

**IN THE COURT OF ADDITIONAL DISTRICT MUNSIF  
PADMANABHAPURAM.**

**Present: Tmt, S. Immaculate Buddha, B.Sc., L.L.M,**

**Additional District Munsif.**

**Saturday, the 25<sup>th</sup> day of April 2026**

**O.S.No. 88/2024**

**CNR.No.TNKK08-000096-2024**

Abraham Thobias

....plaintiff

/ Vs /

1. Vinukumar

2. Parameshwari

....Defendants

This suit is coming before me for final hearing in the presence of Mr. P. Johnslin Xavier Raj, learned counsel for the Plaintiff and Mr. Sundar R. Shajeev learned counsel for the defendant D2 and D1 called absent set exparte. Upon hearing the both side counsel and on perusal of the records stood over for consideration till this day, this court delivers the following :-

**JUDGMENT**

This suit is filed for specific performance of execution of sale deed by receiving the balance sale consideration of Rs. 10,000/- from the Plaintiff, if the defendant fails to come forward to execute the Sale Deed, the plaintiff may be permitted to deposit the balance sale consideration into this Court, whereupon this Court itself may execute the Sale Deed in the name of the Plaintiff.

**2. THE AVERMENTS IN THE PLAINT IN BRIEF :-**

i) The 1st defendant is the son, and the 2nd defendant is the mother of the 1st defendant. The suit schedule property belongs to the defendants. Jointly, the defendants entered into an agreement to sell the suit schedule property to the plaintiff vide sale agreement No. 3220/2022. On 08.08.2022, the plaintiff and the defendants jointly signed an agreement for the sale of the schedule property to the plaintiff, this document was duly stamped and registered at the Thuckalay Sub-Registrar Office under Book No. 1/3320/2022. The total sale consideration for the suit schedule property was fixed as Rs. 1,00,000/- (Rupees One Lakh). The defendants received a sum of Rs.90,000/- (Rupees Ninety Thousand) from the plaintiff as an advance payment, constituting a part of the total sale consideration. In furtherance of this transaction, both parties executed a written Agreement to Sell. The defendants further agreed that, upon receipt of the remaining sale consideration amount of Rs. 10,000/- (Rupees Ten Thousand), a sale deed would be executed and registered in favor of the plaintiff within a period of one year from the date of the agreement specifically, by 08.08.2023.

ii) The plaintiff made arrangements to pay the remaining

balance of Rs. 10,000/- and requested the defendants to execute and register the Sale Deed within the stipulated time frame. Furthermore, in this regard, the plaintiff issued a legal notice to the defendants on 16.04.2024. However, the defendants failed to come forward to execute the Sale Deed on the specified date, as stipulated in document No. 1/3220/2022 dated 08.08.2022. Despite repeated requests from the plaintiff, the defendants have deliberately cited frivolous reasons to prolong the matter and have failed to come forward to execute the Sale Deed. The plaintiff submits that he was, and remains, ready and willing to perform his part of the agreement to purchase the entire suit property; however, the defendants are deliberately evading their obligations by citing false pretexts. Consequently, on 08.08.2023, the plaintiff waited in front of the Thuckalay Sub-Registrar Office, requesting the defendants to execute the Sale Deed. However, the defendants failed to appear and execute the sale deed. Thus, the plaintiff has been compelled to institute the present suit. Pursuant to the agreement dated 08.08.2022, the plaintiff is entitled to a decree for specific performance of the contract for the sale of the suit schedule property. Furthermore, the defendants are required to execute and register the Sale Deed upon receiving a sum of Rs. 10,000/- from the plaintiff. The plaintiff remains ready and willing to tender this amount at all times. Therefore, should the defendants fail to perform the

aforementioned agreement, this court may, in favour of the plaintiff, enforce the contract by permitting the plaintiff to deposit the outstanding balance of Rs. 10,000/- into the Court. Hence, this suit.

**3. BRIEF OF WRITTEN STATEMENT FILED BY THE DEFENDANT D2 IS AS FOLLOWS :-**

i) The plaint schedule property belongs to these defendants are admitted. The rest of the allegation about the agreement of sale deed No. 3220/2022 are denied as false. The 2<sup>nd</sup> defendant never executed the sale agreement in favour of the plaintiff. The agreement of sale mentioned in the plaint is not an agreement of sale. It was executed for the security to the loan transaction. This agreement of sale was fabricated by the plaintiff only for the amount had received by the 1<sup>st</sup> defendant for a sum of Rs. 90,000/- as a loan. The plaintiff received the interest for the borrowed money from these defendant. The defendants are willing to pay the loan amount to the plaintiff. The plaintiff refused to accept the same and insisted 1<sup>st</sup> defendant to pay further sum of Rs. 90,000/- for cancelling the agreement. The value for the plaint schedule property is worth more than Rs.5,00,000/-. The agreement of sale itself is in respect of a house site. In the plaint schedule property there is a house where in the 2<sup>nd</sup>

defendant is residing. Therefore this defendant has no necessity for getting the sale agreement in respect of the house property.

