

IN THE COURT OF THE SUBORDINATE JUDGE, USILAMPATTI.

Present: Tmt.L.Maheswari., M.L.,

Subordinate Judge, Usilampatti

Saturday, the 4th day of July, 2026

O.S.No. 118 of 2024

(CNR.No.TNMD240002162024)

Tmt.Saravanapriya

....Plaintiff

-Vs-

Tr.Chellasamy

... Defendant

This suit is coming on 22.06.2026 for final hearing before me in the presence of M/s.Mr.S.Ganapathy, learned counsel for the plaintiff, and M/s.Mr.Senthilkumar, Mr.M.Rajendran, Mr.R.Dineshbabu, Mr.R.Siva, Mr.J.Praveen, learned counsel for the defendant, and upon perusal of case records and after hearing the both side arguments, and this suit having stood over for consideration till this day, this court delivered the following:-

JUDGMENT

This suit filed under Order VII Rule 1 of CPC, a) Directing the defendant to execute and register a sale deed in respect of the suit properties in favour of the plaintiff for a sum of Rs.3,50,000/- (Rupees Three lakhs and fifty thousand only) conveying the schedule mentioned property and to receive the balance sale consideration of Rs.25,000/- (Rupees Twenty five thousand only) from the plaintiff

and hand over possession to the schedule mentioned property within a time to be fixed by this Honourable Court and in the event of failure of the defendant to execute the said deed as directed above, then this Honourable Court to execute the sale deed in favour of the plaintiff; **or in the alternative** a) Directing the defendants to refund to the plaintiff a sum of Rs.3,25,000/- (Rupees Three Lakhs and Twenty Five thousand only) which the defendant had received by way of advance from the plaintiff with interest at the rate of 12% per annum from the date of agreement and directing that the schedule mentioned property to be a statutory charge as per the Transfer of Property Act for payment of the said amount to the plaintiff, b) Directing the defendant to pay to the plaintiff the costs of the suit.

02. Brief averments made in the plaint is as follows:

The plaintiff states that the suit property originally belonged to the defendant by virtue of a registered Gift Settlement Deed dated 29.11.2017. The defendant intended to sell the said property, and the plaintiff was interested in purchasing the same. After negotiations, the defendant agreed to sell the property to the plaintiff for a total sale consideration of Rs.3,50,000/-. Accordingly, the defendant executed a registered Sale Agreement dated 28.06.2023 in favour of the plaintiff and received a sum of Rs.3,00,000/- as advance and part sale consideration. The plaintiff was liable to pay the balance sale consideration of Rs.50,000/- at the time of execution and registration of the sale deed. It was agreed between the parties that the balance amount of Rs.50,000/- should be paid on or before 27.04.2024 and that the sale deed should be executed and registered on or before the said date. Time was not the essence of the

contract, and the plaintiff was always entitled to call upon the defendant to execute the sale deed. Subsequently, on 07.08.2023, the defendant borrowed a further sum of Rs.25,000/- from the plaintiff and executed a receipt acknowledging the same. Therefore, according to the plaintiff, only a sum of Rs.25,000/- remained payable towards the balance sale consideration. Despite repeated demands, the defendant kept delaying the performance of his obligations under the Sale Agreement. Hence, the plaintiff caused a legal notice dated 07.04.2024 calling upon the defendant to execute the sale deed on 22.04.2024. However, the defendant neither executed the sale deed nor sent any reply notice. Therefore, the plaintiff has filed the present suit seeking appropriate relief.

