

**IN THE COURT OF THE ADDITIONAL DISTRICT MUNSIF, GUDALUR,
PRESENT: THIRU. P. MURUGESAN, B.L.,
ADDITIONAL DISTRICT MUNSIF, GUDALUR.**

(Thiruvalluvar Aandu 2057, Visuvavasu Varudam, Maasi Thingal 27th day)

Wednesday 11th day of March 2026.

E.A.No.01/2026

in

E.P.No.9/2017

1) Sudhagaran (since deceased)

2) K.Thangamani

3) M.S.Ajesh

4) M.S.Deepa

5) M.S.Archana

. . . Petitioners/Decree Holders

/Versus /

Prakash Chandran

. . . Respondent/Judgment Debtor

This petition has been taken on file on 12.02.2026 and coming before me for final hearing on 10.03.2026 in the presence of Learned Advocate Tr. V.S.Issac for the Petitioners/Decree Holders and Learned Advocate Tr.T.Mathew for Respondent/Judgment Debtor and upon hearing both sides and perusing records and having stood over for consideration till this day, this court delivered the following:

ORDER

This petition is filed by the Petitioners/Decree Holders Under Order 21 Rule 105 & 106 of CPC, prays to restore the execution petition which was dismissed for default on 19.12.2025 for the non appearance of the petitioners/decreed holders and filing of the draft sale deed in the interest of justice.

2).THE BRIEF AVERMENTS OF PETITION :-

(i). This case was posted on 19-12-2025 for filing of the Draft sale deed, but Petitioner nor the other petitioners were able to attend the court, and file the draft sale deed, petitioner had applied for the valuation of the property from the sub registrar Gudalur, and could not come and collect the same. On 19-12-2025 his advocate asked

him to attend the court and get a time for filing the draft sale deed, but petitioner could not reach on time due the heavy traffic, he had to come from Calicut, Kerala by the time petitioner reached it was 2'o clock in the afternoon, and he was asked contacted his advocate for further date.

(ii). The non filing of the draft sale deed on 19.12.2025 was not willful, but due to the above reason, and if the petition is not allowed the petitioner will be put to irreparable loss and hardship. In the above circumstances petitioners respectfully prays that this court may be pleased to set aside the order of dismissal and restore the Execution petition which was dismissed for default on 19-12-2025 and thus render justice.

3).THE BRIEF AVERMENTS OF COUNTER :-

(i). The Respondent submits that, the Above E.A 1/2026 is Filed for to restore the Execution Petition which was dismissed on 19/12/2025 by this Court. The Prayer of the Dismissed Execution Petition is not acceptable in concerned with the draft sale deed which is prepared and filed under suppression of fact and is against the crux and motto of sale agreement which was entered in between the Decree holder and the Judgment debtor. The written agreement dated 30/6/1994 was entered in between the Petitioner and the respondent was for making a common 12 ft.width mud road through the land of Respondent/J.D. continues to the land of Respondent/J.D. and connecting to the land of Petitioner/Decree Holder which is to be used for both Petitioner and the respondent and their family members at present and in future with equal right and enjoyment forever and also the other users of the same as 3ft path way at present enjoining.

(ii). That facts are emphatically reveals in Exhibit A1 and the B1 in O.S.NO:42/1998, The parent Suit of the E.P.9/2017. These fact are never mentioned in any paragraph or in the total recital portion of Draft sale Deed submitted by the petitioner before this Court. Apart from the advance sale agreement of Rs.15,000/- the agreed balance sale agreement amount of Rs.46,500/- (Forty Six Thousand five Hundred) has not paid till date. At the time of written advance agreement dated

08/06/1994 the Petitioner admitted to pay Rs.4100/- per cent to the Respondent.. So for 15 cents he has to to pay 4100 X 15=61500/- Since Road is equally rightful and enjoyable by both Petitioner and Respondent and his family members at present and in future the Respondent has agreed to receive Rs.23250/- being the half of the total amount of Rs.46,250/- but in that amount the Petitioner has paid only Rs.15,000/- till date to the Respondent.

