IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
PRINCIPAL DISTRICT COURT, KANCHEEPURAM.

PRESENT: **Tmt. Deepthi Arivunithi, M.L.,**
Principal District Judge,
Principal District Court,
Kancheepuram.

Monday, the 30th day of March 2026

Appeal Suit No.26/2018
(CNR.No. TNKP060005602018)

K. Srinivasan ......Appellant /Plaintiff

Vs.

1. K. Kamalakannan
2. G. Janardhanan
3. G. Sampath
4. T. Bharath .. Respondents/Defendants

This appeal preferred as against the Decree and judgment passed in O.S.No.234/2010 on the file of the Subordinate Judge at Kancheepuram dated 28.02.2018.

K. Srinivasan ......Plaintiff

Vs.

1. K. Kamalakannan
2. G. Janardhanan
3. G. Sampath
4. T. Bharath ....Defendants

This appeal suit came up before me for final hearing on 18.02.2026 in the presence of M/s. M. Sricharan Rangarajan and T. Karthikeyan, Counsels appearing for the Appellant and of Thiru.S. Rajamanickam, Counsel appearing for the 3rd respondent and Thiru.K. Shanmugasundaram, counsel appearing for 4th respondent and respondents 1 and 2 being called absent and upon hearing the arguments from the counsels for both the parties, upon perusing the records of the case and having stood over for consideration till this date, this Court delivered the following

JUDGMENT

Appeal filed under s.96 read with Order XLI Rule 1 C.P.C. challenging the judgment dated 28.02.2018 in O.S. No. 234/2010 decreeing the suit in part without costs.

Grounds of Appeal:

2. The following are among the main grounds of the appeal. The judgment of the trial is against law, weight of evidence and the probabilities of the case. Since Ex. A1 was held to be genuine and true, in the absence of any evidence on behalf of the 1st defendant, the trial court ought to have decreed the suit for specific performance. The trial court has wrongly found that the sale agreement was not registered to claim protection under s.53A of the Transfer of Property Act. The same does not prohibit the relief of specific performance. The fact that the plaintiff paid the major portion of the consideration amount was not considered by the trial court. The fact that the executants, his legal representatives and even those who claim under the executants under s.19 of the Specific Relief Act. The onus to prove that he is a bonafide purchaser for value is on the defendants 2 to 4. The fact that the 1st defendant did not examine himself was not taken note of. The advance payment amounts to a charge

over the property is not taken note of. The trial court has erred in not awarding any compensation or damages. Hence, that the appeal has to be allowed.

Brief averments in the plaint:

3. The case of the plaint is as follows. The 1st defendant representing to be the absolute owner of the schedule mentioned immovable properties offered to sell the same to the plaintiff for a sum of Rs.5,07,600/- and in pursuance of the same, he executed a sale agreement dated 24.05.2004. A sum of Rs.1,00,000/- was received on the date of the agreement and promising to complete the transaction within five months by paying the balance sale consideration. In part performance of the sale agreement, the 1st defendant has delivered the possession of the said property to the plaintiff. He was always ready and willing to perform his part of the contract. Whenever he approached the 1st defendant, he was postponing the same on one ground or the other taking advantage of the relationship, the plaintiff being the younger brother. In order to cause loss and hardship to the plaintiff, the 1st defendant has created a sham and nominal document in the nature of sale deed in favour of the 2nd and 3rd defendants knowing fully well about the sale agreement and the possession of the plaintiff. The defendants 2 and 3 were very well aware of the sale agreement between the plaintiff and the 1st defendant. The defendant 2 and 3 are not a bonafide purchaser for value without notice. A legal notice dated 07.10.2004 is issued by the plaintiff and there was no reply issued by the defendants 1 to 3. The defendants have been promising to compromise the matter and to execute a sale deed. Though the

plaintiff waited for the same, the 1st defendant has created a sham and nominal sale deed in favour of the 4th defendant without any consideration. The 4th defendant is not a bonafide purchase for value. The act of the defendants 1 to 4 is in collusion and is fraudulent and illegal. Hence, the suit.

