

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
PERAMBALUR, STATE OF TAMILNADU.

Present: Thiru.V.Padmanabhan, M.A., M.L., D.H.,
Principal District Judge.

Wednesday, this the 11th day of March, 2026.

O.S.No.15/2021
(Filing No.OS/129/2021)
(CNR No.TNPB01-000325-2021)

K. Kamaraj, 51/2021,
S/o. Karruppu Udayar.

... Plaintiff.

-Vs-

P. Akilandeswari, 75/2021,
W/o. Ponnusamy.

... Defendant.

This suit came before this Court on 03.03.2026 for final hearing in the presence of M/S.S. Subramanian, K. Thirunavukkarasu and S. Sucharitha, Advocates for the plaintiff and Thiruvallargal.E. Valluvan Nambi and P. Elamaiselvan, Advocates for the defendant; upon perusing the entire records of the case and after hearing the arguments on both side and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

The suit has been filed by the plaintiff Under Order VII Rules 1 to 14 and Section 26 of C.P.C to grant the relief of specific performance of the suit sale agreement, dated 18.08.2020 directing the defendant to receive the balance sale consideration from the plaintiff and execute and register a sale deed in his favour with regard to the suit properties within a stipulated time limit and deliver possession of the suit properties to the plaintiff and in the event of the defendant failing to do so,

granting liberty to the plaintiff to get the same done through the process of this Court.

(ii) to grant the relief of permanent prohibitory injunction against the defendant restraining her from alienating the suit properties to anybody else excepting the plaintiff on the basis of the suit sale agreement, dated 18.02.2020;

(iii) Alternatively directing the defendant to refund of the advance money of Rs.15,00,000/- with interest @ 36% p.a. to the plaintiff if for any reason this Court declines the main relief of specific performance to the plaintiff and also costs of the suit.

2. The averments made in the plaint are brief as follows:-

The defendant is the absolute and lawful owner of the land comprised in Patta No.1413 and in S.No.283/3B measuring an extent of 0.34.00 Hectares in Thuraimangalam Village, Perambalur Taluk and District and the lands comprised in 239/98 (Patta No.361) measuring 0.48.50 Hec. in Sengunam Village. The defendant agreed to sell the suit properties to the plaintiff for a sale consideration of Rs.4,10,00,000/- and the defendant received a sum of Rs.15,00,000/- as advance and they entered into a sale agreement on 18.08.2020. The balance sale consideration to be paid by the plaintiff to the defendant on or before 17.02.2021 and thus, the sale is to be completed by execution and registration of a sale deed by the defendant in favour of the plaintiff.

The plaintiff is ready and willing to perform his part of the contract. During the 2nd week of December,2020, he approached the defendant along with village elders of Sithali and requested her to fix a date for receiving the balance sale consideration and completing the sale in his favour. The defendant assured to intimate him at the earliest date for completion of sale. Since, he did not have any response from the defendant about completion of sale till the last week of December 2020, thereafter, he again met the defendant in person during the 1st week of January 2021 and insisted

on stipulating a date for the completion of sale for which the defendant gave some evasive reply and postponed the same under some pretext. This developed some genuine and bonafide suspicion in the mind of the plaintiff that the defendant is postponing the completion of sale with some ulterior motives and with the malafide intention of selling the said properties to some other persons at the instigation of some vested interests. The defendant cannot sell the said properties to anyone else than the plaintiff in view of the contractual obligations cast on the defendant by the above said valid, lawful and legally enforceable agreement of sale. The defendant is bound by the terms contained in the sale agreement. The defendant has no right in law and on facts to contravene the same or act in breach of it.

The plaintiff has issued a legal notice dated 12.01.2021 to place on record his bonafide and genuine readiness and willingness to pay the balance sale consideration to the defendant and complete the sale in his favour. In the legal notice itself he has intimated the defendant that he would be waiting for the defendant in the Sub Registrar's Office at Vaalikandapuram, Veppanthattai Taluk, Perambalur District on 25.01.2021 (Monday) during working hours with the balance sale consideration for the completion of sale at his expense. The defendant has been served with the said legal notice on 21.01.2021 through her security personnel by name Thirugnanam. Thus, the defendant is fully aware of the contents of the legal notice. In accordance with the undertaking given in his legal notice, he was physically present at the Sub Registrar's Office at Vaalikandapuram on 25.01.2021 with balance sale consideration from 10.00 a.m., to 5.00 p.m. But, the defendant did not come there. The failure on the part of the defendant to receive the balance sale consideration and complete the sale in favour of the plaintiff is absolutely illegal and improper. Thereafter, he came to know that the defendant is trying to sell the suit properties to somebody else at the instigation of some persons inimically disposed towards and envious of the plaintiff. The attempts of the defendant to do so is thoroughly illegal and unfair. He would suffer great hardship and irreparable loss if the defendant resorts to such illegal

transactions to the detriment of the legitimate rights of him over the suit properties. Hence, the suit.

3. Brief averments of written statement filed by the defendant are as follows:-

The defendant never executed any sale agreement in favour of the plaintiff either on 18.08.2020 or on any other date in respect of suit properties. The alleged suit sale agreement is nothing but a product of rank forgery. The suit properties situated near Perambalur Municipal Town. The market value of the suit properties are increasing day by day. The neighboring villagers namely from Kavulpalayam, Chithali, Thuraimangalam and Perambalur have been requesting the defendant to sell the suit properties to them for different prices according to their capacities. But the suit properties are worth more than 10 Crores. The plaintiff is one among the persons who have been requesting the defendant to sell the suit properties to them.

