

IN THE COURT OF THE SUBORDINATE JUDGE, RANIPET, VELLORE
DISTRICT.

PRESENT: Thiru.K.Ganesan, M.L.,
Subordinate Judge, Ranipet.

Thursday the 23rd day of August 2018.

O.S. No.90/2017

R.Ashokkumar

...Plaintiff

/vs/

1. Indirani
2. Ananthakumar
3. Ganapathi
4. Devendiran

...Defendants

This suit is coming on 31.07.2018 before me for final hearing in the presence of Thiru.B.Sivamani Advocate for the Plaintiff and Thiru.N.G.Thamizhselvan Advocate for the defendants and considering that written statement not filed, defendants called absent set exparte and on hearing the arguments of plaintiff's side, upon perusing the entire case records and having stood over for consideration till this day, this court delivered the following

JUDGMENT

Suit for specific performance of contract directing the defendants to execute and register the sale deed in favour of the plaintiff in respect of the schedule mentioned property after receiving the balance of sale consideration of Rs.50,000/- from the plaintiff, failing which through process of court and for costs.

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

The schedule mentioned property originally belonged to the 1st defendant and her husband namely Ranganathan. The said Ranganathan died in the month of June 2016 leaving behind the defendants as his class I legal heirs. The defendants have been in possession and enjoyment of the schedule mentioned property as absolute owners after the death of the said Ranganathan. The 1st defendant and her deceased husband entered into sale agreement with the plaintiff to sell the schedule mentioned property for a sum of Rs.2,00,000/- and also received an advance amount of Rs.1,50,000/- from the plaintiff as per the registered

sale agreement dt; 09.04.2014. The 1st defendant and her deceased husband also agreed to receive the balance sale consideration of Rs.50,000/- within 2 years from the date of execution of the sale agreement. The plaintiff has been always ready and willing to perform his part of contract under the sale agreement. The plaintiff has been repeatedly requesting the 1st defendant and her deceased husband to perform their part of contract under the said agreement by receiving the remaining sale consideration of Rs.50,000/-. But they evading to perform their part of contract for the reasons best known to them. Hence the plaintiff issued a legal notice to the 1st defendant and her husband on 16.05.16 calling upon them to execute the sale deed on receipt of the said notice and the defendants received the notice and gave a reply notice on 02.06.2016 with false allegations. Hence the plaintiff is obliged to file this suit for specific performance of contract.

3. Summons was served on the defendants and they appeared through their counsel but did not file written statement hence were set exparte.

4. On the side of the plaintiff, P.W.1 was examined. Ex.A1 to A5 were marked.

5. Whether the plaintiff is entitled for the relief of specific performance of contract is the main issue to be decided in this case.

6. The plaintiff in his plaint and evidence has stated that the The 1st defendant and her deceased husband is the absolute owner of the suit property. The The 1st defendant and her deceased husband has agreed to sell the suit property to the plaintiff for valid sale consideration of Rs.2,00,000/- on 09.04.2014 and the The 1st defendant and her deceased husband has received Rs.1,50,000/- as advance on the same day and further agreed to execute the sale deed in favour of the plaintiff within 2 years after receiving the balance of sale consideration of Rs.50,000/- The Registered Sale Agreement was marked as Ex.A1. The plaintiff is always ready and willing to perform his part of contract to pay the balance sale consideration of Rs.50,000/- and get the sale deed executed in his favour. The plaintiff has been repeatedly approaching the The 1st defendant and her deceased husband and requesting them to perform their part of contract under the said agreement by

receiving the remaining sale consideration of Rs.50,000/-. But they evading, to perform their part of contract. Hence the plaintiff issued a legal notice Ex.A2 to the defendant on 16.05.2016 calling upon them to receive the balance of sale price and execute the sale deed in his favour. The defendants received the said notice and gave a reply dt; 02.06.2016 with false allegations. The Postal acknowledgment card and Reply notice were marked as Ex.A3 to A5 respectively. Hence he has filed this suit. The defendants have been served with summons. They entered their appearance through their counsel, but not chosen to file written statement and enter into the witness box to rebut the plaintiff's case. The plaintiff has established his case and prove the claim through the evidence of PW1 and by marking Ex.A1 to A5. No contra evidence let in by the defendants to disprove the claim of the plaintiff. Hence, the plaintiff is entitled for the suit claim as prayed in the plaint.

7. In the result, Suit is decreed with costs directing the defendants to execute and register the sale deed in favour of the plaintiff in respect of the suit property after receiving the balance of sale consideration of Rs.50,000/- from the plaintiff, failing which through process of court. Time for payment of deposit of balance sale consideration is 2 months and thereafter one month time granted for execution of sale deed.

Dictated by me to the Steno-typist, computerized by her directly to my dictation, corrected and pronounced by me in the open court, this, the 23rd day of August 2018.

Subordinate Judge,
Ranipet.

Exhibits marked on the side of the Plaintiff:-

Ex.A1	09.04.2014	Original registered sale agreement executed by the 1 st defendant and her deceased husband in favour of the plaintiff.
Ex.A2	16.05.2016	Copy of legal notice
Ex.A3	-	Postal acknowledgment card
Ex.A4	-	Postal acknowledgment card
Ex.A5	02.06.2016	Reply notice

Witness examined on the side of the Plaintiff:-

P.W.1: Thiru.R.Ashokkumar

Subordinate Judge,
Ranipet.

Fair Judgment
O.S.90/2017
Dt: 23.08.2018
C.1.A

