

**IN THE COURT OF THE SUBORDINATE JUDGE,  
UDHAGAMANDALAM.**

**Present: Tmt. G. Bharathi Prabha, B.A., B.L.,  
Subordinate Judge  
Udhagamandalam  
(J.O.Code: TN01448)**

Wednes, the 3<sup>rd</sup> day of June, 2026

**O.S.No.21 of 2026**

CNR No.TNNS02-000357-2025

1. Padmavathi
2. H.Gowtham
3. H.Koushick

... Plaintiffs

-Vs-

M.Dinesh

... Defendant

This suit is coming on 30.04.2026 for final hearing before this court, in the presence of Mr. M.Santhosh Kumar, B.Com., LL.B., Advocate for the plaintiffs, and the defendant remained exparte and upon hearing the plaintiff's side argument, upon perusing all the material records and having stood over till this day, for consideration this court delivered the following:-

**JUDGMENT**

This is a suit for declaration declaring that the sale agreement dated 24.06.2020 registered as Doc.No.488/2020 in the office of the Joint-1 Sub-Registrar of Udhagamandalam is void and unenforceable in law as being barred by limitation owing to efflux of time and owing to Defendant not showing any readiness and willingness to perform his obligations under the Sale agreement. Granting Mandatory Injunction, consequent to the declaration sought for, directing the defendant to cause execution of appropriate documentation causing cancellation of the Sale Agreement dated 24.06.2020 registered as Doc.No.488/2020 in the office of the Joint-1, Sub-Registrar of Udhagamandalam, within such time as stipulated by this court, and in failure thereof, this court be pleased to cause execution of appropriate documentation to wriggle off the encumbrance caused to the schedule property owing to the sale agreement dated 24.06.2020 and cost of the suit.

2. The plaintiffs contends that, the 1<sup>st</sup> plaintiff is the Wife and Plaintiffs 2 and 3 are Sons respectively of Late N.Humsaraj. During his lifetime, Late N.Humsaraj purchased an extent of 0.36 acres of land in New R.S.No.756/7B and 747/7C (Old R.S.No.238/7A3A and 238/7C) respectively, under a Deed of Sale dated 30.08.2013 registered as Doc.No.1106/2013 in the office of the Joint-I Sub-Registrar of Udhagamandalam. It is submitted that Late N.Humsaraj was suffering a lung related ailment which involved huge expenditure. Therefore, Late.N.Humsaraj made up his mind to sell the Schedule Property and was looking out for prospective purchasers. In the circumstances, Late.N.Humsaraj facilitated mutation of all Revenue records relating to the Schedule Property, caused Sub-division of the Schedule Property, secured independent Patta No.6335 in his name and fenced the Schedule Property separately earmarking the same, all on 20.01.2020 itself and made the Schedule Property readily available for sale. In the aforesaid context, the defendant had approached Late.N.Humsaraj and expressed his interest to purchase the Schedule Property during May 2020. After negotiations, a Sale Agreement dated 24.06.2020 registered as Document No.488/2020 came to be executed between Late N.Humsaraj and the defendant for causing conveyance of the Schedule Property in favour of the defendant. The material terms and conditions incorporated in the said Agreement are as follows; A. That the Sale consideration shall be the sum of Rs.20,00,000/-; B. That the Defendant has paid a sum of Rs.5,00,000/- as advance money; C. That the Defendant shall pay the balance consideration of Rs.15,00,000/- within a period of 5 months from the date of the Sale Agreement and cause execution of the Sale Deed in his favour; D. That if the Sale Deed is not executed within a period of 5 months, the advance money of Rs.5,00,000/- paid under the Sale Agreement shall be forfeited; E. That in case of breach of the terms of the Sale Agreement, the same shall be enforced through a Court of law. It is submitted that copies of the Sale Deed dated 30.08.2013, Patta No.6335 and an Encumbrance Certificate were all provided to the Defendant even prior to execution of the Sale Agreement, enabling the Defendant to conduct a due diligence and secure a legal opinion in respect of the Schedule Property. It is submitted that subsequent to the execution