In fact the plaintiff has been requesting the defendant to sell the suit properties to him for a very low price of 4 Crores for which the defendant has bluntly refused chagrined at this it seems the plaintiff has manufactured a false document styled as sale agreement dated 18.08.2020 in respect of suit properties by forging the signature of the defendant with the help of his close relative i.e., co-brother Sampath, S/o. Venkatachalam of Neduvasal village with ulterior dishonest intention to grab the suit properties, unlawfully for a small amount. In fact neither the defendant nor one Thirugnanam, S/o. Pitchai signed in the alleged sale agreement dated 18.08.2020. The alleged suit sale agreement dated 18.08.2020 is invalid, void, unenforceable and non-est in eye of law. The same cannot convey any right to the plaintiff in respect of the suit properties. Further, any sale agreement in respect of immovable property is to be compulsorily registered Under Section 17 (1A) of Registration Act 1908 as amended in the year 2012. For this reason also, this suit is not maintainable and not to have been even numbered. The non registration of alleged invalid sale agreement dated 18.08.2020 is sufficient proof in respect of the alleged suit invalid sale

agreement is nothing but a product of rank forgery. The attestation of Notary in the invalid sale agreement is not valid under law and the Notary has not affixed his signature in the invalid sale agreement in accordance with the law of attestation.

The suit invalid sale agreement is manufactured by the plaintiff by forgery for the purpose of pressurizing and blackmailing the defendant who is an old lady to get the suit properties for a low price. The plaintiff never demanded the defendant to execute sale deed in favour of him either in person or through lawyer notice as mentioned in the plaint. In fact the defendant is not in receipt of any notice from the plaintiff's side. Further, the said Thirugnanam has also not in receipt of any lawyer notice from the plaintiff as mentioned in the plaint under law any proposed purchaser of any property through sale agreement should deposit the balance of sale consideration in the Court at the time of filing of the suit by getting challan from the Court and by depositing the balance of sale consideration in the Bank in Courts Account to prove his readiness and willingness to perform his part of contract. In fact the plaintiff could not deposit the alleged balance of sale consideration of Rs.3 Crores and 95 Lakhs in the Court on the date of filing of suit itself and also subsequently without prejudice to the rights and contentions of this defendant the plaintiff does not possess money to deposit the same into Court on the date of filing of suit and the allegations in the plaint regarding his readiness and willingness to perform his part of contract is nothing but a false and imaginary story. The above conduct of the plaintiff would amply prove that the ulterior intention of the plaintiff to create the suit invalid sale agreement by forgery is to blackmail and pressurize the defendant to grab the suit properties for a very low price.

The suit sale agreement is not a true one and has no force of law. As stated above, this defendant never executed the suit sale agreement dated 18.08.2020 in favour of the plaintiff. The said Thirugnanam never attested the invalid sale agreement dated 18.08.2020 and his signature in the sale agreement dated 18.08.2020 is also a product of forgery. This defendant is taking steps to launch legal action

against the plaintiff for the offence of forgery committed by her and her co-brother. The defendant is not liable to execute any sale deed in favour of the plaintiff in respect of suit properties. There is no cause of action for the suit and the cause of action alleged is false and imaginary. Hence, the suit may be dismissed with cost.

4. In the light of the above said pleadings, the following issues were framed by this Court.

1. Whether the plaintiff is entitled to specific performance of suit sale agreement dated 18.08.2020 as prayed for?

2. Whether the plaintiff is entitled to the relief of permanent injunction as prayed for?

3. Whether the plaintiff is entitled to alternate relief of refund of advance amount paid under sale agreement?

4. To what relief the plaintiff is entitled to?

Additional issues framed on 27.03.2024:-

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

2. Whether the suit sale agreement is a forged document?

Additional issues framed on 06.02.2026 :-

3. Whether the defendant agreed to sale the suit properties to the plaintiff for a sale consideration of Rs.4,10,00,000/- on 18.08.2020 and received a sum of Rs.15,00,000/- as advance amount and executed suit sale agreement on the same day?

4. Whether the plaintiff was always willing and ready to perform his part of contract?

5. On the side of plaintiff, Pw1 and Pw2 were examined and Ex.A1 to A7 were marked. On the side of defendant, Dw1 and Dw2 were examined and Ex.B1 to B3 were marked.

6. Heard Both sides. Records perused.

Additional Issue No.3 :

7. Admittedly, the suit properties belongs to the defendant and she is a widow. The defendant's brother is Dw2. The defendant, Dw2 and his wife are residing under the same roof. The defendant as a plaintiff filed a suit in O.S.No.587/2012 and O.S.No.596/2012 in the file of Principal District Munsif Court, Perambalur for declaration and permanent injunction and the said suit was decreed on 27.04.2019 in favour of the defendant. In the said suit, Pw2 has given evidence in support of this defendant as Dw2.

