

TNKK150002242019



**IN THE COURT OF THE SUBORDINATE JUDGE, ERANIEL**

Present: Tmt. D. Asha Kousalya Shanthini, B.Sc., B.L.,  
Subordinate Judge, Eraniel

Tuesday, the 24<sup>th</sup> day of March, 2026

**Original Suit No.80/2019**  
**CNR No.TNKK150002242019**

P Padmanabha Pillai

... Plaintiff

-vs-

T. Nagarajan

... Defendant

This suit coming up for final hearing before me on 16.03.2026 in the presence of Thiru. V. Purushothaman Advocate for the Plaintiff and Thiru. C.S. Lenin Advocate for the defendant and upon hearing the arguments of both sides and upon perusing the materials of this case and having stood over for my consideration till this day, this Court delivers the following :

**JUDGMENT**

This is a suit for recovery of money Rs. 7,09,000/- and for future interest at the rate of 12% from the defendant, his assets the schedule property and cost of the suit.

2. **The brief averments of the plaint are as follows:**

The plaint schedule property comprised in resurvey no.124/5 & resurvey no.103/11 having an extent of 5.133 cents and 8 cents of Kadiapattinam village and Kurunthencode village, respectively. Both the items of properties are lying contiguously as a single plot. The defendant is the owner in possession and enjoyment of the schedule property, by virtue of the registered sale deed No.297/2012 and the registered settlement deed bearing doc. no.4196/08. The plaintiff was made to believe that the defendant is paying the Revenue tax for the schedule property. The defendant proposed and offered to sell the schedule property to the plaintiff and in pursuance of that the defendant mediated the sale with the plaintiff and have agreed to sell the schedule property at the rate of Rs.1,25,000/- per cent. In line with that, the agreement between the defendant and the plaintiff has been reduced into writing on 15.09.2014. At the time of agreement the defendant had handed over the original documents, except the sale deed in original for re-survey no.27/12 which would be handed over according to the plaintiff only at the time of sale. A xerox copy of the sale deed alone was given to the plaintiff. Further, the plaintiff has agreed to measure the schedule property and a plan is to be drawn before the execution of the sale, also promised to pay the current revenue tax on or before the date which the defendant promised on 31.12.2014. Towards the sale consideration, on the date of sale agreement the defendant has received Rs.5,00,000/- as recited in the document. Later the defendant received further payments towards the sale consideration on various dates viz. on 26.10.2014, 28.10.2014 and on 15.11.2014, Rs.25,000/-, Rs.25,000/- and Rs.50,000/- respectively. Altogether the defendant has received a total sale consideration of Rs.6,00,000/- and all the payments have been separately recorded by the defendant. After the commitment by

both plaintiff and defendant under the sale agreement, the plaintiff has been all along ready to perform his part of execution of the sale after paying the balance sale consideration amount. But, the defendant did not come forward to execute the deed as agreed after receiving the balance amount. The defendant did not take any steps to co operate with the plaintiff to measure the property and prepare a plan. No tax receipt and revenue records i.e. Patta etc. also was not produced enabling to execute the sale deed. The plaintiff did not produce the original sale deed in his favour to this plaintiff except the xerox copy of the sale deed. The non production of the sale deed creates a genuine suspicion in the minds of the plaintiff, that the schedule property is already subjected under encumbrances. All the travails in pursuit of managing the defendant to execute the sale deed by the plaintiff have become futile. The plaintiff apprehended that the defendant has been renegeing from the commitment of honouring the sale agreement. The nonchalant attitude shown by the defendant after receiving the part sale consideration amount of Rs. 6,00,000/- from the plaintiff is very much apparent on the defendant's conduct itself. For the execution of the sale deed, the defendant did not honour the promises already made such as measuring the property, production of the original sale deed and current revenue records pertaining to the schedule property. Hence, the plaintiff issued a suit notice dated 29.12.2014 calling upon the defendant to execute the sale deed according to the sale agreement, wherein a week's time has been granted to specifically enforce the sale agreement. But the defendant even after receiving the notice who acknowledged the same on 31.01.2015, did not turn up and did not send any reply. Then the plaintiff reasonably apprehended that the non production of original sale deed is a serious lapse besides other acts of non-cooperation on the part of the defendant and thus

the plaintiff has become completely fed up with the dishonest conduct of the defendant and has withdrawn his claim of specific performance and demanding the sale consideration amount of Rs. 6,00,000/- paid to the defendant. Since the defendant has not readily come forward to execute the sale deed on receiving the balance sale consideration or to return sale consideration, the plaintiff has chosen to claim the advance sale consideration amount of the Rs. 6,00,000/- with 12% interest as exemplary damages for causing mental agony to the plaintiff. In these circumstances, the plaintiff is entitled to get a decree for the realization of above sale consideration amount Rs. 6,00,000/- with 12% interest till the date of suit and 12% till the realization of the amount and for future interest at the same rate of interest from the defendant. Thus, the present suit for recovery of money.