03. Brief averments of the Written statement filed by the Defendant is as follows:

The defendant denies the allegations made in the plaint. The defendant admits that the suit property was settled in his favour by his father under a registered Settlement Deed dated 29.11.2017. However, he specifically denies that he ever agreed to sell the property to the plaintiff, agreed to a sale consideration of Rs.3,50,000/-, or received an advance amount of Rs.3,00,000/- from the plaintiff on 28.06.2023. The defendant also denies having received the alleged sum of Rs.25,000/- and further denies the plaintiff's readiness and willingness to perform her part of the contract. The defendant admits receipt of the legal notice dated 07.04.2024. According to him, he had, in fact, borrowed a sum of Rs.3,00,000/- from the plaintiff's husband on 28.12.2021 for family expenses and to discharge petty debts. He paid interest on

the said loan at the rate of 3% per month, namely Rs.9,000/- per month, till April 2023. Thereafter, due to financial difficulties, he was unable to continue payment of interest. The plaintiff's husband allegedly came to the defendant's house and threatened him to repay the principal and interest amounts, and, under such circumstances, the defendant executed and registered the document relating to the suit property only as security for the loan amount of Rs.3,00,000/- and not as an agreement for sale. Hence, according to the defendant, there is no cause of action for filing the present suit and the suit is liable to be dismissed.

04. Based on the pleadings set out in the plaint, written statement, this court framed the following issues:

- 1 Whether the Sale Agreement dated 28.06.2023 was executed by the defendant in lieu of a money loan?
- 2 Whether the plaintiff was always ready and willing to purchase the suit property?
- 3 Whether the plaintiff is entitled to a decree for specific performance?
- 4 Whether the plaintiff is entitled to the alternative relief prayed for?
- 5 To what other reliefs, if any, is the plaintiff entitled?

05. To substantiate the case of the plaintiff, the plaintiff examined himself as PW-1 and another witness as PW-2 and marked Exs.A1 to A5. On the side of the defendant, the defendant examined himself as DW-1 and no documentary evidence was adduced.

06. DISCUSSION AND FINDINGS

Issue No. 1:-

i) The plaintiff states that the suit property originally belonged to the defendant by virtue of a registered Gift Settlement Deed dated 29.11.2017. The defendant intended to sell the said property, and the plaintiff was interested in purchasing the same. After negotiations, the defendant agreed to sell the property to the plaintiff for a total sale consideration of Rs.3,50,000/-. Accordingly, the defendant executed a registered Sale Agreement dated 28.06.2023 in favour of the plaintiff and received a sum of Rs.3,00,000/- as advance and part sale consideration. The plaintiff was liable to pay the balance sale consideration of Rs.50,000/- at the time of execution and registration of the sale deed. It was agreed between the parties that the balance amount of Rs.50,000/- should be paid on or before 27.04.2024 and that the sale deed should be executed and registered on or before the said date. Time was not the essence of the contract, and the plaintiff was always entitled to call upon the defendant to execute the sale deed. Subsequently, on 07.08.2023, the defendant borrowed a further sum of Rs.25,000/- from the plaintiff and executed a receipt acknowledging the same. Therefore, according to the plaintiff, only a sum of Rs.25,000/- remained payable towards the balance sale consideration. Despite repeated demands, the defendant kept delaying the performance of his obligations under the Sale Agreement. Hence, the plaintiff caused a legal notice dated 07.04.2024 calling upon the defendant to execute the sale deed on 22.04.2024. However, the

defendant neither executed the sale deed nor sent any reply notice. Therefore, the plaintiff has filed the present suit seeking appropriate relief.

ii) The defendant denies the allegations made in the plaint. The defendant admits that the suit property was settled in his favour by his father under a registered Settlement Deed dated 29.11.2017. However, he specifically denies that he ever agreed to sell the property to the plaintiff, agreed to a sale consideration of Rs.3,50,000/-, or received an advance amount of Rs.3,00,000/- from the plaintiff on 28.06.2023. The defendant also denies having received the alleged sum of Rs.25,000/- and further denies the plaintiff's readiness and willingness to perform her part of the contract. The defendant admits receipt of the legal notice dated 07.04.2024. According to him, he had, in fact, borrowed a sum of Rs.3,00,000/- from the plaintiff's husband on 28.12.2021 for family expenses and to discharge petty debts. He paid interest on the said loan at the rate of 3% per month, namely Rs.9,000/- per month, till April 2023. Thereafter, due to financial difficulties, he was unable to continue payment of interest. The plaintiff's husband allegedly came to the defendant's house and threatened him to repay the principal and interest amounts, and, under such circumstances, the defendant executed and registered the document relating to the suit property only as security for the loan amount of Rs.3,00,000/- and not as an agreement for sale. Hence, according to the defendant, there is no cause of action for filing the present suit and the suit is liable to be dismissed.