ii) The defendant never agreed to execute the sale deed after receiving Rs.10,000/- with the period of one year. The agreement become vague and uncertain. This agreement is not a bonafide one. This agreement was not executed by the defendant with an intention to sell the property. There is no necessity for the defendant to sell the property for a meagre amount. The possession of the property was not handed over to the plaintiff. The real fact the 1<sup>st</sup> defendant approached the plaintiff for his urgent need and expenses. The plaintiff compelling defendant to execute the sale agreement. The defendant would not have agreed to execute the agreement of sale. The defendant approached the plaintiff after the legal notice, expressed their willingness to settle the loan amount with interest. The plaintiff assured that he will not pursue legal action. Believing the words of the plaintiff the defendant did not reply the legal notice. If really plaintiff wants to purchase the property he has paid the entire sale consideration to the defendant and executed the sale deed and could not kept quiet for more than one year. The defendant denied the readiness and willingness of the plaintiff to perform his part of the contract. The plaintiff has no right to enforce the agreement of sale.

This agreement of sale is illusory and not real one. The advance amount is disproportionately high and period of agreement is disproportionately long. This was no logic in the agreement to wait more than one year after payment of 90% of the sale consideration to the defendant. The plaintiff persistent with an agreement of sale with a view to grab the valuable property of the defendant. The cause of action pleaded in this suit are all imaginary. Hence, suit is liable to be dismissed.

#### **4. SETTLED ISSUES :-**

On the basis of pleadings on both sides, the following issues were framed.

1. Whether the plaintiff proved the sale agreement executed by the defendants?
2. Whether the plaintiff is ready and willing to perform his part of contract?
3. Whether the plaintiff is entitled for the decree of specific performance as prayed for?
4. For what other reliefs the plaintiff is entitled for?

**5. EVIDENCES :-**

To prove the case, on the side of plaintiff, the plaintiff was examined as PW.1 and Ex.A.1 to Ex.A4 were marked.

**6. WITH REGARD TO ISSUE NO. 2 :-**

i) The plaintiff states he entered into a sale agreement with the defendant on 08.08.2022. The sale agreement no.3220/2022 was registered before the Thuckalay Sub Registrar Office. The sale consideration is Rs.1,00,000/- and Rs.90,000/- was paid by him as advance amount. One year was fixed from the date of sale agreement, for executing the sale deed on payment of balance amount Rs.10,000/-. A suit notice was issued on 16.04.2024 but the defendants are not ready to execute the sale deed, citing false reasons. On 08.08.2023 the plaintiff waited before the Thuckalay Sub Registrar Office for the execution of the sale deed but the defendants did not show up. The plaintiff is ready to pay the balance amount Rs.10,000/- for the sale consideration and seeks a decree for specific performance.

ii) The defendant stated in the written statement that the agreement mentioned by the plaintiff is only for security for a loan

transaction. The plaintiff received interest for the loan amount of Rs.90,000/-. The defendants are now ready to repay the loan amount of Rs.90,000/-, but the plaintiff willfully refused to accept it and insisted the 1st defendant to pay a further Rs.90,000/- to cancel the agreement. The sale agreement is for a house and house site where the 2<sup>nd</sup> defendant resides. There is no necessity to sell the property, which is worth of more than Rs.5,00,000/-. Possession has not been handed over to the plaintiff. After the legal notice, the defendant approached the plaintiff, who assured he would not pursue legal action. Believing this, the defendant did not send a reply notice.

iii) As stated by the plaintiff, the date of sale agreement is 08.08.2022. Within 11 months (by 08.07.2023), the plaintiff should have paid the balance sale consideration Rs.10,000/- and both plaintiff and defendant should have executed the sale deed. Ex A2 is the legal notice sent by the plaintiff's counsel to the defendants on 16.04.2024. The plaintiff did not send the notice within the period fixed for the execution of sale deed. From 08.08.2022 to 08.07.2023 there is no notice or letter issued by the plaintiff to the defendant. The plaintiff issued the legal notice 9 months and 8 days after the deadline. This shows he is not ready and willing to execute the sale deed. In the specific performance suit, the plaintiff must prove his continuous

readiness and willingness. The plaintiff sent the legal notice to the defendants only after one year 8 months from the date of execution of sale agreement. The plaintiff did not prove his continuous willingness for the specific performance of the contract.

iv) Moreover, according to section 16(c) of the Specific Relief Act, 1963, the plaintiff must aver and prove his readiness and willingness. The plaint lacks averment about his readiness and willingness. There is no evidence except the legal notice, postal receipt that too 9 months after the completion of contract period. If the plaintiff was really ready and willing, he would not wait 11 months for the meagre balance sale consideration Rs.10, 000/- after paying Rs.90,000/- as advance. Therefore the plaintiff did not prove his continuous readiness and willingness from the date of the sale agreement i.e. 08.08.2022.

