

CNR.No.TNMD230005162021



IN THE COURT OF THE SUBORDINATE JUDGE OF MELUR.

Present: Tmt. M. SAMUNDEESWARI PRABHA, M.A., M.L.,

Subordinate Judge, Melur,

Monday the 09th day of March 2026

O.S.No.302/2021

Mr.M.Kannan S/o.Mayazhagan,

... Plaintiff

// Vs //

Mrs.K.Chinnakathi, W/o.Karuppatti Azhagan,

... Defendant

This suit came up on 23.06.2025 for final hearing before this court in the presence of Thiru.R.Vellachi and Thiru.K.Sethuraman advocate for the plaintiff and Thiru.M.Vijayakumar advocate for the defendant and the defendant was called absent and set exparte on 28.04.2025 and upon consideration of entire material records and on hearing submissions made by the plaintiff counsel and having stood over for consideration till this day, this court doth deliver the following:-

JUDGMENT

Suit for directing the defendant to execute and register a sale deed in favour of the plaintiff in respect of the plaint schedule property after receiving the balance of sale consideration of Rs.50,000/- within the time fixed by this court in the event of failure on the party the defendant to

execute the sale deed as directed by this court and this court to execute the sale deed infavour of the plaintiff and granting the permanent injunction restraining the defendant, her men, agent or assigns from in any way alienating or encumbering the suit property in any manner in favour of any third parties and directing the defendant to pay the cost of this suit.

1. Brief Averments of the Plaint Follows:-

The plaint scheduled property is the self acquired property of the defendant. The defendant entered into a registered sale agreement dated 27.07.2015 with the plaintiff agreeing to sell the plaint schedule property to the plaintiff or the person who got his order for sale consideration of Rs.6,50,000/. Accordingly the plaintiff paid an advance of Rs.6,00,000/- to the defendant on 27.07.2015 and the defendant has acknowledged the receipt of the advance amount of Rs. 6,00,000/- and the defendant executed the registered sale agreement in favour of the plaintiff on 27.07.2015 vide document No.1248/2015. Further the period of contract for execution of the registered sale deed in favour of the plaintiff was fixed as three years from the date of sale agreement and further those who violated the terms and conditions of the agreement of sale deed dated 27.07.2015 shall be liable to pay damages to the aggrieved party. The plaintiff met the defendant in person on several occassions in the years 2016 to 2019 to complete the registered sale deed after receiving the balance of consideration amount of Rs. 50,000/- but

the defendant has been purposely evading and delaying the execution of sale deed. The plaintiff met the defendant in person along with his relatives in the 1st week of August, 2018 to execute the sale deed after receiving the balance of the sale consideration amount, at that time the defendant has assured the plaintiff that the defendant will execute the sale deed in favour of the plaintiff in a short span of time and also handed over the original sale deed dated 01.11.2004 vide document No.5121/2004 which has purchased by the defendant from her vendor in respect of the property of the said sale agreement. The plaintiff has always been ready and willing to perform the essential terms and conditions of the contract but the defendant has not come forward to execute the sale deed in favour of the plaintiff. The defendant is evading to execute the registration of sale in respect of the suit property in favour of the plaintiff on one pretext or others even though the plaintiff is ready and willing to perform his part of the contract. The plaintiff sent a registered legal notice to the defendant on 16.4.2019 by informing her that he is ready and willing to perform his part of contract and demanded the defendant to perform her part of contract by executing a registered sale deed. The said registered legal notice returned to the plaintiff on 26.04.2019 by an endorsement that the intimation was given but the defendant did not receive the same. The plaintiff met the defendant in person in the middle of July

2020 asked her to execute the sale deed in respect of the suit property. During that time the defendant told the plaintiff that she will execute the sale deed after the relaxation of corona pandemic period and even though the Government has relaxed to certain extents, she did not execute the sale deed in favour of the plaintiff. Further once again the plaintiff met the defendant in the last week of June, 2021 the defendant did not Intimate the date for execution of the sale deed in respect of the suit property in favour of the plaintiff and she purposely evaded to execute the sale deed for the reasons best known to her. The plaintiff understood that the defendant is negotiating for sale of the plaint schedule properties to third parties by ignoring the sale agreement dated 27.07.2015. The plaintiff is ready to deposit the balance of sale consideration as and when this Honourable Court directed to do so, the defendant is not willing to execute the sale deed. The registered sale agreement was executed on 27.07.2015. The period of sale agreement is three years. As per the sale agreement, the sale transaction should have been concluded on or before 27.07.2018. As per law of limitation the validity of sale agreement subsists for a period of 3 years and the suit can be filed on or before 27.07.2021. Hence the suit is within the time limit. Accordingly this suit has been filed for specific performance of contract and permanent

injunction restraining the defendant, her men. Agents or assigns from in any way alienate or encumbering the suit property to third parties.