8. The plaintiff's case is that the defendant is the owner of the suit schedule properties. The defendant offered to sell the suit properties to the plaintiff and the plaintiff agreed to purchase it for a total sale consideration of Rs.4,10,00,000/- by entering into Ex.A6 unregistered sale agreement on 18.08.2020 and the defendant received an advance amount of Rs.15,00,000/-. As per the agreement, the sale deed has to be completed on or before 17.02.2021. The defendant assured to inform the earliest date for execution of sale. Thereafter, the defendant did not come forward to execute the sale deed. In the months of December, 2020 and January 2021, the plaintiff met the defendant along with village elders and insisted to complete the transaction. But, the defendant has not ready to execute the sale deed. Thereafter, on 12.01.2021 the plaintiff issued Ex.A1 legal notice and informed that he would be waiting for the defendant in the Sub-Registrar's Office in Valikandapuram on 25.01.2021 for completion of sale. Despite notice has been served through Dw2, after knowing the facts, the defendant did not come forward to receive the balance sale consideration and to execute the sale deed in the Sub-Registrar Office on 25.01.2021. The plaintiff was ready and willing to perform his part of contract.

9. Resisting the plaintiff's case, the defendant contended that Ex.A6 sale agreement is a forged document and signature of the defendant and Dw2 were forged

by the plaintiff. The value of the properties is not Rs.4,10,00,000/- and its actual value is more than Rs.10 crores. The plaintiff approached the defendant to purchase the properties for the lowest price for which the defendant refused. Hence, he created the suit sale agreement. The plaintiff was not ready and willing to perform his part.

10. Based on the above pleadings, this Court framed appropriate issues. In order to prove the case, the plaintiff examined himself as Pw1 and one attesting witness to the suit sale agreement as Pw2. On the side of defendant, she was examined as Dw1 and her brother as Dw2. Now, this Court has to appreciate the oral evidence along with documents produced on both sides.

11. In the light of plaint averments, the Pw1 has testified that on 18.08.2020 the plaintiff and the defendant entered into sale agreement by which she agreed to sell the properties for sale consideration of Rs.4,10,00,000/- and the defendant received Rs.15,00,000/- as advance and agreed to execute the sale deed on or before 17.02.2021. The evidence of Pw1 in respect of execution of suit sale agreement is quite natural and believable one. The Pw2 is the attesting witness to the Ex.A6 suit sale agreement. He has specifically spoken about the execution of sale agreement by the defendant in favour of the plaintiff and he also stands as witness to the said Ex.A6 sale agreement. His evidence is credible and gives face lift to the plaintiff's case.

12. The Pw2 has specifically stated that in the suit sale agreement, the Dw2 also put his signature as witness. Pw1's testimony would reveals that Ex.A6 suit sale agreement has proved the plaintiff's case without any speck of doubts and such evidence has been fortified by Pw2's supporting evidence. Admittedly, in the suit filed by the defendant in the file of Principal District Munsif Court, Perambalur in O.S.No.587/2012 and O.S.No.596/2012 for declaration and permanent injunction, the

Pw2 has given evidence in support of this defendant. That be the case, no any specific motive or reason is projected on defendant's side for giving evidence about the execution of suit sale deed by the Pw2 on plaintiff's side as witness. Thus, the evidence of Pw1 and Pw2 coupled with the contents of Ex.A6 suit sale agreement would prove that the suit sale agreement was executed by the defendant in favour of the plaintiff. Coming to the defence version, the defendant failed to put forth a tangible version to overcome the plaintiff's evidence.

13. In the written statement as well as in their evidence, both Dw1 and Dw2 have specifically stated that the suit sale agreement is a forged one and they did not put their signatures in the said sale agreement. The defendant raised a specific plea that Ex.A6 suit sale agreement was forged one and duties cast upon the plaintiff to prove the execution of sale agreement through handwriting expert and the plaintiff failed to send the sale agreement to handwriting expert to compare the admitted signatures of the both Dw1 and Dw2 with the signatures found in Ex.A6 suit sale agreement. In this regard, the learned counsel appearing for the defendant relied upon our Hon'ble High Court's judgment reported in *Valliyathal and others Vs. P.P.Sakthivel (A.S.No.342 of 2015, dated 23.06.2022)* case. Our Hon'ble High Court held as follows:

22. It is in this context the categorical pleading of the defendants that the suit agreement Ex.A1 and the endorsement Ex.A2 are forged becomes critical. The findings of the Trial Court that the defendants should have referred the document for examination by the handwriting expert is erroneous in law. As rightly contended by the learned counsel for the appellant, the Honourable Supreme Court of India in the Judgment *Thiruvengadam Pillai Vs. Navneethammal and another*²⁴ has held in paragraph No.19 as follows:-

“19.The trial court had analysed 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 the plaintiff came to court alleging that the first defendant had executed an agreement of sale in his 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. The issues also placed the burden on the plaintiff to prove the document to be true. No doubt, the plaintiff attempted to discharge his burden by examining himself as also scribe and one of the attesting witnesses. But the various circumstances enumerated by the trial court and the High Court referred to earlier, when taken together, rightly create a doubt about the genuineness of the agreement and dislodge the effect of the evidence of PWs 1 to 3. We are therefore of the view that the decision of the High Court, reversing the decision of the first appellate court, does not call for Interference.” (emphasis supplied).

