiff did not return all the cheques and misused the remaining cheques by initiating cheque bounce cases against the 2nd and 4th defendants before the Palacode Judicial Magistrate Court. The defendants have also produced judgments of the criminal courts to show that the said cheque cases ended against the plaintiff. These circumstances lend support to the defence case that the plaintiff has misused the documents obtained from the defendants at the time of lending money and has attempted to convert the same into a sale agreement. Therefore, the overall evidence on record probalises the defence version that the transaction between the parties was only a loan transaction and not a genuine agreement for sale.

12] While the perusing this case on seeing the evidence of DW1 he has stated in the evidence

" என் தரப்பில் 12.12.2022 தேதியில் பாலக்கோடு குற்றவியல் நடுவர் நீதிமன்ற வழக்கு CC.No.164/2017ன் தீர்ப்பின் சான்றிட்ட நகல் தாக்கல் செய்கிறேன். அது பி.வா.சா.ஆ.1 ஆக குறியிடப்படுகிறது. 12.12.2022 தேதியில் பாலக்கோடு குற்றவியல் நடுவர் நீதிமன்ற வழக்கு CC.No.165/2017ன் தீர்ப்பின் நகல் தாக்கல் செய்கிறேன். அது பி.வா.சா.ஆ.2 ஆக குறியிடப்படுகிறது. உண்மைச் சங்கதி என்னவென்றால் தாவா சொத்துக்கள் அனைத்தும் 1ம் பிரதிவாதிக்கு அவருடைய தந்தை வழியாக வந்த பிதூரார்ஜ்ஜிதமான சொத்துக்கள் ஆகும். ஆதியில் இருந்து எங்கள் குடும்பத்தினர் பாத்தியம், சுவாதீனம், அனுபோகம் மேற்கொண்டு வருகிறோம். கடந்த 2014 மார்ச் மாத வாக்கில் எங்களுக்கு ரூ.5,00,000/- பணம் அவசரமாக தேவைப்பட்டதால் நில புரோக்கர் ரியல் எஸ்டேட் ராஜா மூலமாக வாதியை எனக்கு தெரிந்தவர் என்ற முறையில் ரூ.5,00,000/-க்கு மாதம் ரூ.2/- வட்டி வீதம் செலுத்துவதாக ஒப்புக்கொண்டு ரூ.5,00,000/- கடனாக நாங்கள் வாங்கினோம். அதற்கு வாதி கூறிய அனைத்து நிபந்தனைகளுக்கு வேறு வழியில்லாமல் நாங்கள் சரி என்று ஒப்புக்கொண்டு தாவா சொத்தை ரூ.5,00,000/-

கடன் நடவடிக்கைக்காக வேண்டி அடமானம் செய்து தர ஒப்புக்கொண்டு கடந்த 07.03.2014ம் தேதியன்று தாவா சொத்தை அடமானம் எழுதிக் கொடுத்துவிட்டோம். அப்போதே வாதியானவர் எங்களிடம் தலா ஒரு வெற்று பாண்டு பத்திரத்தில் கையெழுத்து மட்டும் வாங்கிக்கொண்டார். அதுமட்டுமல்லாமல், 2ம் பிரதிவாதியிடம் 004082, 004083, 004084, 004085 எண்கள் கொண்ட AXIS வங்கி காசோலைகள் நான்கும், 3ம் பிரதிவாதியிடம் 40925, 40926, 40927, 40928 எண்கள் கொண்ட AXIS வங்கி காசோலைகள் நான்கும், எண்ணிடம் 003001, 003002, 003003, 003004 எண்கள் கொண்ட ஸ்டேட் பேங்க் காசோலைகள் நான்கும், 5ம் பிரதிவாதியிடம் ஒரு வெற்று புரோநோட்டிலும் கையொப்பம் வாங்கிக் கொண்டு கடன் கொடுத்தார். அந்த பணத்தை நாங்கள் மூன்று வருட வாய்தாவிற்குள் திருப்பித் தருவதாக கூறினோம். கடன் தொகைக்கு மாதமாதம் வட்டி நிலுவையின்றி திருப்பி செலுத்தி வந்தோம். நாங்கள் வாதியின் வங்கி கணக்கிலும் பணம் போட்டும், நேரடியாக கையிலும் பணத்தை கொடுத்துள்ளோம். வாதியானவர் கணக்கு வழக்கு பார்த்துவிட்டு அடமானப் பத்திரத்தை ரத்து செய்வதாகவும், வெற்று ஆவணங்களையும், வெற்று காசோலைகளையும் திருப்பித் தந்துவிடுவதாக கூறினார். நாங்கள் நம்பிக்கையின் அடிப்படையில் இருந்து வந்தோம்.

