

**IN THE COURT OF THE I ADDITIONAL DISTRICT JUDGE
RANIPET, RANIPET DISTRICT.**

Present: Thiru. A.BALAKRISHNAN, B.B.A., L.L.B.,
I Additional District Judge, Ranipet

Friday, this the 27th day of March 2026

O.S.No.37/2021

(CNR.No.TNRP01-000284-2021)

.....
Gayathri ... Plaintiff.

-Vs-

L. Ramani ...Defendant.

This suit is coming before me for final hearing on 23.03.2026 in the presence of Thiru.A.G.Selvaraaj, Advocate for the Plaintiff and Thiru.S.Manogaran, Advocate for the defendant and upon hearing the arguments of both side and having stood over for consideration till this day, this court delivered the following;-

JUDGMENT

The plaintiff has filed the suit for the relief of **Specific Performance** of Contract directing the defendant to execute the sale deed in favour of the plaintiff and for the relief of Permanent injunction and with cost.

I. Crux of the plaint averments is as follows :

The defendant is the owner of the schedule mentioned property. The defendant and the plaintiff have entered into a sale agreement on 03.02.2021. The total sale consideration is Rs.50,48,450.00 which was rounded off to Rs.50,50,000/- (Fifty Lakh Fifty Thousand Only). The defendant received a sum of Rs.50,00,000/- (Fifty Lakh Only) on the same day as advance towards the sale consideration amount. The remaining

amount of Rs.50,000/- was to be paid within 5 months. Since the original documents relating to the schedule mentioned properties were in the custody of bank and the defendant needed time of 5 months to get all the relevant documents before registration. The plaintiff was ready and willing to perform her part of contract to pay the balance sale consideration amount to the defendant and get the sale deed executed in her favour. But the defendant had been wantonly evading executing the sale deed and also unnecessarily scolded the plaintiff. Therefore, the plaintiff was forced to knock the doors of the police station. The defendant had also appeared before the police station and sought for some time to execute the sale deed. Even after that the defendant had failed to execute the sale deed in favour of the plaintiff. Therefore, the plaintiff had sent a legal notice to the defendant on 03.06.20-21, but she has not chosen to respond to the notice. The defendant is making arrangements to alienate the property to some third parties. Hence the suit is filed.

II. Nutshell of the Written statement filed by defendant in brief is as follows:-

The suit filed by the plaintiff for specific performance is not sustainable either in law or on facts. This defendant is not the absolute owner of the schedule mentioned property, but it is a Hindu Joint family property consisting of her and her children Raji, Logash and Sasi. Further the plaintiff is quite stranger to this defendant, she has neither seen her, nor have any sort of contact with her at any point of time. In fact this defendant had neither entered into any such sale agreement with the plaintiff, nor she received any single paise from her and never executed any such sale agreement in favour of the plaintiff at any point of time. Thus the said alleged sale agreement is not true or genuine one. The defendant learnt that her son Logash and the plaintiff's husband Udayan, working as teacher,

have some money transaction between them. Though this defendant's son Logash having settled the entire dues and there was some controversy regarding payment of interest, for which the plaintiff's husband Udayan gave a false written complaint, using by political power, only against this defendant's son Logash at Arcot Town Police on 28.03.2021 for recovery of balance interest amount due and not for the said agreement, since the alleged agreement was not in existence/created at that time. That the plaintiff's husband Udayan influenced the said police and the said police thereby compelled to sign this defendant and her son in two or three printed promissory notes on 29.03.2021, and thereafter released her son from police custody. Taking this opportunity, the plaintiff's husband being a govt. servant try to cheat the Government as well as this defendant, cunningly created a concocted document as such sale agreement by copying this defendant's signature from those two promotes and try to get illegal gain either the suit property or get huge amount unlawfully, rather amount to indirect robbery. So signatures' found in the alleged sale agreement is not that of this defendant's signature. The plaintiff being a house wife has no source of income to make such huge amount as advance amount and she has no capacity to purchase any such property of her own. However the plaintiff's husband with bad intention to recover interest amount due by this defendant's son Logash, indirectly try to grab the said property some how or other for which this defendant was made as pray for this episode. The suit property is the only one doweling house of her and her children, had not intended to sell to any one, moreover the said property is valued more than 1 crore, and this defendant have no debt or necessity to sell the same to any one at any point of time. That the plaintiff's husband being a Govt servant has not accounted these money transactions if any to Government. Thus the suit itself is devoid of any merit and hence the same has to be dismissed.

III. On the basis of the above pleadings, the following issues were framed on 04.04.2022 for trial :-

1.	Whether the plaintiff is entitled for the relief of specific performance and delivery of possession in respect of the suit property as prayed for?
2.	Whether the plaintiff is entitled for the relief of Permanent injunction as prayed for?
3.	Whether the sale agreement is forged/created one?
4.	To what other relief?

Discussions :-

IV. Issue Nos.1 to 3:-

Point:

1) The plaintiff has averred that the defendant has executed the suit sale agreement dated 03.02.2021 agreeing to sell her property for a total sale price of Rs.50,50,000/- and received an advance amount of Rs.50,00,000/- and thereafter she was evading to execute and register the sale deed even though the plaintiff was ready and willing to pay the balance sale amount of Rs.50,000/-.