iii) In the above said background of the case, the court has to decide whether the plaintiff is entitled for the relief claimed by him?

iv) The following facts are admitted by both parties:

a) The suit schedule property stands in the name of the defendant by virtue of a registered Gift Settlement Deed dated 29.11.2017 executed in his favour by his father.

b) The execution and registration of the Sale Agreement dated 28.06.2023 and the signatures found therein are admitted by the defendant, though he contends that the document was executed only as security for a loan transaction and not as a genuine agreement of sale, but he failed to file any simple piece of document in order to prove his contention.

v) The plaintiff has pleaded that the defendant agreed to sell the suit schedule property for a total sale consideration of Rs.3,50,000/- and executed a registered Sale Agreement dated 28.06.2023 after receiving an advance amount of Rs.3,00,000/- and also stated that on 07.08.2023 the defendant again borrowed Rs.25000/- therefore the plaintiff is liable to pay on by Rs.25000/-. On the other hand, the defendant has specifically contended that he had borrowed a sum of Rs.3,00,000/- from the plaintiff's husband on 28.12.2021 for his family expenses and discharge of debts and that the Sale Agreement was obtained only as security for the said loan transaction.

vi) It is well settled that once the execution of the Sale Agreement is admitted, the burden shifts upon the defendant to establish that the document was not intended to be acted upon as an agreement of sale and that it was executed merely as security for a loan transaction. The burden of proving such special facts lies upon the defendant under Sections 101, 102 and 103 of the Indian Evidence Act.

vii) Except his own oral testimony, the defendant has not produced any independent or documentary evidence to prove the alleged loan transaction. No document has been produced to establish the borrowing of Rs.3,00,000/-, payment of monthly interest, or any complaint regarding the alleged threat and coercion by the plaintiff's husband. No independent witness has been examined in support of his plea. In the absence of any supporting evidence, the plea that the Sale Agreement was executed merely as security for a loan remains a bald allegation.

viii) Accordingly, this Court holds that the Sale Agreement dated 28.06.2023 was not executed in lieu of a money loan and that it is a genuine agreement of sale. Therefore, Issue No.1 is answered in favour of the plaintiff and against the defendant.

07. Issue No.2:

i) The plaintiff has specifically pleaded and deposed that he has always been ready and willing to perform his part of the contract. The evidence on record discloses that after execution of the Sale Agreement, the plaintiff repeatedly requested the defendant to execute the sale deed. The plaintiff also caused a legal notice dated 07.04.2024 calling upon the defendant to receive the balance sale consideration and execute the sale deed on 22.04.2024. Admittedly, the defendant received the said notice but neither executed the sale deed nor sent any reply notice.

ii) The conduct of the plaintiff in issuing the legal notice and demanding execution of the sale deed clearly demonstrates his continuous readiness and willingness to perform his obligations under the contract. Section 16(c) of the Specific

Relief Act, 1963 requires the plaintiff to plead and prove his readiness and willingness to perform the essential terms of the contract. The pleadings, oral evidence and Ex.A2 sufficiently establish the same. Accordingly, Issue No.2 is answered in favour of the plaintiff.