26. In view of our finding for the question No.1 that the very agreement itself is unbelievable, the plaintiff having miserably failed to prove the agreement and the endorsement, there is no further question of considering the everyday readiness and willingness, prompt issue of pre-suit notice,

and the timing of the filing of the suit and the deposit of money etc. In this case, as we have already held that the plaintiff has even failed to prove the Ex.A1/ suit agreement and Ex.A2/ suit endorsement answering of this issue becomes superfluous and academic. We, therefore, reverse the finding of the Trial Court holding by us that the plaintiff utterly failed to show that the plaintiff was always ready and willing to perform his part of the contract on the premise that the transaction itself has not been proved.

14. Further, the learned counsel appearing for the defendant also contended that Ex.A1 notice was not served to the defendant. During trial, the defendant and Dw2 have rejected the plaintiff's case outrightly. From the evidence, it is seen that Dw2 is not only brother of defendant but, he has been conducting the case on behalf of his sister. Fact remains that the Ex.A1 legal notice was sent defendant's address and the same was served on Dw2. The acknowledgment card is marked as Ex.A2 on plaintiff's side. As per Ex.A5 track consignment record of postal department, it is seen that the notice was served upon the Dw2. However, during trial, the Dw2 denied his signature put on the acknowledgment card. It is not in dispute that Ex.A1 legal notice was sent to defendant's address where her brother namely Dw2 and his wife are residing in the same address. In this circumstances, the learned counsel for the defendant drawn the attention of the court to the decision reported in R. Leela Ammal Vs. V. Gopal (A.S.No.292 of 2011, dated 06.06.2017) case.

“ 21. On the contrary, the learned counsel for the plaintiff/respondent herein would contend that the plaintiff has proved the service of letter dated 05.05.2008, Ex.A-2 by producing the postal receipt, Ex.A-3. In this context, the learned counsel for the plaintiff/respondent relied on the decision in the case of ([Amrutlal Weljibhai Rathod vs. Vishwasrao Deorao Patil](#)) reported in 1990 Mh.L.J. Page No.72 wherein it was held as follows:-

Once a letter is posted the fact likely to happen is that the letter must have reached the addressee. With the address being correct, the presumption is available that the letter must have reached the addressee in the normal course once the fact of posting of the letter was proved by the certificate of posting. The presumption available under [Section 114](#) of Indian Evidence Act is also available to the effect that the letter must have reached the addressee in due course. The presumption must be stretched to its logical extent and the court would be justified in presuming that the letter once posted must have reached the addressee. A mere denial is not potent enough to rebut the presumption.

22. By inviting the attention of this Court to [the above decision](#), the learned counsel for the plaintiff/respondent would contend that the notice dated 05.05.2008, Ex.A-2 was posted by certificate of posting and the receipt for having sent the same was also produced under Ex.A-3 and therefore, the presumption is that the letter must have reached the defendant. The learned counsel for the plaintiff/respondent also placed reliance on [Section 114 \(f\)](#) and (g) of the [Indian Evidence Act](#), which reads as follows:-

[Section 114-](#) The Court may presume the existence of any fact which it thinks likely to have happened, regard being had to the common course of nature even, human contact and public and private business, in their relation to the facts of the particular case.

The Court may presume-

114 (f) That the common course of business has been followed in particular cases

114 (g) That evidence which could be and is not produced would, if produced, be unfavourable to the person who withholds it.

23. Applying the above provision of law to the facts of this case, it is evident that presumption of service of notice is raised in favour of the plaintiff/respondent and it is for the appellant to rebut the same. But, in the present case, we hold that the defendant/appellant has miserably failed to rebut such presumption. On the other hand, the evidence on record shows, particularly Ex.A4, notice dated 05.05.2008 sent by the defendant through her lawyer that it was in fact sent only on 07.05.2008 i.e., subsequent to Ex.A-2, letter dated 05.05.2008 sent by the plaintiff by certificate of posting. In this context, it would be appropriate to extract the evidence of DW1 which reads as follows:-

Kjy; rhl;rpapy; brhd;d r';fjpfis V4y; brhy;ytpy;iy/ th/rh/M/4. 5?k; njjp ,l;L 7?k njjp mDg;gg;gl;L 8?k; njjp bgwg;gl;lj vd;why; vdf;F bjhpahJ/ njjpfis kiwg;gjw;fhf ngh!;ly; urPJ kw;Wk; xg;g[jy; ml;ila[k; kiwj;J tpl;nlhk; vd;why; rhpay;;y/ vd;dhy; mDg;gg;gl;l nehl;O!; rj;Jthr;rhhp m";ry; epiyaj;jpy; 7/5/08 md;W fhiy 10/36 kzpf;F mDg;gg;gl;lj vd;W brhd;dhy; rhpjhd;/

24. Thus, it is evident that only after receipt of letter dated 05.05.2008, Ex.A-2 sent by the plaintiff/respondent under certificate of posting, the defendant sent the notice dated 05.05.2008, Ex.A-4 through her lawyer. For the reasons best known, the defendant did not mark the postal receipt for having allegedly sent the notice dated 05.05.2008, Ex.A-4 on that date. Accordingly, we answer point No.2 against the defendant/appellant and in favour of the plaintiff/respondent holding that Ex.A-2 is not a concocted document and it was served on the defendant even before she sent the notice dated 05.05.2008 under Ex.A-4”.