(iii). So the Petitioners has to pay Rs.8250/- (Eight Thousand Two Hundred and Fifty) as agreed to the Respondent on that day itself. The said amount is till date not paid to the Respondent or not deposited in this Court by the petitioners. In the 5th paragraph of draft sale deed it is mentioned as, that to hold the same unto the purchaser as absolute owner for ever free from all encumbrances, claim and demand This distorted and malafide recital is amount to a total violation and deviation to make wrongful gain to the Petitioners which are totally nuance and discrepant with the agreement entered in between the petitioner and the respondent for making a 12 feet width mud road in the land of Respondent for the use of both Petitioner and Respondent forever.

(iv). The property mentioned in draft Sale deed for an extent of 15 cents is having more sale-able and highly marketable rather than the meager agreed amount. The main purpose of the Sale Agreement of Exhibits A1 & B1 are only for a road purpose but not for alienating the property for ever. The Petitioner has filed his draft sale Deed by hiding the exact necessity and requirements arrayed in the Exhibits A1 and B1 in between the Petitioner and the respondent. So he approached before this Hon'ble Court by suppressed facts on the veil of Judgment and decree by misrepresentation through E.P. to execute the Draß sale deed without following the soul and heart of agreement in between the Petitioner and the Respondent. In the Schedule of propery columns the description of property mentioned only 15 cents.

(v). It should be added the Nature of land as dry land and also added as 15 cents including the area covered under 12ft width Road which is Going to be make through the land of Respondent to the property of Purchaser and the same is equally

rightful to the Purchaser and seller and their legal heirs who being the Petitioner and Defendant here in. If this court is simply going to proceed with the Draft Farce Sale deed without considering all the above mentioned objections submitted by the Respondent, then the loss, hardships, mental agony and sufferings incurred by the same will be irreparable and incurable for the Respondent and his family.

(vi). The petitioner stated in his affidavit that on 19/12/2025 he could not attend this Court due to Traffic Block via on the road of Calicut-Kerala. But there is no such alleged traffic block on that day and the cause mentioned and arrayed are insufficient because there are three other alive petitionersto appear in this E.P.9/2027 which are all residing at Erumad instead of Petitioner No.3 M.S.Ajesh only to attend this Court on 19/12/2025 from Calicut. So this petition is such like no-cuts, no-buts and no-coconuts manner to compelling this Hon'ble Court to accept the version of petitioner without touching through a judicial mind. Hence this Court may be pleased to consider the above facts and circumstances and thereby to dismiss this petition with exemplary cost and thus render justice.

4). The point for consideration is that whether the petition is allowed or not.

5). No oral and documentary evidences were let on both sides and heard both sides.

6).Answer to point :

This court carefully considered that the submission of both sides learned counsels, Petition Affidavit, Counter and perusal of case records. The Original E.P.No.9/2017 filed by petitioners/deed holders for execution of sale deed in respect of suit property. From 05.10.2021 E.P. posted for Draft sale deed. On 19.12.2025 main E.P. was posted for filing Draft sale deed as last chance. That day petitioners are not present and their no representation. Therefore the main E.P.No.9/2017 was Dismissed for default. Sufficient cause mention in petition for Absent of petitioners in hearing date 19.12.2025. If allowing this petition no prejudice to the Respondent/Judgment debtor. The above said facts and circumstances and in the interest of justice, this court inclined to allow the petition, with cost.

7). CONCLUSION:-

In the result, this petition is allowed on payment of cost a sum of Rs.5000/-. The petitioners are directed to paid cost Rs.5000/- to the Respondent on or before 16.03.2026. Which fails this petition is dismissed automatically for complaine report call on 17.03.2026.

Dictated by me to the Steno-typist, typed by his, corrected and pronounced by me in open court, this the 11th day of March 2026.

**ADDITIONAL DISTRICT MUNSIF,
GUDALUR**

PETITIONERS SIDE WITNESSES

Nil

PETITIONERS SIDE EXHIBITS

Nil

RESPONDENT SIDE WITNESSES

Nil

RESPONDENT SIDE EXHIBITS

Nil

**ADDITIONAL DISTRICT MUNSIF,
GUDALUR**

**Additional District Munsif Court,
Gudalur.
E.A.No.1/2026 in E.P.No.9/2017
Fair Order.
dt.11.03.2026.**