Brief averments in the written statement filed by the 1st defendant:

4. The written statement was filed denying the allegations and averments made in the plaint except those that are specifically admitted. The suit properties are not owned by the plaintiff. The 1st defendant did not execute the sale deed in favour of the 4th defendant. The property sold to the 4th defendant does not belong to the 1st defendant. There is no sale agreement executed between the plaintiff and the 1st defendant as alleged. The plaintiff and the 1st defendant are brothers. After the death of their father, the properties were divided between them. At that time, the plaintiff created huge trouble. He insisted on getting the land in which the borewell was instituted by the 1st defendant. The issue was resolved by the village panchayat by stating that the said land can be registered if the plaintiff pays a sum of Rs.2,00,000/- which is the cost for putting the borewell. However, the plaintiff has not paid any amount to the 1st defendant. Further, the agreement was created and the 1st defendant denies the signature in the said document. The agreement was created to grab the property of the 1st defendant. No advance was received on 24.05.2004 as claimed by the plaintiff.

5. The 2nd and 3rd defendants are purchasers for value. They are not close relatives to the 1st defendant as claimed. The 1st defendant has not received any legal notice from the plaintiff. The 4th defendant has purchased the brother-in-laws property of the 1st defendant and this would show that the sale agreement was created in a fraudulent manner. The plaintiff is not entitled to any relief under this suit. Hence, that the suit has to be dismissed.

Brief averments in the written statement filed by the 2nd defendant:

6. The written statement was filed denying the allegations and averments made in the plaint except those that specifically admitted. The plaintiff and the 1st defendant are brothers. The suit is a collusive suit filed after this defendant purchased the suit property in pursuance of the registered sale deed dated 15.09.2004 for Rs.75,000/-. The plaintiff is enimically disposed to this defendant. The plaintiff has no means to purchase any property. The plaintiff is heavily debted and no sale agreement was registered against the parties. The defendant is not a relative of the 1st defendant. He only belongs to the same community. The payment of advance amount is false. The sale agreement is not true. The 2nd defendant is a bonafide purchaser for value without any notice of the alleged agreement. This defendant was in possession and enjoyment of the suit property. The patta was transferred to his name and he is paying kist and other charges from the date of the purchase. Therefore, the claim of the plaintiff that he was put in possession of the property as part performance is false. Taking advantage of the relationship, the plaintiff has created the sale agreement

subsequently. The cause of action is not true. The plaintiff has not produced any material to show his capacity to pay the sale consideration amount as claimed by him. There are no grounds for the claim of the plaintiff. The suit is filed to blackmail the 2nd defendant and to claim more amounts from him in a collusive manner. Hence, that the suit has to be dismissed.

Brief averments in the written statement filed by the 3rd defendant:

7. The written statement was filed denying the allegations and averments made in the plaint except those that are specifically admitted. The 3rd defendant has purchased the properties totalling 1.43 cents for a total of Rs.45,000/- under a registered sale deed dated 15.09.2004. He has reiterated all the contentions as that of the 2nd defendant and therefore, the same is not set out herein once again to avoid repetition. The 3rd defendant would pray that the suit be dismissed.

Brief averments in the written statement filed by the 4th defendant:

8. The written statement was filed by the 4th defendant denying the allegations made in the plaint except those that are specifically admitted. This defendant purchased the 6th item of the suit property. The 1st defendant is neither the owner nor has any interest over the said property and therefore, the sale agreement allegedly executed is a questionable one. The property was sold to this defendant under sale deed dated 21.09.2006 for a sale consideration of Rs.90,000/- by the power agent Thirumurugan. The property belonged to Shanmugam Gramani. Thus, this defendant

has title and possession of the property. There is no handing over possession as alleged. The 1st defendant has no right over the 6th item of the property. Hence, that the suit is to be dismissed.