of the Sale Agreement, Late.N.Humsaraj became bed-ridden and was not in a position to manage his own self even for his day-to-day routine and was completely dependent on the Plaintiffs. He was even admitted to PSG Hospitals, Coimbatore every now and then. In the circumstance, and since the medical expenditure was mounting day by day, Late.N.Humsaraj himself had been requesting the Defendant to pay the balance consideration and have the Sale Deed executed, since the money is required for his medical and hospital expenses. During every occasion when Late N.Humsaraj required medical attention, the 1<sup>st</sup> Plaintiff herself had been contacting the defendant and had been pleading the defendant to complete the transaction since the funds were required for the medical expenses of Late N.Humsaraj. It is submitted that at every occasion when the defendant was contacted, he gave one convincing reason or the other, but failed to facilitate payment of the balance consideration and get the Sale Deed executed in his favour. Years passed by, and Late N.Humsaraj became bed-ridden and remained only at home. The defendant did not even visit Late.N.Humsaraj at any point in time after execution of the Sale Agreement and even with specific knowledge of his medical condition. However, the defendant successfully evaded execution of the Sale Deed, for five long years from June 2020 until 2025. It is submitted that Late N.Humsaraj unfortunately expired on 24.01.2025 at his residence at 12/11, Valley View, Ketti Medu, Ketti Post, leaving behind the Plaintiffs as his only legal heirs. The Defendant did not turn up even for the death of Late.N.Humsaraj despite having knowledge of his death. After the death of Late.N.Humsaraj, the Plaintiffs contacted the Defendant and called upon him to cause cancellation of the Sale Agreement dated 24.06.2020 by execution of a Cancellation Deed. The Plaintiffs asserted that the defendant did not turn up with the balance consideration of Rs.15,00,000/- during times when the Plaintiffs and Late N.Humsaraj need it the most to meet his medical expenditure, that five long years have passed and so, the Sale Agreement became barred by limitation, that even otherwise, since the value of the Property has increased manifold, it is not equitable for the Plaintiffs to give away the Schedule Property for a price fixed 5 years back for a lesser price, especially since it is the Defendant who is in default.

The Defendant was also initially convinced morally and demanded return of the advance money of Rs.5,00,000/- paid to Late N.Humsaraj at the time of entering into the Agreement. However, surprisingly, the defendant turned a total volte face and thereafter ignored the Plaintiffs phone calls and reminders. In the aforesaid circumstances, the Plaintiffs were constrained to issue a legal notice dated 15.03.2025 to the Defendant, calling upon the Defendant to execute a Deed of Cancellation, within 7 days of receipt of the said legal notice. After acknowledging the legal notice, the Defendant issued a belated Reply Notice dated 29.03.2025 containing ruthlessly false and concocted stories to buttress his claim that he was allegedly willing to perform his obligations under the Agreement. While Late N.Humsaraj was bed-ridden and at no point in time the Defendant even attempted to contact him, the Defendant concocted stories in his Reply Notice, as though he has been regularly visiting Late N.Humsaraj. As a standard format of issuing reply, the Defendant contended that the land was not properly measured and no Documents were furnished to the Defendant and this is why there was a delay in performing the Agreement. Firstly, the Schedule Property is a separate land belonging to Late N.Humsaraj under a Sale Deed. It is significant to note that the Schedule Property was sub-divided further and a separate Patta is issued in the name of Late.N.Humsaraj even in January 2020. Even at the time of entering into the Sale Agreement in June 2020, all the Documents pertaining to the Property were handed over to the Defendant. There were no further documents required in respect of the Schedule Property for effecting conveyance thereof. Therefore, the contention of the defendant that Late.N.Humsaraj did not furnish documents or did not measure the Schedule Property, is a blatant falsehood. In the aforesaid circumstance, since the Reply Notice dated 29.03.2025 issued by the Defendant is wholly wrongful and reeked with falsity and malafides, the Plaintiffs caused to be issued to the defendant, a rejoinder notice dated 25.04.2025. In the rejoinder notice, the plaintiffs apart from unequivocally asserting and reiterating the fact that the contents of the Reply Notice of the Defendant is false, also questioned the competence of the Defendant to perform the Sale Agreement. The Plaintiffs also asserted that the enforcement

of the Sale Agreement is barred by limitation, that the advance money is forfeited and further that the Plaintiffs would resort to legal remedy if the defendant does not come forward to execute appropriate documentation causing cancellation of the Sale Agreement dated 24.06.2020 and cause removal of the entry relating thereto in the encumbrance pertaining to the Schedule Property. It is submitted that the Sale Agreement is dated 24.06.2020. The time stipulated in the Sale Agreement is a period of 5 months from the date of Agreement, The Sale Agreement also stipulates that the advance of Rs.5,00,000/- would stand forfeited if the defendant does not perform his obligations thereunder within the said stipulated period of time. This apart, apparently, the defendant did not show any readiness and willingness even with full knowledge that the money is intended for the medical expenditure of Late N.Humsaraj. The value of the Schedule Property has also increased manifold. Therefore, the Sale Agreement cannot be enforced by any stretch of imagination, since the same stood terminated, firstly by efflux of time stipulated in the Sale Agreement, secondly, by the Defendant's own conduct and thirdly, by being informed also. In the circumstance, the Defendant has no other alternative but to cause execution of a Deed of Cancellation of the Sale Agreement dated 24.06.2020 and in failure thereof, this court to rescue the plaintiffs. Hence, the suit.