Issue no.2 is answered accordingly.

#### **7. WITH REGARD TO ISSUE NO. 1 AND 3 :-**

i) During the cross examination of PW1 he deposed that he is doing chit fund business. He does not know the correct boundary of the schedule of property. There is a house in the plaint schedule

property. The defendants are residing in the house situated in the plaintiff schedule property is admitted by the plaintiff. But he did not mention the house and did not value it. As stated by the plaintiff if Ex A1 is a sale agreement, the house value would be added to the land value for 1 cent 225 sq.links. But Ex A1 only mentions the value of the land (1 cent 225 sq.links). The guideline value is not produced to determine the exact value. He also deposed that he did not see the previous document for the sale schedule property.

ii) P.W.1 deposed during his cross examination that the value of 1 cent is Rs.1,00,000/-. There is a house in the schedule of property is admitted by him and it is not valued. The extract of his deposition is as follows, "பிரதிவாதிகளுக்கு உரிமைப்பட்ட சொத்தில் வீடு இருக்கிறது என்றால் சரிதான். அவர்களது வீடு அழகியமண்டபம் மேக்காமண்டபம் செல்லும் சாலையின் 150 மீட்டர் தொலைவு இருக்கும் என்றால் சரிதான். அவர்களது வீட்டின் மதிப்பு எவ்வளவு இருக்கும் என்றால் எனக்கு தெரியாது. அந்த இடத்தின் மதிப்பு எவ்வளவு இருக்கும் என்றால் 1 சென்டிற்கு ஒரு லட்சம் ஆகும்.". On considering the value of the land and house property. It is clear that the Rs.1,00,000/- mentioned in Ex.

A1 is only for the loan transaction and Ex.A1 is not an agreement for sale.

iii) The plaintiff has paid the maximum amount. If he really entered into a sale agreement and paid most of the amount, possession would have been transferred to him. There is no need to wait 11 months for meagre balance Rs.10,000/- for executing the sale deed. Therefore the plaintiff is not entitled for specific performance for the execution of sale deed.

iv) In the suit, this court framed issues on 17.07.2025. At that time, there was no alternative relief sought by the plaintiff in the pleadings in the relief column. When posted for judgment, it was found that an alternative relief for recovery of the balance amount Rs. 90,000/- with interest 12% per annum from the date of the suit, was inserted in the relief column and there is no pleading for that. This alternative relief along with the other relief was typed in a paper and inserted without the knowledge of the court. On perusal the inserted paper in the plaint is different in colour than the original plaint papers and there is no court seal, in the inserted paper. In the duplicate plaint also, a paper with alternative relief inserted and no court seal in it with the alignment adjusted by adding the same three lines from the front page and from the list of documents only one document is added at the

bottom of the page. There is a separate list of documents in the separate page in the duplicate plaint. On doubt, this suit was posted for appearance of both side counsels. The plaintiff's counsel did not appear. The defendant counsel appeared and their plaint copy was perused. In their copy also there is no alternative relief. Without proper amendment of pleading, a paper was inserted in the plaint and misleading this court to grant alternative relief. The court framed the issues before this insertion, but that page has now been struck out. **"Falsus in uno, falsus in omnibus"** is a Latin legal maxim meaning "false in one thing, false in everything,". This deceitful action in the court document, which enabled the court to frame an additional issue for alternative relief, disentitles the plaintiff to any relief. Issue no.1 and 3 is answered accordingly.

**8. WITH REGARD TO ISSUE NO. 4 :-**

Both parties are directed to bear their own cost and no other relief is entitled by the parties.

**9. RESULT :-**

In the result, the suit is dismissed. No cost.

Dictated to the Steno-Typist directly, typed by her in computer, corrected and pronounced by me in open court, on this 25<sup>th</sup> day of April 2026.

Additional District Munsif,  
Padmanabhapuram.

**Plaintiff 's side witnesses :-**

1. P.W.1. - Abraham Thobias

**Defendant 's side witnesses :-**

NIL

**Plaintiff 's side Documents :-**

1. Ex.A.1	-	08.08.2022	-	Original Sale agreement no. 3220/2022
2. Ex.A.2	-	16.04.2024	-	Copy of Advocate Notice
3. Ex.A.3	-	16.04.2024	-	Original Postal receipt
4. Ex.A.4	-	17.04.2024	-	Online copy of Track consignment

**Defendants' side documents :-**

NIL

**Court Documents :-**

NIL

ADM,  
Padmanabhapuram.

ADMC, Padmanabhapuram.  
O.S.No.88/2024  
(CNR.No.TNKK08-000096-2024)  
Draft/Fair Judgment.  
Date: 25.04.2026.