9. Based on the above pleadings, the suit was taken up for trial. On behalf of the plaintiff, PW1 and PW2 were examined and Ex. A1 to A9 were marked. On behalf of the 2nd defendant, DW1 was examined and Ex. B1 to B5 were marked.

10. The following issues were framed by the trial court.

1. Whether the 1st defendant has executed sale agreement on 24.05.2004 in favour of the plaintiff agreeing to sell the suit properties to him for a consideration of Rs.5,07,600/- after receiving an advance of Rs.1,00,000/- and the plaintiff is in possession of the properties?

2. Whether the plaintiff is ready and willing to perform his part of the contract?

3. Whether the 2nd defendant is a bona fide purchaser of item Nos.1, 5 and 6 of the suit properties for valuable consideration andf without noticie and is in possession of those properties?

4. Whether the 3rd defendant is a bona fide purchaser of itemNos. 2, 3 and 4 of the suit properties and 0.25 cents in Item no.7 of the suit property for a valuable consideration and without notice? And he is in possession and enjoyment of the suit properties?

5. Whether the 6th defendant is a bona fide purchaser of 6th item of the suit propeprty for a valuable consideration? and he is in possession of it?

6. Whether the plaintiff is entitled to the relief of specific performance as prayeed for?

7. Whether the plaintiff is entitled to the relief of permanent injunction?

8. To what other relief?

11. Upon hearing both parties and having perused the materials on record, the trial court passed the impugned judgment dated 28.02.2018 in O.S. No. 234/2010 whereby the relief of spercific performance and consequential injunction was refused and the 1st defendant was directed to return the advance amount received.

12. Upon receipt of the trial court records, this court has heard both parties and has framed the following points for consideration.

1. Whether there was a valid sale agreement between the plaintiff and the 1st defendant and has the plaintiff proved his readiness and willingness to perform his part of the contract?

2. Whether the defendants 2 to 4 have proved that they are a bonafide purchasers for value without notice of the sale agreement?

4. Whether the plaintiff was entitled to the relief of specific performance and consequential injunction as claimed?

5. Whether the appeal has to be allowed?

Point No. 1:

13. For the sake of clarity, the parties to the appeal are referred to as per their rank before the trial court. Thus, the appellant is referred to as the plaintiff and the respondents are referred to as defendants depending on their rank hereinafter.

14. The brief set of facts necessary for the purpose of this appeal is as follows. The plaintiff and the 1st defendant were brothers. The 1st defendant entered into a sale agreement with the plaintiff on 24.05.2004 in respect of the suit property for a total sale consideration of 5,07,600/-. On the date of the agreement, a sum of Rs.1,00,000/- was paid to the 1st defendant. The plaintiff was ready to pay the balance of Rs.4,07,600/- to be paid within a period of five months. Though the plaintiff was ready and willing to perform his part of contract, however, the 1st defendant delayed the execution of the sale deed taking advantage of the fact that the 1st defendant was the younger brother. In the meanwhile, a sale deed was executed by the 1st defendant in favour of the 2nd and 3rd defendants. The conduct of the 1st defendant showed the breach of contract and therefore, after sending a legal notice. Though the defendants 1 to 3 promised to register the sale deed in favour of the plaintiff, during the pendency of the compromise talks, a fraudulent sale deed is executed in favour of the 4th defendant. Hence, the suit was filed seeking a relief of specfic performance and consequential injunction. The trial court denied the relief of specific performance due to which the present appeal is filed.

15. On the contrary, the 1st defendant has denied the execution of the sale agreement. He has denied his signature. Further, he has stated that no amount was paid to him. He would state that the sale deed executed validly in favour of the defendants 2 and 3. As far as the 4th defendant is concerned, the property purchased by him did not belong to the 1st defendant and that is belonged to his brother-in-law.

