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IN THE COURT OF DISTRICT MUNSIF ARAKKONAM RANIPET DISTRICT

PRESENT:- Selvi.A.AMEENA.,BBA.,LLB(Hons)

DISTRICT MUNSIF, ARAKKONAM

Monday the 31st day of August 2026

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(CNR - TNRP080000142018)

Manikandan

---Plaintiff

(vs)

1.Murugesan

2.Thenmozhi

---Defendants

This suit is coming for final hearing before me on 25.08.2026 in the presence of Mr.S.P.Sampathkumar counsel appearing for plaintiff. Mr.C.Manikandan counsel appearing for Defendants. D2 was set exparte on 22.04.2026. On perusal of entire case records having stood over for consideration till this day, this court has delivered the following:-

JUDGMENT

The suit is filed for directing the defendants to execute and register the sale deed in favour of the plaintiff in respect of the suit properties for Rs.13,950/- after receiving the balance sale consideration of Rs.3,950/- and in case if the defendants fail to do so, permitting the plaintiff to have the sale deed executed through the process of this Honourable Court and granting an order of permanent injunction restraining the defendants from alienating or creating any encumbrance over the scheduled mentioned property and to pay the cost of suit.

**1. Brief Averments of plaint:**

1.1. The Plaintiff states that the schedule mentioned property belonged to the defendant, the defendant agreed to sell the same for a same for a sum of Rs.13,950/- (Rupees Thirteen Thousand Nine Hundred and fifty only) to the plaintiff and the defendant executed the sale agreement dated. 05.11.2000 in favour of the plaintiff after receiving an advance amount of Rs.10,000/- (Rupees Ten Thousand only). As per the terms of the said sale agreement, the defendant have to execute the sale deed in favour of the plaintiff within three months from the date of the said sale agreement after receiving the balance amount of Rs.3,950/-. Subsequently the plaintiff paid the balance of Rs. 3,950/- to the defendant on 28.01.2001 within three months, the defendant also made the endorsement in the above sale agreement, the defendant dated 05.11.2000. as per terms of the endorsement in the sale agreement, the defendant agreed to execute the sale deed as and when demand made by the plaintiff to execute the sale deed.

1.2. Further states that the defendant also delivered the possession of the scheduled mentioned property to the plaintiff. When the defendant received the balance amount of Rs.3,950/- on 28.01.2001 as per endorsement, he delivered the possession of the suit property to the plaintiff. plaintiff has been in possession and enjoyment of the schedule mentioned property from the date of the endorsement. The plaintiff was taking his wife continuously for treatment and so the plaintiff was unable to get the sale deed. The plaintiff demanded the defendant to execute the sale deed in the first week of august 2016, but the defendant are evading to execute the sale deed and also secretly trying to alienating the same to third party with intend to defraud the plaintiff. The plaintiff is always ready and willing to perform his part of contract. As per terms of the said agreement. The 1st defendant crated the sale deed dated: 15.03.2010 in favour of his wife i.e., the 2nd defendant herein. The plaintiff came to know the same only at the time of examination of DW1. The alleged sale



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deed dated: 15.03.2010. is not valid under law and it will not bind over the plaintiff and it is affected by law of lis-pendense. Hence the plaintiff also prayed this hon'ble court to declare the sale deed dated: 15.03.2010 is not valid under law and will not bind over the plaintiff and it is void ab-initio.

2. Brief Averments Written Statement filed by Defendant:

2.1. The defendant denies all the allegations contained in the plaint except those that are specifically admitted by him as true herein and the plaintiff are put to strict proof of the facts alleged by him in the plaint. The defendant states that there is no any contract between the plaintiff and the defendant the plaintiff who is cheating fellow, who is having like this attitude making forgery documents and concocted documents and filing like this suit to grab others property which is against law, morality and natural justice the defendant never executed any agreement and never get single rupee from the plaintiff and never handed over the any bit of property to the plaintiff. Therefore prayed to dismiss suit with cost.

2nd defendant failed to appear and file additional written statement if any and was set exparte on 22.04.2026.

3. Issues:

1. whether the sale of agreement dated 05.11.2000 is true and genuine?.
2. whether the suit claim is hit by law of limitations?.
3. Whether the time is the essence of contract?.
4. Whether the plaintiff is ready and willing to perform his part of contract?.
5. whether the plaintiff is entitled for specific performance of contract as prayed for in suit?.
6. To what other relief the plaintiff is entitled for?