3) The brief averments of the written statement filed by the defendant are as follows:

(i) The plaintiff's case is that the defendant entered into a sale agreement on 27.07.2015, agreed to sell the property for Rs.6,50,000/- and that he had also executed a sale agreement as per 1248/2015 is completely false. It is completely false that the defendant was contacted several times from 2016 to 2019 and asked to collect the remaining amount of Rs. 50,000/- and register the sale deed. Furthermore, it is also false that the plaintiff and his relatives contacted the defendant directly in August 2018 and requested that the defendant register the sale deed and then hand over the original sale deed to the plaintiff some time later. Therefore, it is true that no sale agreement has been made, and therefore there is no need to make a purchase. The plaintiff's claim that the defendant sent a notice on 16.04.2019 is also false. It is false that the plaintiff approached the defendant in July 2020 and asked him to register the sale deed for the property in question, and that the defendant said that he would register it later due to the high spread of COVID-19. The defendant's statement that she was arranging to sell the property to a third party by hiding the sale agreement dated 27.07.2015 is also false.

(ii) In fact, the plaintiff is engaged in the business of exchanging money at interest. It is the plaintiff's custom to draw up a sale agreement and obtain original documents when paying, and to return all documents when canceling the sale agreement. The defendant has borrowed Rs 5 lakh from the plaintiff for his daughter's marriage. At the plaintiff's request, the defendant prepared a sale agreement for 6 lakhs, adding an additional 1 lakh. The plaintiff has been paying interest on Rs. 5 lakhs at the rate of 2% interest per Rs.100/-. The defendant's husband, who had been working abroad and had returned without a job, was in a position to default on interest payments from March 2019. The plaintiff did not provide any receipt for the collection of interest. The defendant agreed to repay the money borrowed from the plaintiff with interest from March 2019. The plaintiff also promised to cancel the sale agreement thereafter. The defendant has no need or desire to sell the suit property. The current market value of the property is Rs. 12,40,000/-. The defendant's husband is currently returning to Singapore and intends to repay the loan amount with interest within a year and cancel the bond. A nominal sale agreement has been entered into on 27.07.2015 as security only. Therefore, he stated that this case, which was filed citing false information, should be dismissed.

3. Issues framed on 08.11.2023:

1. Whether the suit sale agreement dated 27.07.2015 is true, genuine and as to the execution and passing of consideration of Rs 6 Lakhs ?.

2. Whether the suit sale agreement is executed as as security for the loan lent by the plaintiff is true ?.

3. Whether the plaintiff is always ready and willing his part of contract ?.

4. Whether the plaintiff is entitled to Specific performance of contract as prayed for ?.

5. Whether the plaintiff is entitled to permanent injunction as prayed for ?.

6. To what other reliefs parties are entitled ?.

4. Hence this suit has been filed within 3 years and not barred by law of limitation. Hene the suit has to be decreed.

5. In this case, the summon was issued through court to the defendant and the summon was served. The defendant appeared through their counsel and filed written statement. During trial, the plaintiff deposed as PW1 and Mr.Nehru deposed as PW2 and marked EX.A1 to EX.A6 documents to prove the plaintiff's case and the defendant was called absent and set exparte on 18.03.2025. Exparte evidence was recorded and the plaintiff side evidence has been closed.