16. The defendants 2 and 3 would state that the suit is collusive. The plaintiff and the 1st defendant taking advantage of the relationship have created the sale agreement to threaten the defendants 2 and 3 to pay more amount for the suit property. The defendants 2 and 3 have purchased the properties under registered sale deeds dated 15.09.2004. They were bonafide purchasers for value. They would state that the plaintiff was debt ridden and did not have the means to pay any money as alleged by the plaintiff. The defendants are in possession and enjoyment of the suit property from the date of purchase. Therefore, that the trial court has rightly refused the relief of specific performance.

17. The 4th defendant would state that the property purchased by him was not owned by the 1st defendant. It belonged to one Shanmuga Gramani who appointed a power of attorney one Thirumurgan. The 4th defendant purchased the property under the sale deed dated 21.09.2006. Hence, that the 1st defendant did not have any right, title or interest in the property.

18. The plaintiff has examined himself as PW1 and the witness to the sale agreement was examined as PW2. The following documents were produced by the

plaintiff in order to prove his case. The sale agreement is marked as Ex. A1. The legal notice and the acknowledgment cards, return cover are produced and marked as Ex. A2 to A5. The patta in the name of the plaintiff is marked as Ex. A6. The encumbrance certificate for the 6th item is marked as Ex.A7. The registration certificate for the tractor owned by the plaintiff is marked as Ex.A8. The certified copy of the sale deed dated 21.09.2006 is marked as Ex. A9.

19. On behalf of the 4th defendant, he was examined as DW1. He has produced the following documents for consideration. The sale deed dated 16.06.1994 is marked as Ex.B1. The sale deed dated 20.06.1994 is marked as Ex. B2. The power of attorney document dated 31.07.2006 is marked as Ex. B3. The original sale deed dated 21.09.2006 is marked as Ex. B4. The patta issued in the name of the 4th defendant is marked as Ex.B5.

20. The learned counsel for the appellant would contend as follows. The relief of specific performance was denied by the trial court on the ground that the plaintiff did not take any effort to pay the balance sale consideration till date and since there was delay in filing the suit. The fact that the balance sale consideration was not deposited cannot be held against the plaintif and the same is not a reason to deny the specific performance. The original sale agreement is produced before the court and PW2 the attesting witness has also been examined. Though the 1st defendant has disputed his signature in the agreement, he has not produced any proof and has not examined himself as a witness. Hence, it is to be concluded that there was a valid sale

agreement. s.16(c) of the Specific Relief Act sttes that it was not essential for the plaintiff to deposit the money into court except when so directed. In this regard reliance is placed on (2022) 14 SCC 793. In order to prove his financial capacity, the plaintiff has produced RC book to show that he owned a tractor.

21. Delay cannot the only reason to deny the relief of specific performance. In this regard reliance is placed on the decision reported in MANU/SC/0256/2021; (2022) 14 SCC 793 and 1964 SCC Online SC 33. The present suit was filed within the limitation period. The patta produced relating to the plaintiff's property and the tractor owned by him would show that he had sufficient means. Hence, it cannot be stated that he was not ready or willing to perform his part of the contract. The conduct of the 1st defendant cannot be ignored and he has executed the sale deed within the five month period provided under the sale agreement dated 24.05.2004. The attention of this court is drawn to the decision reported in (2008) 11 SCC 45. The sale deeds executed in favour of the defendants 1 to 3 were not produced before this court. With regard to the material facts to be gone into for the purpose of a suit of specific performance, reliance is placed on (2019) 3 SCC 704.

22. The learned counsel for the defendants would contend as follows. The plaintiff has not proved the execution of the sale agreement in accordance with law. The plaintiff has not proved the receipt of the advance amount as stated in the plaint. There is no material produced by the plaintiff to show that he was ready and willing to conclude the contract within the five month period specified in the sale agreement.

It is further contended that the suit was filed for the relief of specific performance with a specific plea that the possession of the property was handed over to the plaintiff as part performance and there are specific pleadings in the plaint in this regard. It is admitted that the sale agreement was not a registered document and therefore, by virtue of the amendment to the Registration Act, 1908, the plaintiff cannot claim any benefit under s.53A of the TP Act and therefore, the trial court has rightly concluded in this regard.