3. The defendant remained exparte, hence, the 1<sup>st</sup> plaintiff has examined as PW.1 on the plaintiffs side and marked Ex.A.1 to Ex.A.8 to prove its case. There is no rebuttal evidence. With the evidence of PW1 the plaintiffs side evidence was closed and thereafter this court heard the learned counsel for the plaintiffs.

4. The point for consideration is as to whether the plaintiffs are entitled for the relief as prayed for?

5. The case of the plaintiffs is that the suit schedule property originally belonged to Late N. Humsaraj, husband of the 1st plaintiff and father of plaintiffs 2 and 3. Late N. Humsaraj purchased the suit property under a registered Sale Deed dated 30.08.2013. Owing to ill-health and mounting medical expenses, he intended to sell the property and entered into a registered

Sale Agreement dated 24.06.2020 with the defendant for a total sale consideration of Rs.20,00,000/-. A sum of Rs.5,00,000/- was paid as advance and the balance sale consideration of Rs.15,00,000/- was agreed to be paid within five months from the date of agreement. According to the plaintiffs, despite repeated requests made by Late N. Humsaraj and thereafter by the plaintiffs, the defendant failed to pay the balance consideration and get the sale deed executed. It is further pleaded that Late N. Humsaraj died on 24.01.2025 leaving behind the plaintiffs as his legal heirs. Thereafter, the plaintiffs called upon the defendant to execute a Deed of Cancellation. Though legal notices were exchanged, the defendant failed to comply.

6. PW1 has reiterated the averments contained in the plaint. The oral testimony of PW1 remains unchallenged as the defendant has chosen to remain ex parte. Ex.A1 to Ex.A8 have been marked in support of the plaintiffs' case. The evidence on record discloses that the Sale Agreement dated 24.06.2020 stipulated a period of five months for completion of the sale transaction. The plaintiffs have further established that despite repeated demands, the defendant did not come forward to pay the balance sale consideration and complete the transaction within the stipulated period.

7. The materials placed before the Court further show that the agreement was entered into on 24.06.2020 and no steps were taken by the defendant for enforcement of the agreement within the period prescribed under law. The evidence of PW1 also discloses that even after the death of Late N. Humsaraj, the defendant did not take effective steps to complete the transaction and failed to execute a Deed of Cancellation despite demands made by the plaintiffs.

8. There is absolutely no rebuttal evidence before this Court. The oral testimony of PW1 is natural, cogent and supported by documentary evidence. The Court finds no reason to disbelieve the same. Consequently, the plaintiffs have established that the Sale Agreement dated 24.06.2020 is incapable of enforcement and that they are entitled to appropriate declaratory relief. The

plaintiffs are also entitled to consequential mandatory injunction directing removal of the encumbrance created by the said agreement.

**9. In the result,**

(i) The suit is decreed with costs.

(ii) It is hereby declared that the Sale Agreement dated 24.06.2020 in respect of the suit schedule property is null, void and not binding on the plaintiffs.

(iii) The defendant is directed, by way of mandatory injunction, to take all necessary steps in cooperation with the plaintiffs for cancellation of the said Sale Agreement dated 24.06.2020 and to execute and register the requisite document for such cancellation before the competent Sub-Registrar within a period of two (2) months from the date of this Judgment and Decree.

Dictated to Steno-Typist, typed by him directly in computer, corrected and pronounced by me in open court, on this the 3<sup>rd</sup> day of June, 2026.

**SUB JUDGE,  
UDHAGAMANDALAM.**

**I. Plaintiffs Side Witnesses:**

PW1 – Thiru. Padmavathi (1<sup>st</sup> Plaintiff)

**II. Plaintiffs Side Exhibits:**

|       |            |                                    |          |
|-------|------------|------------------------------------|----------|
| Ex-A1 | 30.08.2013 | Sale deed                          | Copy     |
| Ex-A2 | 24.06.2020 | Sale agreement                     | Copy     |
| Ex-A3 | 04.02.2025 | Death certificate of Late.Humsaraj | Copy     |
| Ex-A4 | 20.02.2025 | Legal Heir certificate             | Copy     |
| Ex-A5 | 25.03.2025 | Chitta and Patta                   | Copy     |
| Ex-A6 | 08.10.2025 | Chitta                             | Copy     |
| Ex-A7 | 15.03.2025 | Legal notice                       | Copy     |
| Ex-A8 | 08.05.2025 | Postal Return Cover                | Original |

**III. Defendant Side Witnesses & Exhibits:** -Nil-

**SUB JUDGE,  
UDHAGAMANDALAM.**

|                                                  |            |
|--------------------------------------------------|------------|
| Sub Court,<br>Udhagamandalam<br>Copy of Judgment |            |
| O.S.No:                                          | 21/2026    |
| Date:                                            | 03.06.2026 |