

**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.**

Wednesday, this the 3rd day of June 2026

O.S.No.92/2025
(CNR.No.TNRP01-002077-2025)

.....

P. Kumar

..... Plaintiff.

-Vs-

1. Tmt.Saroja

2. Tmt. Tamizhselvi

3. Tmt. Bharathi

4. The Sub Registrar, Arcot,

Ranipet District.

.....Defendants.

This suit is coming before me for final hearing on 01.06.2026 in the presence of Thiru.P.Suresh, Advocate for the Plaintiff and the defendants were called absent and set exparte and upon hearing the arguments of plaintiff side and having stood over for consideration till this day, this court delivered the following;-

JUDGMENT

The plaintiff has filed the **suit for recovery of advance sale amount of Rs.65,00,000/- with interest, which is calculated and claimed at Rs.1,40,17,250/-** with future interest at 18% p.a and for the cost of the suit.

1. It is the case of the plaintiff that the defendants 1 to 3 had received an advance sale amount of Rs.10,00,000/- on the basis of an unregistered sale agreement executed by them in favour of the plaintiff on 19.09.2018 and subsequently the 2nd defendant had received individually Rs.10,00,000/- from the plaintiff on 21.09.2018 by making an endorsement for the same on the back side of the sale agreement dated 19.09.2018; that the 2nd defendant had again received another advance sale amount of Rs.15,00,000/- from the plaintiff on 29.09.2018 by executing a separate sale agreement in favour of the plaintiff on 29.09.2018 and in the said sale agreement the 2nd defendant had acknowledged the previous sale agreement and advance sale amount received by her; that the 2nd defendant had again received another part amount of Rs.20,00,000/- on 06.12.2018 from the plaintiff and made an endorsement to that effect on the back side of the sale agreement dated 29.09.2018; that the husband of the 3rd defendant had received another part sale amount of Rs.10,00,000/- on 31.12.2018 from the plaintiff and made an endorsement on the back side of the sale agreement dated 19.09.2018 and thus the plaintiff has totally paid Rs.65,00,000/- towards the sale consideration of Rs.2,27,25,000/- in respect of the suit properties.

2. The plaintiff has further averred in the plaint that even though he was ready and willing to pay the balance sale amount of Rs.1,62,25,000/- to the defendants as per the sale agreements dated 19.09.2018 and 29.09.2018, the defendants are not willing to perform their part of contract and hence the suit is filed.

3. To prove his case, the plaintiff himself was entered into the witness box and he was examined as PW1. The plaintiff has produced Ex.A1 original patta pass book in the name of one Kannan, Ex.A2 unregistered sale

agreement dated 19.09.2018, Ex.A3 unregistered sale agreement dated 29.09.2018, Ex.A4 copy of lawyer notice sent to the defendants and Ex.A5 postal acknowledgment cards and returned postal cover. Besides PW1, one Mr.Bharathidasan was examined as PW2 on the side of the plaintiff.

4. The defendants 1 to 3 did not appear and remained exparte. The 4th defendant is the Sub Registrar of Arcot Sub Registrar Office and he was set exparte for non filing of written statement.

5. It is clear from perusal of Ex.A2 sale agreement that the defendants 1 to 3 had agreed to sell the suit properties to the plaintiff for the total sale price of Rs.2,27,25,000/- and they had received jointly Rs.10,00,000/- from the plaintiff as an advance sale amount on the same day of execution of above sale agreement. It is seen from the endorsement found on the back side of Ex.A2 sale agreement that the 2nd defendant had individually received another part amount of Rs.10,00,000/- from the plaintiff on 21.09.2018. It is seen from the another endorsement dated 31.12.2018 that the husband of 3rd defendant had received Rs.10,00,000/- from the plaintiff on behalf of the 3rd defendant. It is clear from perusal of Ex.A3 sale agreement dated 29.09.2018 that the 2nd defendant had received another part amount of Rs.15,00,000/- from the plaintiff on 29.09.2018 and thereafter had received another sum of Rs.20,00,000/- from the plaintiff by making endorsement on the back side of Ex.A3 sale agreement.

6. The plaintiff and PW2 have clearly deposed about the execution of sale agreements and also about the part payments made by the plaintiff towards the sale consideration to the defendants. It is clear from the oral and documentary evidence adduced on the side of the plaintiff that the defendants 1 to 3 had jointly received an advance sale amount of

Rs.10,00,000/- from the plaintiff on 19.09.2018 and thereafter the 2nd defendant had individually received part amounts towards sale consideration totally Rs.10,00,000/- + Rs.15,00,000/- + Rs.20,00,000/- = Rs.45,00,000/- and the 3rd defendant had individually received through her husband a sum of Rs.10,00,000/- on 31.12.2018. The plaintiff himself has averred in the plaint that the defendants 2 and 3 had received the subsequent part amounts from him individually and not jointly on behalf of all the defendants. The plaintiff has clearly established that even though he was ready and willing to perform his part of contract, the defendants did not come forward to perform their part of contract. As this suit is filed only for recovery of advance sale amounts made by the plaintiff, the defendants are liable to return the amounts received by them jointly and individually on various dates. It has been clearly explained in the plaint itself that the suit is well within the period of limitation as per the Article 62 of Limitation Act. Considering the entire facts and circumstances of the case, this court is of the view that the plaintiff is entitled to get the advance amount paid by him to the defendants. So far as the rate of interest claimed by the plaintiff is concerned, this court is of the view that it will be fare to award the interest at the rate of 9% per annum from the date of payment of advance amount till the date of realization. The plaintiff has prayed the relief of permanent injunction only till the disposal of the suit and hence the said relief cannot be granted at the stage of judgment. The plaintiff is not entitled to get the relief of permanent injunction.

In the result, **the suit is decreed** with cost and the defendants 1 to 3 are ordered to pay Rs.10,00,000/- to the plaintiff jointly and severally with interest at the rate of 9% per annum from 19.09.2018 till the date of realization and the 2nd defendant is ordered to pay Rs.10,00,000/- to the plaintiff with interest at the rate of 9% per annum from 21.09.2018 till the

date of realization and to pay Rs.15,00,000/- to the plaintiff with interest at the rate of 9% per annum from 29.09.2018 till the date of realization and to pay another sum of Rs.20,00,000/- to the plaintiff with interest at the rate of 9% per annum from 06.12.2018 till the date of realization and the 3rd defendant is ordered to pay Rs.10,00,000/- to the plaintiff with interest at the rate of 9% per annum from 31.12.2018 till the date of realization. The suit in respect of the relief of permanent injunction is dismissed.

Dictated by me to the Steno-Typist and transcribed and typed by her, corrected and pronounced by me in the Open Court on this the 3rd day of June 2026.

I Additional District Judge,
Ranipet.

Witnesses Examined on the side of the Plaintiff.

PW1	Thiru.Kumar (Plaintiff)
PW2	Thiru.G.Bharathidasan.

Exhibits marked on the side of the Plaintiff

Ex.A1	30.12.1990	Patta Passbook stands in the name of Kannan.	(Original)
Ex.A2	19.09.2018	Sale agreement executed between the Saroja and others.	(Original)
Ex.A3	29.09.2018	Sale agreement executed between the Tamilselvi and Kumar.	(Original)
Ex.A4	30.04.2025	Lawyer notice issued by the plaintiff to the defendants.	(Office copy)
Ex.A5	-----	Returned postal cover along with acknowledgment cards.	(Original)

I Additional District Judge,
Ranipet.