23. Based on the contentions of both parties, this court finds as follows. The first issue that arises for consideration is to determine whether the sale agreement dated 24.05.2004 is a valid agreement. The 1st defendant has denied the execution of the sale agreement and has also denied his signature in the said sale agreement. The original sale agreement was produced by the plaintiff as Ex. A1. PW1 has given an oral evidence stating that the said agreement was executed by the 1st defendant. The person who signed as one of the witnesses to the sale agreement is examined as PW2. A perusal of the cross examination of PW2 would show that he was not aware of who signed the sale agreement. He has stated that no one signed the document in his presence and that he signed the document since the plaintiff asked him to sign the same. Thus, a complete reading of the evidence of PW2 would show that he has not witnessed the execution of the sale agreement by the 1st defendant or the plaintiff.

24. With regard to who has the onus to establish a given fact, in this case, the execution of the sale agreement dated 24.05.2004, this court finds it relevant to advert

to the decision of the Hon'ble Supreme Court in the case of Thiruvengada Pillai v. Navaneethammal & Anr. Reported in 2008 (4) SCC 530. In the said case, a similar question arose for consideration and it was found as follows.

> "*17. The trial court had analyzed the evidence properly and had dismissed the suit by giving cogent reasons. The first appellate court reversed it by wrongly placing onus on the defendants. Its observation that when the execution of an unregistered document put forth by the plaintiff was denied by the defendants, it was for the defendants to establish that the document was forged or concocted, is not sound proposition. The first appellate court proceeded on the basis that it is for the party who asserts something to prove that thing; and as the defendants alleged that the agreement was forged, it was for them to prove it. But the first appellate court lost sight of the fact that the party who propounds the document will have to prove it. In this case plaintiffs came to court alleging that the first defendant had executed an agreement of sale in favour. The first defendant having denied it, the burden was on the plaintiff to prove that the first defendant had executed the agreement and not on the first defendant to prove the negative.*"

A perusal of the above proposition would make it clear that it is for the perdon who propounds the document to prove the said document. In the present case, it is the plaintiff who propounds the sale agreement dated 24.05.2004. Therefore, when the 1st defendant denies the execution of the sale agreement, it is for the plaintiff to prove the same. In this case, the plaintiff has been examined as PW1 and the witness to the document was examined as PW2. However, PW2 the witness has clearly admitted that he did not see who were the persons who signed the document. He has stated that the document was already signed and he went and affixed his signature as requested by the plaintiff. Therefore, the evidence of PW2 is not in any way useful to prove the execution of the sale agreement as stated by the plaintiff. The fact that the 1st defendant has not produced any document or examined himself cannot strengthen the case of the plaintiff as they have failed to discharge the onus upon them.

25. In this case, it is also pertinent to note that though there are signatures of four attesting witnesses in the sale agreement, there are no details with regard to the name, father's name or address of the witness. Further, even in the signature of the scribe, there are no details regarding the name of address of the said person. Therefore, there is no way to determine the identity of the witnesses or the scribe based on Ex. A1 which is produced before this court. Hence, this court finds that the sale agreement was not validly proved before the court. However, the trial court has wrongly found that the sale agreement was proved by the plaintiff by misplacing the burden on the 1st defendant which finding cannot be sustained.

26. Since the sale agreement itself is not proved, the issue relating to readiness and willingness become redundant. For the foregoing reasons, this court finds that there was no valid sale agreement between the plaintiff and the 1st defendant and therefore, there is no question of proof of readiness or willingness on the part of the plaintiff. As such the point is answered.