2) To establish her case the plaintiff herself entered into witness box and was examined as PW1 and Ex.A1 to Ex.A5 such as unregistered sale agreement dated 03.02.2021, copy of legal notice issued by the plaintiff's counsel to the defendant, Postal Acknowledgment card, true copy of settlement deed executed by Loganathan in favour of Ramani and online downloaded copy of Memorandum of Deposit of Title deeds were marked on the side of the plaintiff. Besides PW1, one Mr.Gunalan, one of the attesting witness of suit sale agreement was examined as PW2 on the side of the plaintiff.

3) The defendant has stoutly denied the execution of suit sale agreement and also contended that she did not receive any amount from the plaintiff. The defendant has alleged that in connection with the loan transaction between his son and plaintiff's husband, a Police complaint was lodged by the plaintiff's husband and on his influence, the police compelled the defendant to sign in the printed promissory notes on 29.03.2021 to release her son from the Police Station. The defendant has further alleged that the plaintiff's husband has forged the signature of the defendant and created the suit sale agreement to grab the suit property.

4) To substantiate her case, the defendant herself entered into the witness box and examined as DW1. Ex.B1 to Ex.B4 such as Reply notice issued on behalf of the defendant to the plaintiff's counsel, Postal Acknowledgment cards and closure letter given by the HDB Financial Services were marked on the side of the defendant. Besides the defendant/DW1, her son Mr.Lokesh was examined as DW2.

5) The plaintiff in support of her oral testimony in respect of her pleadings has produced Ex.A1 unregistered sale agreement deed dated 03.02.2021. The recitals in Ex.A1 sale agreement read that it is an unilateral agreement executed by the defendant in favour of the plaintiff for selling the suit property for a total sale price of Rs.50,50,000/- on receiving the advance amount of Rs.50,00,000/-. As per recitals of Ex.A1 sale agreement, the plaintiff has to pay the balance sale amount of Rs.50,000/- within a period of 5 months and on receipt of the same the defendant has to execute and register the sale deed in favour of the plaintiff. The said sale agreement has been signed by two witnesses.

6) The plaintiff has examined one of the attesting witnesses namely Gunalan as PW2 and he has deposed that the sale agreement was prepared on the basis of the information given by the plaintiff and defendant and after the defendant signed in the said sale agreement, he has signed as attesting witness in the sale agreement. As stated above, it is the specific contention of the defendant that she has not signed any sale agreement in favour of the plaintiff and the suit sale agreement was created by the husband of the plaintiff by forging her signature.

7) The defendant/DW1 has denied the signature found in Ex.A1 sale agreement during the cross examination as it is not her signature. In fact, the defendant has filed an application in I.A.No.3/2022 to send the suit sale agreement for examination of her disputed signatures with her admitted signature in her passport and this court has also allowed the said application. But the Deputy Director of Forensic Science Department, Chennai has returned the disputed document and admitted document by his letter dated 26.02.2025 stating that for examination of the disputed signatures some more admitted genuine Tamil signatures of the defendant in the documents like registered documents, vouchers, sale deeds, bank documents and receipts preferably made in the years 2015 to 2020 are required.

8) It is to be noted that the admitted signature of the defendant in passport is found on the laminated sheet and hence the Forensic Science Department returned the same to this court requesting to send some other original documents with admitted signature of the defendant. But the defendant has not taken any steps to send any other documents with admitted signature as required by the Forensic Science Department.

9) The plaintiff and one of the attesting witnesses have clearly deposed that the defendant has executed Ex.A1 suit sale agreement in respect of the suit property. It is clear from Ex.A4 settlement deed that the suit property is belonged to the defendant. As stated above, it is the specific contention of the defendant that the police had compelled her to put her signatures in the printed promissory notes on 29.03.2021. But it is to be noted that the stamp papers for Ex.A1 suit sale agreement have been purchased in the name of plaintiff on 03.02.2021 i.e., very earlier to the alleged complaint before the police station. Further the defendant has not taken any legal action against the plaintiff's husband for such alleged threat and coercion made by him for getting the signatures in the promissory notes at the police station.

10) It is to be noted that the defendant sent Ex.B1 reply notice to the plaintiff alleging that her signatures were forcibly obtained in the promissory notes at the police station, only after the plaintiff issued Ex.A2 legal notice demanding her to execute the sale deed as per the sale agreement. The plaintiff has promptly issued Ex.A2 notice expressing her willingness to pay the balance sale amount. Whereas the defendant did not issue the reply notice immediately and she had issued Ex.B1 reply notice on 21.06.2021 only after the plaintiff presented the plaint into the court on 14.06.2021. Considering the above facts and circumstances and also on considering the oral and documentary evidences adduced on both side, this court is of the view that the plaintiff has proved the execution of Ex.A1 sale agreement by the defendant in respect of the suit property. On the other hand, the defendant has failed to prove that Ex.A1 sale agreement is created one and the signature in Ex.A1 sale agreement is not that of her.