On perusal of records additional issues framed:

- 1) Whether the plaintiff is entitled to the relief of declaration declaring sale deed document No. 1556/2010 as null and void ?

Issues are recasted as follows:

1. whether the sale of agreement dated 05.11.2000 is true and genuine?.
2. whether the suit claim is hit by law of limitations?.
3. Whether the time is the essence of contract?.
4. Whether the plaintiff is ready and willing to perform his part of contract?.
5. whether the plaintiff is entitled for specific performance of contract as prayed for in suit?.
6. Whether the plaintiff is entitled to the relief of declaration declaring sale deed document No. 1556/2010 as null and void ?
7. To what other relief the plaintiff is entitled for?

On the side of the Plaintiff, the Plaintiff has been examined as PW1 and Ex.A1 to Ex.A4 are marked. Further one Mr.Murugesan has been examined as PW2 and Ex.A5 was marked. Further one Mr.Sundaram has been examined as PW3 and Ex.A6 marked. On the side of defendants defendant was examined as Dw1 through him no documents were marked.

5.Arguments:

Plaintiff side argument:

5.1. The learned counsel for the plaintiff argued that the suit property belonged to the defendant. The defendant and plaintiff entered into sale agreement on 5/11/2000 and the same is unregistered for a sale amount of Rs. 13,950. During the sale agreement, the defendant had received an advance amount of Rs. 10,000 and the time period was stipulated as 3 months for receiving the balance amount and executing the sale deed. On 28/1/2001, the plaintiff paid the balance amount to the



defendant and defendant made an endorsement on the sale agreement on the same day that he will execute the sale deed on demand of the plaintiff. As the plaintiff's wife was in continuous treatment, the plaintiff was not able to demand for the sale deed execution. On first week of August 2016, when plaintiff demanded the defendant for execution of the sale deed, the defendant evaded the same and is trying to alienate the property. Thus, the legal notice was issued. Defendant failed to execute the sale deed.

5.2. Further argued that the defendant had admitted the execution of the sale agreement but denied the endorsement made in the sale agreement. To prove the sale agreement, PW2 and PW3 were examined. In DW1 evidence, para 2, he has deposed that he and plaintiff entered into sale agreement but plaintiff failed to pay the balance amount. Therefore, as 3 months validity has been completed, the defendant has sold the property. During PW1 cross, there was no suggestion made regarding endorsement. The attestator of the sale agreement was examined as PW2. He deposed as the amount balance amount was paid by the plaintiff. The evidence of DW1 is not completed as he failed to enter the box and his evidence was struck down. There is no evidence filed by the defendant to prove their contention. Here, as plaintiff has paid the entire amount and is in continuous possession of the suit property as per the endorsement made in the sale agreement, pray to decree the suit.

5.3. The defendant failed to appear for cross continuation and his evidence was closed. No arguments were made on his side.

6.Discussion and findings:

Issue.No.1 to issue No5 are decided together as they are interconnected:

6.1. Heard both sides, perused the records. The case of the plaintiff is that the suit schedule property belonged to the defendant. The defendant agreed to sell the same for a sum of Rs. 13,950 to the plaintiff and the defendant executed the sale agreement dated 5-11-2000 in favour of the plaintiff after receiving the advance



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amount of Rs. 10,000. As per the terms of the sale agreement, the defendant had to execute the sale deed in favour of the plaintiff within three months from the date of the said sale agreement after receiving the balance of Rs. 3,950. Subsequently, the plaintiff paid the balance amount of Rs. 3,950 to the defendant on 28-1-2001. Within three months, the defendant also made the endorsement in the above said sale agreement on 5-11-2000. As per the terms of the endorsement in sale agreement, the defendant agreed to execute the sale deed as and when demanded by the plaintiff to execute the sale deed. The defendant also delivered the possession of the suit schedule property to the plaintiff. The plaintiff was taking his wife continuously for treatment and so the plaintiff was unable to get the sale deed. The plaintiff demanded the defendant to execute the sale deed in the last week of June 2016. The defendant asked one month time to execute the sale deed. When again the plaintiff demanded the defendant to execute sale deed on August 2016, the defendant kept evading and is also secretly trying to alienate the property to third party. Hence filed this suit for specific performance to execute sale deed in favour of plaintiff and for permanent injunction. The first defendant created the sale deed dated 15-3-2010 in favour of the second defendant, his wife. The same came to be known by the plaintiff during the time of examination of DW1. Further, please to declare the sale deed dated 15/3/2010 as not valid and not binding on the plaintiff and void ab initio.