This legal position is applicable to the facts of the case in hand. As already discussed, this court arrives a finding that the Ex.A1 notice was duly served.

15. As per the plaintiff's case, the suit sale agreement was executed in the presence of two witnesses. Of them, Dw2 is one of the witness who is none other than the brother of the defendant. Another witness also is close relative to the defendant and Dw2. As already indicated, the Pw2 has given specific evidence that suit sale agreement was executed on 18.08.2020. His evidence supports the plaintiff's evidence. In other words, he has given meaningful evidence. It is relevant to indicate that Pw2 had given supporting evidence to this defendant during trial of O.S.No.587/2012 and O.S.No.596/2012 cases proceedings. But, in this case, he has given evidence in favour of the plaintiff. During cross examination, the defendant could not put forth any tangible defence to create doubt on Pw2's evidence.

16. Apart from that, it is also seen that the court summons issued through registered post to the defendant for her appearance of first hearing of this case was received by Dw2's wife who is residing in the same address. Further, it is seen that suit summon of this defendant was received by the Dw2. During cross examination, the Dw2 has admitted that he has accompanied with the defendant in the trial proceedings of the case. From these evidence, it is seen that Dw2 is not only own brother of defendant but also he seems to have conducted the case on behalf of his sister. Facts remains that Ex.A1 legal notice was send to defendant's address and the same was served on the Dw2. Admittedly, Dw2, his wife and defendant are residing in same house. Thus, it is clear that whenever any court proceedings by way of summons or notice and lawyer notice were issued to the defendant, both Dw2 and his wife are in the habit of receiving the same which was sent to defendant. In these circumstances, Dw2 is highly interested witness. Hence, his evidence has to be scrutinized cautiously.

17. In this context, he denied his signature found in Ex.A2 postal acknowledgment card and sale agreement. Surprisingly, during trial also, the Dw2 denied his signature

found in his proof affidavit itself. In the same fashion, from the witness box the defendant also went on to say that the signature found in her written statement not belongs to her. Thus, both the Dw1 and Dw2's testimony show that only with an intention to reject the plaintiff's claim, they went to the extend of denying their own signatures found in records filed before the court. In this context, their evidence lacks credibility. A perusal of Ex.B3 common judgment delivered in O.S.No.587/2012 and O.S.No.597/2012, it is seen that the Pw2 has given evidence in support of this defendant's case and also this case Dw2 examined as Dw3 in that case. Surprisingly, in this case, during cross examination, the Dw2 went on to say that he did not know whether Pw2 was examined on the side of the defendant in Ex.B3 case. On that score also, his evidence lacks confidence in the minds of the Court. Thus, from the beginning both the defendant and his brother namely Dw2 not only denied their signatures but put forth bald allegations as if suit sale agreement was forged one.

18. According to the defendant, the suit properties are worth about more than Rs.10 Crores and with an intention to grab the properties, both the Pw1 and Pw2 created forged Ex.A6 suit sale agreement. This argument has no force at all. Infact, they kept silence for 5 years and they did not take any legal action in this regard. Admittedly, no police complaint was lodged. Further, no any civil case was filed in this regard by the defendant. This deep silence would go to show that their forgery defence is after thought one.

19. In this regard, the learned counsel appearing for the plaintiff by relied upon the judgments reported in 1. Mrs.Lakshmi(deceased) and others Vs. M/s.Unique Industrial Handlers(P) Ltd (2018 MLJ 815) and 2. Xavier(died) and others Vs. Rathinam(died) and others(S.A.(MD)No.14 of 2017 dated 27.09.2024 cases. The following paras are opposite:-

In the first case it was held;

28. Furthermore, no reply was sent to the legal notices (Ex.A.3 & Ex.A.6 dated 29.09.2007 & 28.04.2008), in which the plaintiff called upon the defendants to execute the sale deed by receiving the balance sale consideration. Except making bald allegation that the plaintiff has committed fraud/forgery, no details/particulars as required under Order VI Rule 4 of CPC have been adduced by the defendants in support of their defence. In this regard, a reference could be placed in the decision reported in AIR 1951 SC 280 [Bishundeo narain and another Vs. Seogeni Rai and Jagernath], wherein the Hon'ble Supreme Court has held as follows:-

"It is also to be observed that no proper particulars have been furnished. Now if there is one rule which is better established than any other, it is that in cases of fraud, undue influence and coercion, the parties pleading it must set forth full particulars and the case can only be decided on the particulars as laid. There can be no departure from them in evidence. General allegations are insufficient even to amount to an averment of fraud of which any court ought to take notice however strong the language in which they are couched may be, and the same applies to undue influence and coercion."

In the instant also, except making bald allegations of fraud and forgery, the defendants have not adduced any particulars to support their defence. In the light of the above decisions cited supra and considering the evidence on record, it could be safely concluded that the Sale Agreement-Ex.A.2 is a genuine document and the defendants have failed to establish their plea of fraud/forgery.