**3. The brief averments made in the written statement filed by the defendant is as follows:**

The plaintiff is a money lender who used to lend money for exorbitant rate of interest, which is suppressed by him. The defendant was in need of money in connection with the construction of a house for him. Since the plaintiff was a money lender, he approached the plaintiff and demanded Rs.5,00,000/- as loan. For that the plaintiff told the defendant that he would give the amount if the defendant would pay the principal amount within hundred days and the interest of Rs.750 per day would be paid daily. The plaintiff also told that the defendant would execute an agreement for sale of the schedule properties in favour of him at the rate of Rs. 1,25,000/- per cent as collateral security. Since the defendant was badly in need of money,

he agreed to the above said conditions. Thus the plaintiff managed to get the agreement for sale deed on 15.09.2014. On that day the plaintiff gave the defendant Rs.4,50,000/- instead of Rs.5 lakhs as agreed. On 15.09.2014, the plaintiff told the defendant that he would pay the balance amount of Rs.50,000/- through one Vijaya Kumar, son of Swamy Adiyar, Kurunthancode on or before 30<sup>th</sup> September 2014. Thus the plaintiff got the balance amount through the said Vijayakumar on 30.09.2014. During the time of the execution of the sale deed, the defendant never intended to sell the properties to the plaintiff. The plaintiff was also not intended to purchase the property. The defendant paid interest at the rate of Rs.750/- per day for 100 days from from 15.09.2014. But, the defendant was not able to pay the principal amount as agreed. After the receipt of the suit notice, the defendant personally met the plaintiff and requested further 100 days time to settle the matter. For that, the plaintiff requested the defendant to execute a fresh sale agreement deed with the same conditions as stated in the previous sale agreement deed. Hence, on 05.01.2015, the defendant executed a fresh sale agreement deed. After that, the defendant paid interest, at the rate of Rs.750/- for 40 days. The suit properties worth more than Rs.3 lakhs per cent. The defendant requested the plaintiff to purchase the property at the rate of Rs.2,50,000/- per cent. The plaintiff did not come forward to settle the matter. Altogether the defendant paid Rs. 1,05,000/- to the plaintiff in connection with the transaction. The defendant had to sell the properties to his brother M. Kannan in order to discharge his debts to other person including the plaintiff. The defendant approached the plaintiff by giving of 4 lakhs to him, but, the plaintiff was not amenable for a settlement. The plaintiff did not raise any objection while Kannan was doing construction work in the properties by spending huge amount for months together. The plaintiff suppressed the above facts and filed this suit.

The defendant is amenable to settle the matter once for all by paying 4 lakhs of rupees. As the plaintiff is having no cause of action to file this suit, the defendant is not liable to pay any costs.

4. **Based on the pleadings of both the sides, the following issues were framed:**

- 1) Whether the plaintiff entitled to the relief of recovery of money and with interest as prayed for?
- 2) To what other, relief is the plaintiff entitled?

5. On the side of the plaintiff, he was examined as PW1 and Ex.A1 to A9 were marked. On the side of the defendant, he was examined as DW1 and no documents marked.

**On Issue No. 1:**

6. In the present case, which is filed for recovery of Rs.6,00,000/- with 12% interest from the defendant which was given as the advance sale consideration amount based on the sale agreement dated 15.09.2014, executed between the plaintiff and the defendant in respect of the plaintiff schedule property 5.153 cents in resurvey no.124/5 at Kadiyapattinam village and 8 cents in resurvey no. 120/13 at Kurunthencode village, in order to prove the case of the plaintiff, he was examined as PW1 and he relied upon Ex. A1 to A9. Ex.A1 is the original un registered sale agreement dated 15.09.2014 executed between the plaintiff and the defendant, which is not denied or disputed by the defendant. Ex.A2 is the handwritten receipt alleged to have been given by the defendant, which is strongly objected by the defendant. Ex. A3 is the original settlement deed dated 04.11.2008, found in favour of the defendant. Ex. A4 is the copy of

the legal notice dated 29.12.2014, sent by the plaintiff to the defendant with postal receipt and Ex.A7 is its postal acknowledgment card received from the defendant. Ex.A8 is the legal notice sent by the defendant during the pendency of this suit on 19.8.2021 and Ex. A9 is the copy of the reply notice given by the plaintiff and the defendant. On the side of the defendant in order to prove his version, the defendant was examined as DW1 and no documents were marked on his side. Except Ex. A2, the other documents are not denied by the defendant.