Points No. 2:

27. At the outset, it is fairly conceded that as far as the 4th defendant is concerned, he has purchased the property in the 6th item from the father-in-law of the 1st defendant. It is also conceded that the 1st defendant had no right, title or interest

over the said property. Therefore, it is conceded that the plaintiff may not be entitled to any relief in respect of the property purchased by the 4th defendant. Hence, this court has not discussed with regard to the claim against the 4th defendant.

28. The learned counsel for the appellant has contended that the defendants 2 and 3 have not proved that he has done due diligence prior to the purchase of the property. He would point out that no encumbrance certificate is produced by the defendants 2 and 3. No document is filed to prove that consideration is passed in respect of the sale transaction. The attention of this court is drawn to s.3 of the TP Act and Explanation II of s.3 to contend that a person shall be deemed to have notice when the person claims to be in actual possession of the property. If the defendants 2 and 3 made any enquiry prior to the purchase he would have come to know about the actual possession of the plaintiff and therefore, he cannot claim that he had no knowledge of the sale agreement. The defendants have admitted knowing the plaintiff and the 2nd defendant since childhood. The defendants also live in the same locality. Though the plaintiff has asserted his possession over the suit property, the same was not disputed by the 2nd defendant and there was no cross examination in that regard to PW1 or PW2. Hence relying upon (2000) 6 SCC 685 and (2000) 6 SCC 402 it is contended that the defendants 2 and 3 cannot be considered bonafide purchasers for value without notice of the sale agreement.

29. The learned counsel for the defendants 2 and 3 would contend that the defendants purchased the property from the 1st defendant for a valuable consideration

under registered instruments of sale. Further, there was no sale agreement between the plaintiff and the 1st defendant as claimed. It is the specific case of the defendants 2 and 3 that the sale agreement was created by the plaintiff and the 1st defendant by colluding with each other after the sale deed was executed in favour of the defendant 2 and 3 only in order to threaten them by seeking more money. Further, as already contended since the sale agreement is not registered, the plaintiff is not entitled to any presumption under s.53A of the TP Act. The plaintiff has not produced any material to show his possession. On the contrary, the defendant 2 and 3 have specifically contended that they were in possession and enjoyment of the suit property from the date of purchase. Further, since the sale agreement is not registered, he cannot be deemed to have had any notice of the sale agreement.

30. In the preceding point, this court has held that the plaintiff has failed to prove the valid execution of the sale agreement. Hence, the issue of whether the defendants 2 and 3 are bonafide purchasers for value without notice is rendered academic. The sale deeds executed in favour of the defendants 2 and 3 are not disputed by the plaintiff herein. This is also apparent from the legal notice which was sent to the defendants 2 and 3.

31. The learned senior counsel for the plaintiff has placed reliance on s.3 of the TP Act and Ex. II to the said section which is extracted hereunder for ready reference.

> "*a person is said to have notice" of a fact when he actually knows that fact, or when, but for wilful abstention from an enquiry or search which he ought to have made, or gross negligence, he would have known it.*

Explanation II.—Any person acquiring any immoveable property or any share or interest in any such property shall be deemed to have notice of the title, if any, of any person who is for the time being in actual possession thereof."

32. For invoking explanation II as extracted herein above, it has to be first proved by the plaintiff that he was in actual possession of the suit property in a manner known to law. As already noted, the plaintiff has not produced any document to show that he was in possession of properties described at any point in time. It is also found that the valid execution of the sale agreement dated 24.05.2004 is also not proved. Therefore, merely based on oral assertions given by the plaintiff, the court cannot assume and presume that the plaintiff was in actual possession of the suit property as claimed. Hence, this provision will not enure any benefit to the plaintiff. The said provision cannot be invoked considering the facts in the present case. The decisions reported in (2000) 6 SCC 685 cannot be applied to the facts of the case since the plaintiff has not produced any material to prove his possession. The other decision relied upon is (2000) 6 SCC 402. In view of the contention, this court has carefully perused the said decision. In the said case, the property was sold after a dispute arose between the parties with regard to sale agreement and it was found factually that the defendants therein were carrying on business in the same locality. It was found that the sale deed was executed when the parties were exchanging notices with regard to the sale agreement. In those circumstances, the said decision was passed. However, the facts of the present case stand on a different footing.