In the second case it was held;

23. No doubt, as already pointed out, the defendant has denied the execution of the sale agreement and also disputed the signatures found

therein. As rightly contended by the learned counsel for the plaintiff, just because the defendant has disputed his signatures found in the sale agreement, that by itself does not cast any duty on the plaintiff to prove that the signatures in the disputed document are that of the defendant. When the plaintiff is able to prove the execution of the disputed document, then it is not necessary for the plaintiff to prove that the signatures found in the disputed document are that of the defendant. As already pointed out and as rightly observed by the appellate Judge, the plaintiff has proved the execution of Ex.A1 sale agreement and as such, the burden gets shifted to the defendant to prove that the disputed sale agreement was not executed by him and that the signatures found therein are not that of his signatures.

26. In the case on hand, as rightly pointed out by the learned counsel for the defendant, the learned first appellate Judge has not assigned any reasons for coming to a conclusion that the signatures of the defendant found in Ex.A1 and Ex.A4 are same. As already pointed out, since the plaintiff has proved the execution of the sale agreement, the question of the plaintiff taking steps to get expert opinion does not arise at all. But on the other hand, since the burden gets shifted to the defendant, the defendant should have taken steps to show that the signatures found in the sale agreement are not that of his signatures.

In the light of discussions already made, this Court feels that the principles laid down in the said cases are squarely applicable to the facts of the case and non sending of suit sale agreement to the expert opinion is no way affect the plaintiff's case. Further, as per Section 73 of Evidence Act when the Court compares the signatures found in Ex.A6 with the admitted signatures of Dw1 and Dw2 found on the vakalath and written statement and proof affidavits, this Court comes to the conclusion that

both the signatures are to be the same. In the judgment relied upon on defendant's side, the Hon'ble High Court arrived a conclusion that the suit agreement itself is non believable and the said case plaintiff failed to prove the agreement. That be the case, this Court comes to the conclusion that the facts of the case law relied upon by the defendant are totally different.

20. The learned counsel appearing for the defendant during argument herein specifically contended that in Ex.A6 sale agreement, no details found as to who prepared the said document and it is seen that one notary public advocate at Perambalur signed as witness, whereas according to Pw1 and Pw2, the same was signed at Pw1's residence. Further, he pinpointed that in Pw1 and Pw2's evidence there is a different in time on the particular date in respect of execution of document. This argument has no force at all. A perusal of entire evidence of both Pw1 and Pw2 would go to show that stamp paper for the Ex.A6 suit sale agreement was purchased by the plaintiff at Perambalur and it was also prepared at Perambalur. The minor discrepancies in respect of time would not affect their testimony since they have given evidence in respect of execution of sale agreement after elapse of 5 years. Further, no any question or suggestion put forth before the Pw1 and Pw2 in respect of signature of notary public advocate. In this case, the defendant examined one of the witness to the sale agreement as Dw2. But, she did not take any steps to examine the said notary public advocate. As already indicated, the plaintiff proved the factum of execution of suit sale agreement. That be the case, non examination of notary public on plaintiff's side is not fatal to his case. Considering all these circumstances, this Court is not in a position to give much importance to the minor infirmities pinpointed on defendant's side and thereby it do not affect the genuineness of Ex.A6 suit sale agreement.

21. Considering the above discussions and in the interest of justice, this Court comes to the conclusion that the defendant agreed to sell the suit properties for a sale consideration of Rs.4,10,00,000/- and executed the suit sale agreement Ex.A6 on 18.08.2020 and also received Rs.15,00,000/- from plaintiff and thus, this additional issue no.3 is answered accordingly.

Additional Issue No.4:

22. In a suit for specific performance, it is for the plaintiff to plead and prove his readiness and willingness to perform his part of the contract. In so far as readiness is concerned, it refers to the financial capacity of the plaintiff and insofar as willingness is concerned, it refers to the conduct of the plaintiff in seeking for specific performance. The Hon'ble Apex Court was pleased to opine that readiness should be backed by willingness.

23. The learned counsel appearing for the defendant by relying the judgments our Hon'ble High Court reported in *U.Venkatesan vs. Susila and ors. (2024 (1) MWN (Civil) 77) and R.Jegadeesh vs. M.Amutha and 3 others (2023 (3) MWN (Civil) 465)* cases submitted that the plaintiff has not established his readiness and willingness to perform his part of agreement It is useful to refer to the following paragraphs from the said judgments:

2024 (1) MWN (Civil) 77
IN THE HIGH COURT OF MADRAS
U.Venkatesan vs. Susila and ors.

“ Para 43, The plaintiff/appellant has paid just Rs.2 lakhs, which is just the amount equivalent to 1/15th of the total consideration. In case a decree is granted for specific performance that will result in unjust enrichment by appellant at the cost and irreparable loss to defendants, who had never received amount. It is to be noted that the plaintiff's counsel has referred to the conduct of defendants in denying the

genuineness of the Agreement- Ex.A1. It is true that the defendants have taken a stand disputing genuineness of the Agreement and contended that the Agreement was executed in connection with the loan transaction, the plaintiff/appellant had with the 4th defendant. The conduct of defendants or plaintiff in a suit for specific performance may be relevant for the purpose of exercising the discretion whether to grant equitable relief or not. When the plaintiff has failed to prove his readiness and willingness to perform his part of contract in terms of the Agreement, he cannot get relief by referring to the conduct of the defendants. Since this Court has held that the plaintiff/appellant was never ready and willing to perform his part of contract, this Court cannot grant the equitable relief in favour of appellant/plaintiff. Hence, points [C] and [E] are answered in negative as against the appellant/plaintiff.”