6.2. Whereas, the contention of defendant is that he denies the execution of the sale agreement and states that there is no contract between plaintiff and defendant. The plaintiff having created forgery documents and concocted documents has filed a suit to grab property which is against the law and further contend that that defendant never executed any agreement and never handed over the property to the plaintiff. opinion that The plaintiff himself was examined as PW1. Through him, Ex.A1 to Ex.A4 were marked. Further, one Mr. Murugan was examined as PW2. Through him, Ex.A5 was marked. Further, one Mr. Sundaram was examined as PW3 and Ex.A6



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was marked. Ex.A1 is the sale agreement dated 6.11.2000 executed by Murugesan in favour of Manigandan stating to execute sale deed in favour of the plaintiff by receiving Rs.10,000 as advance and to receive the balance 3,950 within three months. Ex.A2 is endorsement made in Ex.A1 which reveals that on 28.1.2001 the defendant has made an endorsement by stating that he has received the balance 3,950 and had received all the amount for the sale deed and will execute the sale deed when demanded by the plaintiff. Ex.A3 Is the legal notice issued by plaintiff against the defendant? Ex.A4 is the acknowledgement card showing the service of legal notice to the defendant. Ex.A5 and A6 are the Aadhar card of the witnesses.

6.3. Upon a careful perusal of the oral and documentary evidence adduced by the plaintiff, this Court is of the opinion that Exhibit A1 reveals that the sale agreement was executed by the defendant in favor of the plaintiff on 05.11.2000, in which it is very clearly stated that the defendant had received Rs. 10,000/- as advance and a three-month time period was given for receiving the balance Rs. 3,950/- and to execute the sale deed. Though the defendant had denied the execution of the sale agreement in his written statement, in the cross-examination of DW-1, he deposed that: "நான் பணத்தை கொடுக்காத விவரம் எனக்கு தெரிந்தும் நான் என் மனைவி பெயருக்கு கிரையம் எழுதிக் கொடுத்துள்ளேன் என்றால், நான் கிரையம் எழுதி வைப்பதற்கு முன்பு வாதியிடம் மூன்று முறை கேட்டேன், அவர் வரவில்லை, அதனால் என் மனைவி பெயருக்கு கிரையம் எழுதி வைத்துவிட்டேன். கிரைய ஒப்பந்தப்படி வாதி கிரையம் பெறுவதற்கு முன் வரவில்லை என்றால் சரிதான். அதற்கு வழக்கறிஞர் அறிவிப்பு அனுப்பினைனா என்றால் ஆம்."

6.4. On reading the above extract of DW-1's cross-examination, it is clearly seen that the defendant himself admits that there was an execution of the sale



agreement between the plaintiff and the defendant and that a three-month time period was given for receiving the balance amount; however, the defendant denies that he received the balance amount. Therefore, to prove his case, the plaintiff examined PW-2, who is one of the attesting witnesses to the sale agreement, and he deposed that the sale agreement was executed between the plaintiff and the defendant and that, after receiving the balance amount, the defendant made an endorsement as per Ex.A2 to execute the sale deed when demanded by the plaintiff. Further, to prove his case, the plaintiff also examined PW-3, who is the second attesting witness to the sale agreement Ex. A1 and endorsement Ex.A2, and he likewise deposed in his evidence that the defendant and the plaintiff had entered into the sale agreement and that the defendant received the balance amount and made an endorsement as per Exhibit A2 to execute the sale deed in favor of the plaintiff when the plaintiff demanded it. On a perusal of the evidence adduced by the plaintiff, this Court can form the opinion that the plaintiff has established his case that the sale agreement was executed between the plaintiff and the defendant, and further that the plaintiff paid the balance amount for which an endorsement was made by the defendant on 28.01.2001.

6.5. On considering whether plaintiff has limitation to file this suit this court is of opinion that, as discussed above the plaintiff and defendant had entered into sale agreement on 05.11.2000 and later after three months after the plaintiff paid balance sale amount the defendant has endorsed in Ex.A1 that the sale deed will be executed on the demand of plaintiff. The learned plaintiff counsel argued the defendant had made an endorsement to execute the sale deed on demand of plaintiff, the defendant demanded the defendant to execute sale deed only in the year 2017 thus, the limitation commences from that date and the suit is within limitation. The learned counsel for the plaintiff relied on the judgments of Hon'ble Supreme Court in *Gunwantbhai Mulchand Shah and Ors. vs. Anton Elis Farel and Ors.* reported in (AIR 2006 Supreme Court 1556) and another judgment *S. Brahmanand and Ors. vs. K.R.*