08. Issue No.3:

i) The plaintiff has successfully proved the execution of the registered Sale Agreement dated 28.06.2023 and 07.08.2023 payment of an advance sale consideration of Rs.3,00,000/-, and Rs.25000/- respectively and his continuous readiness and willingness to perform his part of the contract. On the other hand, the defendant has failed to establish his plea that the Sale Agreement was executed merely as security for a loan transaction.

ii) Further, during the course of cross-examination, DW-1 made material admissions supporting the case of the plaintiff. The relevant portion of his evidence reads as follows:

"கடந்த 28.06.2023ம் தேதி வாதிக்கு தாவா சொத்தை ரூ.3,50,000/-க்கு கிரையம் பேசி ரூ.3லட்சம் முன்பணமாக வாங்கி கிரைய ஒப்பந்தம் பதிவு செய்து கொடுத்துள்ளேன் என்றால் சரிதான். 07.08.2023ம் தேதி வாதியிடம் ரூ.25,000/- பெற்றேன் என்றால் சரிதான். கிரைய ஒப்பந்தத்தில் ஒரு வருட காலத்திற்குள் கிரையம் பதிந்து கொடுக்காததால் வாதி வழக்கு தாக்கல் செய்துள்ளார் என்றால் சரிதான்."

The above admissions substantially corroborate the plaintiff's case and completely demolish the defence set up by the defendant. The admissions clearly establish that the defendant agreed to sell the suit property for a consideration of Rs.3,50,000/-, received an advance amount of Rs.3,00,000/- and a further sum of Rs.25,000/-, and failed to execute the sale deed within the agreed period.

iii) The defendant has not produced any evidence to discredit the plaintiff's case or to substantiate his defense that, the Sale Agreement was intended merely as security for a loan transaction. In view of the findings rendered on Issue Nos.1 and 2, this Court holds that the Sale Agreement dated 28.06.2023 is true, valid and enforceable and that the plaintiff is entitled to the equitable relief of specific performance. Accordingly, Issue No.3 is answered in favour of the plaintiff.

09. Issue No.4:

In view of the findings rendered on Issue Nos.1 to 3 and since the plaintiff is entitled to the principal relief of specific performance, consideration of the alternative relief does not arise. Accordingly, Issue No.4 is answered accordingly.

10. Issue No.5:

The plaintiff is not entitled to any other independent relief except the consequential reliefs flowing from the decree for specific performance. Accordingly, Issue No.5 is answered accordingly.

In the result, the suit is decreed with costs.

a) The defendant is directed to execute and register the sale deed in respect of the suit schedule property in favour of the plaintiff upon receipt of the balance sale consideration of **Rs.25,000/-** within **one month** from the date of this Judgment.

b) The plaintiff shall deposit the balance sale consideration of **Rs.25,000/-**, if not already deposited, before this Court within the aforesaid period.

c) In the event of failure on the part of the defendant to execute and register the sale deed within the stipulated time, the plaintiff is at liberty to have the sale deed executed through due process of Court at the cost of the defendant.

d) The defendant shall pay the costs of the suit to the plaintiff.

Dictated by me to stenographer directly, computerized by her, corrected and pronounced by me in the open court, this 4th day of July, 2026.

**Sub Judge,
Usilampatti.**

Plaintiff's side witness:

PW1: Tmt.Saravanapriya

PW2: Tr.Sanjay

Plaintiff's side Exhibits:

Ex.A1 28.06.2023 Original Sale agreement executed by the defendant in favour of the plaintiff

Ex.A2 29.11.2017 Original registered Gift Settlement Deed dated 29.11.2017 in the name of the defendant

Ex.A3 07.08.2023 Original Sale Agreement

Ex.A4 07.04.2024 Postal Receipt and Office Copy of the Legal Notice

Ex.A5 --- Original Acknowledgement Card (A/D Card).

Defendant's side Witness:-

DW1: Tr.Chellasamy

Defendant's side Exhibits:- Nil.

**Sub Judge,
Usilampatti.**

Draft/Fair Judgment

in

O.S. No.118 of 2024

Dated: 04.07.2026

Sub Court,

Usilampatti.