2023 (3) MWN (Civil) 465

IN THE HIGH COURT OF MADRAS

R.Jegadeesh vs. M.Amutha and 3 others

“13. In a suit for specific performance, de hors, the stand that may be taken by the defendant, it is necessary for the plaintiff to establish and prove "readiness and willingness" on his part. In other words, the plaintiff has to independently show that he was always ready and willing to perform all the contractual obligations that remained to be fulfilled follow on his part, under the agreement of sale.

14. Admittedly, in the present case, though the defendants denied the agreement of sale on the ground that it was only a loan transaction, the trial Court has found that a different case cannot be set up and held that ExA1 was only an agreement of sale.

15. Now, the law is well settled by the Hon'ble Supreme Court as well as this Court that in a suit for specific performance, the relief being equitable and discretionary, it is necessary for a plaintiff, who approaches the Court, to prove that he was always ready and willing to perform the unfulfilled

contractual obligations, that are cast upon him. Here, the plaintiff was obliged to show his readiness and willingness to pay the balance consideration of Rs.10,00,000/- (Rupees Ten Lakhs only). Expecting two notices issued by the plaintiff, calling upon the defendants to come forward to execute the sale deed, the plaintiff has not produced any iota of evidence to show that he was ready with the balance consideration. The dates, as already set out herein above are also crucial to decide the "readiness and willingness" on the part of the plaintiff. Though it is the specific case of the plaintiff that the first defendant and her husband-Manavalan, evaded to execute the sale deed, the plaintiff was constrained to issue a lawyer's notice on 03.09.2014. Even despite receipt of the said notice, it is seen that the defendants did not come forward to execute the sale deed and the plaintiff did nothing until 25.01.2015, when he issued another lawyer's notice, which was after the death of the first defendant's husband - Manavalan. The first lawyer's notice itself came to be issued after the expiry of the six months period contemplated for completion of the sale consideration. Though the second notice was issued on 25.01.2015, calling upon the defendants to register the sale deed within 15 days, even thereafter, the plaintiff did not take any action and chose to file the suit only on 12.06.2015, after a lapse of nearly 6 months. The sale transaction, even according to the plaintiff, ought to have been concluded by June - 2014. Even before the trial Court, the plaintiff has not adduced documentary evidence to satisfy the Court that he was possessed of the remaining balance sale consideration of Rs.10,00,000/- (Rupees Ten Lakhs only) and "readiness and willingness" on his part to complete the transaction.

16. The mandate of Section 16 (c) of the Specific Relief Act, 1963, has to be met by the plaintiff before entitling himself, to a decree for specific

performance. In the instant case, the plaintiff has neither proved that he was ready nor that he was willing to conclude the sale transaction, as agreed to between the parties. The plaintiff cannot attempt to draw strength from the fact that the defendants denied the agreement of sale and that they failed in such attempt. In a suit of this nature, the relief being not only discretionary, but also equitable, the plaintiff has to independently discharge the burden of proof relating to readiness and willingness on his part.”

24. In the light of principles laid down in the decisions delivered by our Hon'ble High Court, this Court has to find out whether the plaintiff was always ready and willing to perform his part of contract.

25. Here, the suit sale agreement dated 18.08.2020 is marked as Ex.A6. From perusal of contents of Ex.A6 suit sale agreement, it reveals that both plaintiff and defendant agreed to perform the contract within 6 months i.e. on or before 17.02.2021. As per the terms of agreement, the balance sale consideration should be paid within 6 months and the defendant has to execute the sale deed. In fact, the plaintiff did not produce any legally acceptable oral or documentary evidence to show that he was always ready and willing to perform his part within 6 months i.e. on or before 17.02.2021.

26. In the plaint as well as in the proof affidavit, the Pw1 has specifically stated that from the date of sale agreement, he has been always ready and willing to perform his part and in the second week of December, 2020 he approached the defendant along with village elders and requested the defendant to fix a date for receiving the balance sale consideration and complete the sale and the defendant assured to intimate him earliest date. But, the defendant did not respond it. Further, the plaintiff

says that in the last week of December, 2020 and January, 2021 again he met the defendant and insisted the date for completion of sale deed. However, the plaintiff did not furnish any details as to who are all that village elders and with whom he met the defendant. Admittedly, he has not examined any one of the village elders to prove the said fact. Even according to the plaintiff, from the second week of December, 2020, the defendant was evading to execute the sale deed. But, he did not take any legal action in this regard. In other words, he did not approach the Court immediately. Further, according to him, he issued Ex.A1 notice by stating that he would be waiting for the defendant in the Sub-Registrar's Office at Valikandapuram on 25.01.2021 in the working hours for the completion of sale but, the defendant did not turn up. According to the plaintiff, he has to pay the balance sale consideration of Rs.3,95,00,000/- on the date of sale. To prove his financial capacity, he has not produced any legally acceptable documents. During trial, he filed the offer letter of the bank as Ex.A3 which was dated 26.03.2024. In other words, he obtained this offer letter after 25.01.2021. Thus, he has failed to prove his financial capacity and also his readiness and willingness to complete the sale transaction as pleaded by him.

