

**IN THE COURT OF THE II ADDITIONAL DISTRICT JUDGE
VELLORE @ RANIPET.**

**Present: Thiru. S.John Sundarlal Suresh, B.Sc.,M.L.,
II Additional District Judge,
Vellore @ Ranipet.**

Thursday, this the 9th day of March 2023

**O.S. No.20/2022
(CNR.No.TNVL120002302022)**

G. Jothilakshmi

..... Plaintiff

-Vs-

T. Kotteswaran

.....Defendant.

This suit is coming before me for final hearing on 23.02.2023 in the presence of Thiru.P.K.Sridhar and Thiru.D.Raja, Counsel for the Plaintiff and the defendant was called absent and set exparte and upon hearing the arguments of plaintiff's side and having stood over for consideration till this day, this court delivered the following....

JUDGMENT

The suit for specific performance, delivery of possession and with costs.

2. The contents of plaint filed by the plaintiff in brief as follows :

The defendant is the absolute owner of the suit property and the defendant purchased the suit property by the virtue registered sale deed dated 25.11.2005. The defendant and the plaintiff entered into sale amount receipt dated 21.10.2020 to sell the suit property in favour of plaintiff viz., two plots bearing Nos.138 and 139 and the said two plots contained 4519 Square feet and defendant fixed the amount is each square feet is Rs.650/- and the same was agreed by the plaintiff and then the total amount was fixed as Rs.29,37,350/- and a sum of Rs.5,00,000/- received by the defendant at that time of entering into the said sale amount receipt dated 21.10.2020 and the plaintiff will pay the balance sale consideration amount of Rs.24,37,350/-. The plaintiff paid the total amount of Rs.26,00,000/- and now the balance amount is Rs.3,37,350/- only. When plaintiff called defendant to receive the balance sale

consideration amount of Rs.3,37,350/- and to execute the sale deed in favour of the plaintiff and then defendant evaded to receive the balance sale consideration amount and defendant are not come forward to execute the sale deed in favour of plaintiff with her expenses and the same best known to defendant. The plaintiff issued a legal notice through her counsel on 14.03.2022 and the same was received by the defendant on 16.03.2022 and he issued the reply notice dated 18.03.2022 which contained that he is ready to execute the sale deed in favour of the plaintiff and then the plaintiff approached the defendant and then he kept quit. Hence, the suit.

3. On the side of plaintiff PW1 and PW2 were examined Ex.A1 to A4 were marked. But the defendant was called absent and set exparte.

4. The specific case of the plaintiff is that the sale agreement dated 21.10.2020 was entered between the plaintiff and defendant in respect of the suit property. But though the plaintiff is always ready and willing to get the sale deed from the defendant based on the sale agreement on paying the balance sale consideration, the defendant is not inclined to execute the sale deed. The plaintiff filed the proof affidavit in terms of the contents of the plaint and deposed evidence. Moreover the defendant in the reply legal notice under Ex.A4 dated 18.03.2022 admitted about the factum of execution of sale agreement dated 21.10.2020 between the plaintiff and defendant besides receipt of the part of the sale consideration. Under these circumstances on cumulative appraisal of the documents under Ex.A1 to Ex.A4 in the context of the evidence emerged on record it is clear that the plaintiff is always ready and willing to get the sale deed from the defendant based on the sale agreement and that suit is to be decreed.

In the result, this suit is decreed granting relief of specific performance and delivery of possession in favour of the plaintiff that the plaintiff should deposit the balance sale consideration of a sum of Rs.3,37,350/- within one month from today and on receipt of the said amount the defendant should execute the sale deed in favour of the plaintiff within 2 months from the date of deposit made by the plaintiff and with costs.

Dictated by me to the Steno-typist, transcribed and typed by her in computer, corrected and pronounced by me in the open Court, this, the 9th day of March 2023.

II Additional District Judge,
Vellore @ Ranipet.

Witnesses Examined on the side of the Plaintiff.

PW1 Tmt. Jothilakshmi

PW2 Tmt. Lavanya

Exhibits marked on the side of the Plaintiff

Ex.A1	21.10.2020	Receipt of sale agreement.
Ex.A2	14.03.2022	Legal Notice issued by the plaintiff to the defendant.
Ex.A3	----	Acknowledgment card.
Ex.A4	18.03.2022	Reply notice by the defendant to the plaintiff.

II ADJ.,
Vellore @ Ranipet.