உண்மைநிலை அவ்வாறு இருக்க கடந்த 2016 மே மாதவாக்கில் கணம் பாலக்கோடு குற்றவியல் நடுவர் நீதிமன்றத்தில் இருந்து, ஏதோ வாதி காசோலை மோசடி வழக்கு தாக்கல் செய்துள்ளதாக தெரிவித்து 2ம் பிரதிவாதிக்கு S.T.C.No.248/2016 வழக்கில் சம்மனும், அதேபோல் எனக்கு S.T.C.No.247/2016 வழக்கில் சம்மனும் வந்தது. அதனை வாங்கிப் பார்த்தப் பின்னிட்டு தான் வாதிபாணவர் நாங்கள் வாங்கிய கடன் ரூ.5,00,000/-க்கு ஆதரவாக வாங்கி வைத்திருந்த வெற்று காசோலைகளை பூர்த்தி செய்து மேற்படி காசோலை வழக்குகளை தாக்கல் செய்துள்ள விவரம் எங்களுக்கு தெரியவந்தது. வாதி காசோலையை தவறாக பயன்படுத்தக்கூடாது என்று 2ம் பிரதிவாதி தனது வாங்கி கணக்கை முடித்து வைத்தும், நான் வாதி வசம் கொடுத்து வைத்திருந்த நான்கு காசோலைகளை பண பரிமாற்றம் செய்யக் கூடாதென எனது வாங்கி மூலம் புகார் கொடுத்து நிறுத்தியும் வைத்துள்ளோம். அந்த விவரம் வாதிக்கு நன்கு தெரியும். கிருஷ்ணகிரி மாவட்ட நீதிமன்றத்தில் இருந்து அழைப்பாணை வந்தது அதனை பெற்று பார்த்தபோது தான் தாவா சொத்தை வாதிக்கு விற்க ரூ.17,00,000/- கிரய முன்பணமாக வாங்கியதாகவும் மீதி பாக்கித்தொகை ரூ.4,20,260/- ஐ பெற்றுக்கொண்டு தாவா சொத்தை வாதிக்கு கிரயம் செய்து தர வேண்டும் என்று வழக்கு

தாக்கல் செய்த விவரம் தெரியவந்தது. அதனை பார்த்த நாங்கள் செய்வதறியாது திகைத்துப் போனோம். அப்போது தான் வாதியானவர் அடமானம் என்று கூறிவிட்டு கிரய உடன்படிக்கை ஆவணமாக மாற்றி எழுதி வாங்கிக் கொண்டுள்ளார் என்று எங்களுக்கு தெரிய வந்தது. அதற்கு முன்பு வரை அடமானம் பத்திரம் என்று தான் நாங்கள் இருந்து வந்தோம். வாதி வழக்கில் கூறியுள்ளது போல் அவ்வளவு பெரிய தொகையை எங்களுக்கு எப்போதும் தரவுமில்லை, நாங்கள் வழக்கு சொத்தை வாதிக்கு விற்க விலைபேசவும் இல்லை." என்று சாட்சியமளித்துள்ளார்.

13] From the evidence of P.W.2, it is seen that he has spoken about the alleged payment of Rs.17,00,000/- said to have been made on the date of agreement. However, his version regarding the denominations of currency is highly doubtful. He has stated that the amount was paid in denominations of Rs.100/-, Rs.200/-, Rs.500/- and Rs.2000/- notes. It is a matter of common knowledge that Rs.2000/- currency notes were introduced only in November 2016 and Rs.200/- notes were introduced later in the year 2017. Therefore, the claim of P.W.2 that such currency notes were used in the alleged transaction dated 07.03.2014 is factually impossible and renders his testimony unreliable.