27. It is relevant here to refer very recent judgment of our Hon'ble High Court reported in Dr.D. Murugan Vs. G. Vijayan and Others (A.S.No.820 of 2015 & M.P.No.1 of 2015, dated 05.01.2026 (2026 (1) CTC 594) case. Our Hon'ble High Court held that,

15. The relief of Specific Performance, being an equitable relief, a person who seeks equity before the Court, has to show that he was always ready and willing to perform his part of the Contract from the very inception of the Contract. Readiness and willingness is a continuous process. Readiness virtually means the capacity to raise funds and willingness is the mental attitude. Unless these twin conditions are satisfied and established and the Plaintiff exhibits both the conditions throughout, i.e., from the date

of agreement till the agreement culminates into sake, the Court will not normally enforce such Contract. Mere plea that the Plaintiff is always ready and willing, will not actually prove his readiness or willingness. The Plaintiff, in fact, has to establish his capacity to pay the remaining Sale consideration from the very inception till the Sale Deed is executed. Similarly, the mental attitude to perform his part of the Contract also has to be exhibited by the Plaintiff from the very beginning. However, in the present case, to show that the Plaintiff was always ready and willing, no material, whatsoever, placed on record. No evidence is placed by the Plaintiff to show that he had ready cash in his hands to pay the remaining Sale consideration, nor any bank passbook or documents, whatsoever, filed to show that he always had the capacity to raise the remaining funds.

The principle laid down in the case is applicable to the facts of this case.

28. From the perusal of records, it reveals that the plaintiff filed the suit only on 03.03.2021. This would clearly shows that plaintiff was not ready and willing to perform his part even according to his attitude. In this way, the plaintiff miserably failed to prove his readiness and willingness to perform the part of the contract. That be the case, this Court comes to the conclusion that plaintiff is not entitled discretionary relief of specific performance relief.

29. Considering the above circumstances and the interest of justice, this court comes to the conclusion that the plaintiff is not entitled to the specific performance relief and only entitled to alternative relief and thereby the plaintiff is entitled to receive Rs.15,00,000/- from the defendant with interest and also with proportionate costs and thus, this additional issue no.4 is answered accordingly.

Issue Nos. 1 to 3 and Additional Issue Nos.1 and 2:-

30. In view of the findings given to the additional Issue Nos.3 and 4, this Court further holds that there is no need to discuss these issues elaborately and the plaintiff is entitled only for alternative relief and thus the issue no.1 to 3 and additional issue No.1 and 2 are hereby answered accordingly.

Issue No.4:-

31. Considering the facts and circumstances of the case, it is decided that the plaintiff is not entitled to any other relief and thus, this issue is answered accordingly.

32. In the result, the suit is dismissed in respect of the Specific Performance relief and permanent injunction relief. At the same time, the plaintiff is entitled to alternative relief and the same is decreed with proportionate cost and to direct the defendant to pay a sum of Rs.15,00,000/- to the plaintiff with subsequent interest at the rate of 9% p.a. from the date of sale agreement to decree and thereafter at 6% till the date of realisation.

Dictated to the Executive Assistant, transcribed and typed by her, corrected and pronounced by me in open Court, this the 11th day of March, 2026.

Principal District Judge,
Perambalur.

ANNEXURE:

I. Plaintiffs' side witnesses:

| | | |
|---|-----|--------------|
| 1 | Pw1 | Mr. Kamaraj. |
| 2 | Pw2 | Mr. Sambath. |

II. Plaintiffs' side Documents:

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|---|-------|---|
| 1 | Ex.A1 | Legal Notice along with Postal Receipt, dated 12.01.2021. |
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| 2 | Ex.A2 | Acknowledgment Card. |
| 3 | Ex.A3 | Offer Letter, dated 26.03.2024 issued by Union Bank of India, Perambalur. |
| 4 | Ex.A4 | Photostat copy of Sub-Registrar's Office Certified copy of Sale Deed, dated 25.01.2021 executed by one Palaniyammal in favour of one Pitchiapillai. |
| 5 | Ex.A5 | Track Consignment. |
| 6 | Ex.A6 | Sale Agreement, dated 18.08.2020 entered between the plaintiff and the defendant. |
| 7 | Ex.A7 | Photostat copy of Common Judgment in O.S.No.587/2012 and O.S.No.596/2012 passed by the learned Principal District Munsif Court, Perambalur. |

III. Defendants' side witnesses:

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|---|-----|---------------------|
| 1 | Dw1 | Mrs. Akilandeswari. |
| 2 | Dw2 | Mr. Thirugnanam. |

IV. Defendants' side Documents:

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|---|-------|---|
| 1 | Ex.B1 | Certified copy of Decree in O.S.No.587/2012, dated 27.04.2019 passed by the learned Principal District Munsif Court, Perambalur. |
| 2 | Ex.B2 | Certified copy of Decree in O.S.No.596/2012, dated 27.04.2019 passed by the learned Principal District Munsif Court, Perambalur. |
| 3 | Ex.B3 | Certified copy of Common Judgment in O.S.No.587/2012 and O.S.No.596/2012 passed by the learned Principal District Munsif Court, Perambalur. |

Principal District Judge,
Perambalur.

PDJ Court,
Perambalur.

Fair/Draft Judgment
O.S.No.15/2021
D.D: 11.03.2026.