7. In the written statement filed by the defendant, it is pleaded that while the defendant needed money for his house construction, he approached the plaintiff who is a money lender for Rs. 5,00,000 who sought for execution of a sale agreement of the plaintiff's schedule properties at the rate of Rs. 1,25,000/- per cent as collateral security and thus the Ex.A1 sale agreement is executed on 15.09.2014. Here the defendant categorically admitted that he received Rs. 4,50,000/- from the plaintiff on the same day, that was on 15.09.2014 and the balance amount of Rs. 50,000/- was paid through one Vijaya kumar on 30.09.2014.

8. Though the specific case of the defendant is that, he paid interest at the rate of Rs. 750 per day for 100 days from 15.09.2014, there is no iota of proof on this aspect. The defendant again admits that, he was not able to repay the principal amount to the plaintiff who pleaded that after the receipt of suit notice dated 29.12.2014, which is marked as Ex.4, he met the plaintiff seeking for 100 days time to settle the matter for which again a fresh sale agreement was executed by him on 05.01.2015, as requested by the plaintiff similar to the previous sale agreement Ex.A1. The defendant pleaded that after 05.01.2015, he paid interest at the rate of 750 Rupees per

day for 40 days and totally he paid Rs.1,05,000/- to the plaintiff. Admittedly, the said sale agreement dated 05.01.2015 is not marked by the defendant during the trial, who is not able to place any scrap of paper to prove he repaying Rs.1,05,000/- to the plaintiff in the said money transaction.

9. The defendant's own pleadings in itself gives a clear admission regarding the due of Rs. 4,00,000/- to be paid by him to the plaintiff till date and hence, the dispute here is only regarding the remaining Rs. 2 lakhs claimed by the plaintiff. At this juncture, the direct oral evidence of the plaintiff/ PW1 and the defendant/DW1 are to be perused carefully. During the cross-examination of the plaintiff/PW1 admitted that he giving Rs. 4,50,000/- and on 15.09.2014 the balance Rs. 50,000/- given to the defendant through one Vijayakumar. While such a money transaction was going on between the plaintiff and the defendant, if the defendant received further payments towards the sale consideration of Rs.25,000/- on 26.10.2014 and 28.10.2014 and a further amount of Rs.50,00,000/- on 15.11.2014, why the said payments are not reflected in the agreement Ex.A1? Why a separate handwritten receipt was prepared in Ex.A2 ? As far as Ex.A2 is concerned, it is for the plaintiff to prove it.

10. Here, during the cross-examination of the defendant/DW1, he fairly admitted the execution of the sale agreement Ex.A1 and he handing over the original settlement deed Ex.A3 to the plaintiff. He admits that no written records are available with him to show his repayment of Rs. 1,05,000/- to the plaintiff. The plaintiff side tried to rely upon the deposition of DW1 who admitted that,

"வழக்கில் வாதி வெவ்வேறு தேதிகளில் நாண்

மொத்தம் ரூபாய் 6,00,000/- பெற்றுக்கொண்டதாக குறிப்பிட்டிருக்கிறார் என்றால் சரிதான் அவ்வாறு ரூபாய் 6,00,000 வாங்கிக்கொண்டு நான் கையொப்பம் போட்டுக் கொடுக்கவில்லை என்று நான் எதிர்வழக்குரையில் குறிப்பிடவில்லை என்றால், அது விபரம் எனக்கு தெரியாது. வழக்கிற்கு வேண்டி தற்போது என்னுடைய முதல் விசாரணையில் தான் கையொப்பம் என்னுடையது அல்ல என்று நான் குறிப்பிடுகிறேன் என்றால் சரிதான். தற்போது என்னிடம் காட்டப்படும் வா.சா.ஆ.2 மற்றும் வழக்கறிஞர் தாக்கல் செய்துள்ள வக்காலத்துக்கள் 2 எண்ணம் ஆகியவற்றில் உள்ள என்னுடைய 3 கையொப்பங்களும் வித்தியாசமாக உள்ளன என்றால் சரிதான்".