6. Since the defendant remained *exparte* in the suit all the issues to be considered and determined by this court as follows:-

(i). Plaintiffs side heard. Records Perused. In order to establish the case of the plaintiff, the plaintiff Mr.Kannan was examined as PW1. The defendant has entered into a sale agreement with the plaintiff on 27.07.2015 in respect of the suit properties, for a sale consideration of Rs.6,50,000/-.The defendant has also received an advance sale consideration of Rs.6,00,000/- in respect of the suit properties at the time of sale agreement. The Balance sale consideration amount of Rs.50,000/-. The time stipulated for the performance of the sale agreement is fixed as 36 months that is on or before 27.07.2018. Later the plaintiff has been repeatedly contacting the defendant and demanded execution of sale deed. But the defendant failed to do so. Hence the plaintiff filed this Suit. On the side of Plaintiff, the Sale agreement executed by K.Chinnakathi in favour of M.Kannan is marked as Ex.A1, the sale deed executed by K.Ramasamy and 3 others infavour of K.Chinnakathi is marked as Ex.A2, the legal notice issued by the plaintiff to the defendant is marked as Ex.A3, the postal receipt is marked as Ex.A4, the returned registered postal cover is marked as Ex.A5, the Challan is marked as Ex.A6 and PW2 - Mr.Nehru adhaar card is marked as Ex.A7.

(ii). On conjoint reading of the oral evidence of PW1, i.e., registered sale agreement dated 27.07.2015, it is understandable that the suit property absolutely belong to defendant, the defendant agreed to sell the suit property in favour of the plaintiff, entered into and registered sale agreement with plaintiff on 27.07.2015 i.e., Ex.A1, the sale consideration is Rs.6,50,000/- the plaintiff paid a sum of Rs.6,00,000/- as advance amount to the defendant on the date of agreement and the time for performance is fixed as 36 months. Through the evidence of PW1 the plaintiff established the execution of suit sale agreement by the defendant and its terms. The period for performance is fixed as 36 months. It is noted that the defendant prolonged the execution of sale deed and assured the plaintiff that she will execute the sale deed 27.07.2018. So it is understandable that the delay is on the part of defendant and 36 months performance period fixed in Ex.A1 that is on 27.07.2018. PW2 - Nehru, in his chief examination, stated that everything stated in the Plaint and Proof Affidavit is true and that he has signed the sale contract deed dated 27.07.2015 as the 2nd witness. From the available evidence PW1 and contents of Ex.A1 and Ex.A2 sale deed executed by K.Ramasamy and 3 others infavour of K.Chinnakathi, Ex.A3 and Ex.A4 and Ex.A5 i.e office copy of legal notice and postal receipt and returned served postal cover to defendant and Ex.A6 is the challan copy of balance sale consideration amount, the plaintiff

also established his readiness and willingness all along. Defendant failed to appear before this court to rebut the case of plaintiff on the other hand, the defendant didn't appear before this court to rebut the case of plaintiff. Therefore, this court is of the view that the plaintiff established the claim of specific performance against the defendant and also the claim of possession of suit property, after the execution of sale deed in accordance with the suit sale agreement i.e, Ex.A1.

Result :-

The suit is decreed with cost by directing the defendant to receive the balance sale consideration amount of Rs.50,000/- from the plaintiff, execute and register a sale deed in respect of suit property in favour of the plaintiff, as per the sale agreement dated 27.07.2015 and deliver the possession of suit property to the plaintiff. Time for execution of sale deed and delivery of possession is fixed as two months from the date of decree and granting the permanent injunction restraining the defendant, her men, agent or assigns from in any way alienating or encumbering the suit property in any manner in favour of any third parties.

Dictated to the typist, and typed by him, corrected and pronounced by me, this the 09th day of March 2026.

**Sub Judge,
Melur.**

List of Witness examined on the side of the Plaintiff:-

P.W.1. -Mr.Kannan

P.W.2 -Mr.Nehru

List of documents marked on the side of the Plaintiff:-

Ex.A1	27.07.2015	Sale agreement executed by K.Chinnakathi in favour of M.Kannan	Original
Ex.A2	01.11.2004	Sale deed executed by K.Ramasamy and 3 others infavour of K.Chinnakathi	Online copy
Ex.A3	16.04.2019	Legal notice issued by the plaintiff to the defendant	Office copy
Ex.A4	16.04.2019	postal receipt	Original
Ex.A5	26.04.2019	Returned registered postal cover	Original
Ex.A6		Challan	copy
Ex.A7		Adhaar card of PW-2 Nehru	Compared with original

List of witness and documents on the side of the defendants : - NIL

**Sub Judge,
Melur.**

**Draft/Fair Judgment
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