33. In these circumstances, since the valid execution of the sale agreement itself is not proved, the defendants 2 and 3 could have had no notice of the same. Further, there is no material to show that the suit properties were in the actual possession of the plaintiff. While so, the plaintiff is not entitled to invoke Explanation II of s.3 of the TP Act.

34. For the foregoing reasons, this court finds that since the sale agreement and possession is not proved, even as per s.40 of the TP Act, the plaintiff cannot seek to enforce the relief of specific performance as against the defendants 2 and 3. As such, the point is answered.

Point No. 4:

35. In the preceding point, this court has found that the plaintiff has failed to prove his possession of the suit property. The execution of the sale agreement is not proved by the plaintiff. The defendants 2 and 3 are purchasers of the suit property under registered instruments of sale. Hence, the plaintiff cannot be entitled to the relief of specific performance. The trial court has rightly rejected the relief. Further, it is also found that the plaintiff has failed to prove his possession in respect of the suit property. Since the main relief of specific performance is not granted, the consequential relief also fails.

36. The upshot of the discussion would show that the plaintiff is not entitled to the relief of specific performance or the consequential relief of permanent injunction. As such, this point is answered.

Point No. 5:

37. In the preceding points, this court has found that though the trial court wrongly found the sale agreement to be proved, it has properly appreciated the evidence on record and denied the relief of specific performance.

38. The trial court has directed the 1st defendant to return the sum of Rs.1,00,000/-. This court has found that the execution of the sale agreement was not proved. However, PW2 has in his evidence specifically stated that a sum of Rs.1,00,000/- was given by the plaintiff to the 1st defendant. The 1st defendant has in the written statement also not denied the receipt of the amount. However, it is stated that the said amount was received for some other purpose. The 1st defendant has not entered the box to prove the purpose for which the said amount was paid. Hence, as far as granting a direction to return the amount received from the plaintiff, the trial is justified in its judgment.

39. The learned senior counsel for the plaintiff has contended that he is entitled to the general damages as claimed at the rate of 18% per annum. In the present case, since the damages have been specifically claimed, it is for the plaintiff to plead and prove what was the the loss that was caused to him as a direct result of the breach

committed by the 1st defendant in terms of s.73 of the Indian Contract Act, 1872. In this case, it is seen that there is no pleading in the plaint with regard to what were the alleged damages which were caused to the plaintiff due to the breach committed by the 1st defendant. Hence, the trial court has rightly not awarded any damages.

40. Therefore, this court finds no ground to interfere with the impugned judgment and therefore, the appeal fails.

41. In result, this appeal is dismissed without costs and judgment dated dated 28.02.2018 in O.S. No. 234/2010 decreeing the suit in part without costs by directing the 1st defendant to pay a sum of Rs.1,00,000/- is hereby confirmed.

//This Judgment has been partly dictated to the Stenographer, taken down, transcribed and typed by her in the computer and partly typed by me in my laptop, corrected and pronounced by me in the open Court on this Monday, the 30th day of March 2026 .

DEEPTHI ARIVUNITHI

Principal District and Sessions Judge
Digitally signed by DEEPTHI ARIVUNITHI
Location: KANCHEEPURAM
Date: 2026.03.30 17:35:57 +0530

Principal District Judge,
Principal District Court ,
Kancheepuram.

Exhibits and Witnesses on
both sides:- Nil

DEEPTHI ARIVUNITHI

Principal District and Sessions Judge
Digitally signed by DEEPTHI ARIVUNITHI
Location: KANCHEEPURAM
Date: 2026.03.30 17:36:03 +0530

Principal District Judge,
Principal District Court ,
Kancheepuram.

Draft/Fair JUDGMENT

A.S.No. 26/2018

DATED: 30.03.2026

Principal District Court,

Kancheepuram.