Here, DW1 denying his signature for the first time in the proof affidavit and the signatures found to be different in EX.A2 receipt and his vakalath in itself are found not sufficient to believe the due execution of Ex.A2 by the defendant in favour of the plaintiff.

11. When the plaintiff specifically pleads that the payment of Rs. 5,00,000/- is supported by Ex.A1 sale agreement, as per Ex.A2 during the receipt of Rs. 25,000/- each on 26.10.2014 and 28.10.2014, a third person namely one Vijayakumar was also involved. The plaintiff did not take any steps to examine the said Vijayakumar to prove such subsequent money received by the defendant on 26.10.2014 and 28.10.2014. While so, how to rely on Ex.A2 regarding the payment of Rs. 50,000/- on 15.11.2014, for, the plaintiff says that the defendant came in person and received the said amount of Rs. 50,000/-. During the cross-examination of the plaintiff/PW1, it is elicited that he is well-versed in such money transactions who used to advance money to others. While so, he giving away such a big sum of Rs. 1,00,000/- to the defendant which is not supported by any minimum oral or documentary proof except for the doubtful hand written receipt of Ex.A2

sounds improbable. When the plaintiff recorded the payment of Rs.5,00,000/- as per the sale agreement Ex.A1, the subsequent payment of Rs.1,00,000/- by the plaintiff to the defendant, which is not duly supported by any solid proof is not convincing the court in the present case.

12. In such circumstances, the defendant's admission regarding receipt of Rs. 5,00,000/- which is sufficiently supported by Ex.A1, leans in favour of the plaintiff who has come up with the present suit for recovery of money. As the admitted amount of Rs. 4,00,000/- is also not deposited in the court by the defendant in this long pending case, where his repayment of Rs. 1,05,000/- is also not proved by the defendant, this court is of the considered opinion that the amount of Rs. 5,00,000/- received by the defendant from the plaintiff still remains outstanding is sufficiently elicited during the trial. Hence, the plaintiff is found entitled for the recovery of the said amount from the defendant as prayed for.

13. Coming to the interest component, as rightly argued by the learned counsel appearing for the defendant, admittedly, there is no 12% interest rate agreed upon between the parties as on 15.09.2014. Hence this court is inclined to award 7.5% interest per annum on the above said due amount of Rs. 5,00,000/- from 15.09.2014 till the date of realization. Accordingly, issue no.1 is answered in favour of the plaintiffs.

**On issue no. 2**

14. As issue no. 1 is answered in favour of the plaintiff who has fought the legal battle for more than 10 years, he is found entitled for the costs which should be paid by the defendant. Accordingly this issue is answered in favour of the plaintiff.

15. Considering the facts and circumstances of the present case, in the light of oral and documentary evidence relied upon by both the sides, for the above said reasons, the defendant liable to a pay a sum of Rs.5,00,000/- along with interest at the rate of 7.5% per annum on the principal amount from the date 15.09.2014 till the date of realization, to the plaintiff. Time for re-payment is 2 months.

In the result, the suit is decreed in part with costs.

Dictated to the Steno-Typist and typed directly by her in the computer, additions made by me in my official laptop, after making necessary corrections and pronounced by me in the open Court on this, the 24<sup>th</sup> day of March 2026.

Sub Judge,  
Eraniel.

Plaintiff side witnesses:

P.W.1 : Thiru. Padmanabhapillai

Plaintiff side documents:

Ex.A1	15.09.2014	Sale agreement executed between the plaintiff and defendant
Ex.A2	15.09.2014, 26.10.2014, 28.10.2014 and 15.11.2014	Hand written receipts
Ex. A3	04.11.2008	Settlement deed bearing doc. no.4196/08
Ex.A4		Suit notice with postal receipt
Ex.A5	01.01.1987- 16.03.2016	Encumbrance certificate – survey no. 103/11

Ex.A6 01.01.1987- Encumbrance certificate – survey no. 124/5  
16.03.2016  
Ex.A7 - Acknowledgment card  
Ex.A8 19.08.2021 Suit notice  
Ex.A9 24.08.2021 Reply notice with postal receipt

Defendant's side witnesses :-

DW1 – Thiru. Nagarajan

Defendant's side Documents:-

NIL

Subordinate Judge,  
Eraniel.

Sub Court, Eraniel.  
Fair/Draft Judgement  
O.S. No. 80/2019  
Date: 24.03.2026