14] P.W.3 (Nazir), who was examined to support the case of the plaintiff, has also given inconsistent evidence. Initially, he has stated that he did not sign as a witness in Ex.A2 sale agreement. However, during further examination under Section 154 of the Indian Evidence Act, he has taken a contradictory stand. On verification of Ex.A2, it is found that the name of P.W.3 does not appear as a witness in the said document. This contradiction creates serious doubt about his presence and participation in the alleged transaction. Further, P.W.3 has also stated that the amount was paid in Rs.2000/- and Rs.500/- denominations, which again is factually incorrect for the year 2014. Thus, the evidence of P.W.3 is not trustworthy.

15] The testimonies of P.W.2 and P.W.3 are mutually inconsistent regarding the mode of payment of the alleged advance amount of Rs.17,00,000/-. While P.W.2 has stated that the amount was paid in mixed denominations including Rs.100/-, Rs.200/-, Rs.500/- and Rs.2000/- notes, P.W.3 has stated that the amount was paid only in Rs.2000/- and Rs.500/- denominations. Such material contradictions between key witnesses regarding the very payment of consideration create serious doubt about the genuineness of the transaction. More importantly, the reference to Rs.2000/-and Rs.200/- currency notes in respect of a transaction said to have taken place on 07.03.2014 is an impossibility, as such currencies were introduced only in later years. This

clearly indicates that the version put forth by the plaintiff is not true and is a concocted one.

16] It is well settled that in a suit for specific performance, the plaintiff must prove not only the execution of the agreement but also his readiness and willingness to perform his part of the contract. In the present case, the plaintiff has failed to prove his financial capacity at the relevant point of time. On the other hand, the evidence on record probalises the defence case that the transaction was only a loan transaction and that the plaintiff has misused the documents obtained from the defendants. Further, the inconsistencies in the evidence of P.W.2 and P.W.3, coupled with the improbabilities regarding the mode of payment, clearly show that the plaintiff has not approached this Court with clean hands.

17] Therefore, this Court is of the considered view that the plaintiff has failed to prove that the sale agreement dated 07.03.2014 is a genuine and enforceable document. On the contrary, the defence version that the transaction was only a loan transaction appears to be more probable. Accordingly, all the issues are answered against the plaintiff.

In the result, the suit is dismissed with costs. Considering the fact that the plaintiff has come forward with a false and vexatious suit against the defendants, the plaintiff is directed to pay a sum of Rs.10,000/- as exemplary costs to the defendants.

Dictated to the Steno-Typist, directly and typed him on the computer corrected and pronounced by me in the open court on this the 23rd day of March 2026.

Principal District Judge,
Krishnagiri.

List of Witnesses on the side of plaintiff:

PW1. - Tr. Shanmugam
PW2. - Tr. Rajasekar
PW3. - Tr. Nazir

List of Exhibits on the side of the plaintiff:

Ex.A1	15.03.2017	The computer chitta Patta No.1008	Online copy
Ex.A2	07.03.2014	The Sale Agreement executed by defendants in favour of plaintiff in Doc.No.764/2014.	Original
Ex.A3	14.12.2015	The Advocate Notice issued by plaintiff to defendants.	Office copy
Ex.A4	15.12.2015	The Postal cover returned from 1 st defendant as refused.	Original
Ex.A5	15.12.2015	The Postal cover returned from 2 nd defendant as refused.	Original
Ex.A6	15.12.2015	The Postal cover returned from 3 rd defendant as refused.	Original
Ex.A7	15.12.2015	The Postal cover returned from 4 th defendant as refused.	Original
Ex.A8	15.12.2015	The Postal cover returned from 5 th defendant as refused.	Original

List of Witnesses on the side of the Defendants :

D.W.1 - Tr. Suresh Kumar

List of Exhibits on the side of the Defendants :

Ex.B1	12.12.2017	The Judgment copy of Judicial Magistrate, Palacode in STC.No.164/2017	Digitally signed copy
Ex.B2	12.12.2017	The Judgment copy of Judicial Magistrate, Palacode in STC.No.165/2017	Digitally signed copy

Principal District judge,
Krishnagiri.