11) The learned counsel for the defendant has strenuously argued that the plaintiff had no independent source of income for payment of such huge

advance sale amount of Rs.50,00,000/- to the defendant and also pointed out the admission of the plaintiff that she has no independent source of income on the date of sale agreement. It is to be noted that the Plaintiff/PW1 has clearly explained during the cross examination that her parents in-law had given their retirement benefits amount to her and only from the said amount she had given the advance sale amount to the plaintiff. Further the defendant herself has contended that there was a loan transaction between the plaintiff's husband and her son. The defendant herself has stated that the husband of the plaintiff is working as Government Teacher and he lent money for interest. The defendant has not denied that the father-in-law of the plaintiff was working as head master in the Government School and her mother-in-law was working as Administrative Officer in the Tamil Nadu Electricity Board. The above facts clearly reveal that the plaintiff's family members had sufficient financial source to buy the property in the name of the plaintiff.

12) The learned counsel for the defendant has further pointed out that after paying the alleged entire sale amount except the minimum balance amount of Rs.50,000/- there cannot be any necessity for the plaintiff to wait another 5 months period for getting the sale deed from the plaintiff and the above fact itself reveal suspicion over the alleged execution of Ex.A1 sale agreement. On the other hand, the learned counsel for the plaintiff has answered that the reason for giving 5 months time is clearly mentioned in Ex.A1 sale agreement itself and only for getting the original title deed from the bank, the defendant wanted 5 months time for execution of the sale deed. The learned counsel for the defendant by relying Ex.B4 letter has argued that the loan amount was settled very earlier to the date of Ex.A1 sale agreement and hence the reason given in the sale agreement for giving 5 months time cannot be believed.

13) On perusal of Ex.B4 notice, it is seen that the defendant has discharged the loan amount borrowed from HDB Bank on 11.09.2020. In Ex.A1 sale agreement also, it has been stated that the loan amount was discharged by the defendant. What it has been stated in Ex.A1 sale agreement is that 5 months time is agreed only for getting title deeds from the bank. Considering the above circumstances, this court is of the view that merely because 5 months time is given in Ex.A1 sale agreement for completion of sale by both parties, it cannot be said that it is a created document. The plaintiff has clearly proved her ready and willingness by sending Ex.A2 notice. On careful examination of the oral and documentary evidences adduced on the both side this court is of the view that the plaintiff is entitled to get the relief of Specific Performance of agreement of sale as prayed for with cost. The plaintiff has prayed the relief of injunction only till the disposal of the suit. Since the suit itself is disposed of today, there is no need to grant the relief of Permanent Injunction. Hence the relief of Permanent Injunction is not granted. Issues 1 to 3 are answered accordingly.

Issue No.4:

Point:- This court has come to the conclusion that the plaintiff is entitled to get the relief of Specific Performance of agreement of sale as prayed for and she is not entitled to get the relief of permanent injunction. No other relief is granted under this issue.

In the result, the suit is decreed with cost and the relief of specific performance of agreement of sale is granted as prayed for. The plaintiff shall deposit the balance sale amount of Rs.50,000/- within a period of one month and the defendant shall execute and register the sale deed infavour of the plaintiff in respect of the suit property for Rs.50,50,000/- on

receiving the balance sale amount of Rs.50,000/-. In case of default on the part of the defendant, the plaintiff is entitled to get the sale deed registered through process of court.

Dictated by me to the Steno-typist transcribed and typed by her in the computer, corrected, additions made by me and pronounced by me in the open court, this, the 27th day of March 2026.

I Additional District Judge,
Ranipet.

Witnesses Examined on the side of Plaintiff.

PW1 Tmt.Gayathri

PW2 Thiru.Gunalan

Exhibits marked on the side of Plaintiff

Ex.A1	03.02.2021	Unregistered sale agreement executed by Ramani in favour of Gayathri.	(Original)
Ex.A2	03.06.2021	Legal notice issued by the plaintiff's counsel to the defendant.	(Office copy)
Ex.A3	04.06.2021	Postal acknowledgment card of the defendant.	(Original)
Ex.A4	24.11.1995	Settlement deed executed by Loganathan in favour of Ramani.	(True copy)
Ex.A5	02.07.2014	Memorandum of Deposit of title deed executed by Ramani in favour of HDB Financial Services Ltd.	(Online downloaded copy)

Witnesses Examined on the side of the defendant :-

DW1 Tmt.Ramani

DW2 Thiru.Lokesh

Exhibits marked on the side of defendant :-

Ex.B1	21.06.2021	Reply notice issued by the defendant's counsel to the plaintiff's counsel.	(Original)
Ex.B2	23.06.2021	Postal Acknowledgment card of the plaintiff.	(Original)
Ex.B3	23.06.2021	Postal Acknowledgment card of the plaintiff's counsel.	(Original)
Ex.B4	11.09.2020	Closure letter given by the HDB Financial Services to the Logesh.	(Computer generated copy)

I Additional District Judge,
Ranipet.