Muthugopal (D) and Ors. reported in (AIR 2006 Supreme Court 40). Upon perusing the citations relied on by the learned plaintiff counsel, this court is of opinion that both the citations can be considered only on the point of limitation. Here, in this case, the sale agreement has been executed in the year 2000 and the endorsement has been made in 2001 by the defendant stating that whenever the plaintiff demand, the sale deed will be executed. As the plaintiff demanded only in the year 2017, the limitation period exists. Therefore, the limitation can be considered in this suit. But however, when coming to the deciding regarding willingness and readiness, the plaintiff has to establish it.

6.6. It is apposite to note that in a suit for specific performance, the plaintiff has a burden to prove his readiness and willingness as per Section 16(1)(c) of the Specific Relief Act, 1963. To examine whether the plaintiff has proved his readiness and willingness to perform his part of the contract, this Court is of the opinion that while the sale agreement was executed between the plaintiff and the defendant on 05.11.2000 and the plaintiff claims that he paid the balance amount within three months as per Exhibit A1 on 28.01.2001 to which the defendant also made an endorsement to execute the sale deed whenever demanded by the plaintiff, when the plaintiff has paid the full consideration as per the sale agreement, the burden rests on the plaintiff to show his readiness and willingness by demanding the execution of the sale deed. However, there was no demand made by the plaintiff for the past 17 years to execute the sale deed. The plaintiff has offered a bare explanation that due to his wife's medical treatment he was unable to demand that the defendant execute the sale deed; however, this reason is not supported by any cogent evidence.

6.7. Though here time is not mentioned as essence of contract, as per Section 16(1)(c) of the Specific Relief Act, 1963, it is very clear that the plaintiff, in order to pray for the relief of specific performance, must first establish his readiness and willingness. Indeed, in various Supreme Court and High Court judgments, it has been



consistently held that the plaintiff must prove his readiness and willingness. This court relies on

Hon'ble High court judgment in **Vijay Chandrakanth Shah vs Dhanapalan**

In A.S.No.866 of 2014 in para 27 referred **Saradamani Kandappan (supra)** and **Padmakumari and others v. Dasayyan and others** [2015 (6) CTC 545], and held that *wherein, the Hon'ble , while accepting the broad proposition of law that the time is not an essence of the contract in relation to contracts relating to immovable property, has upheld the dicta in K.S.Vidyanadam and others v. Vairavan [1997 (1) CTC 628] and held that the plaintiff will have to show continuous readiness and willingness. If the plaintiff is shown to be not ready and willing even for a particular period, that by itself would be a ground to non-suit the plaintiff, particularly, in a suit for specific performance relating to land, where prices are always in the raise. Even though time is not essence of the contract in respect of the agreement for sale of immovable property, the plaintiff must exhibit readiness and willingness and approach the Court within a reasonable time. The period of 3 years prescribed under Article 54 of the Limitation Act is only an outer time limit and the plaintiff ought not to wait till the expiry of 3 years period to file the suit almost at the end of the term claiming that he is ready and willing to perform his part of the contract.*

6.8. In this case, the sale agreement was executed between the plaintiff and the defendant in the year 2000, and further in 2001, although the defendant made an endorsement that the sale deed would be executed upon the demand made by the plaintiff, the plaintiff had not taken any steps for the past 17 years to get the sale deed executed, even though he had paid the full amount. The plaintiff has kept quiet for past 17 years without demanding for execution of sale deed. This raises a serious question and hits doctrine of laches which means the if there is no time stipulated for demand then it should be made within reasonable time. Here, in this case, the plaintiff



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failed to demand for execution of sale deed within reasonable time. Therefore, considering that readiness and willingness have not been established by the plaintiff, this Court is of the opinion that the plaintiff is not entitled to the relief of specific performance. Hence, Issue No.1, Issue.No.2, Issue No.3, Issue No.4 and Issue No.5 are answered accordingly.

Issue No.6:

Considering that, plaintiff is not entitled to the relief of specific performance as discussed above, the plaintiff is not entitled to the relief of declaration as prayed for.

Issue no.7:

Considering that, the plaintiff failed to establish his willingness to perform his part of contract, he is not entitled to any further relief.

In result this suit is dismissed. The parties shall bear their own cost.

Dictated to typist directly, typed in his computer corrected and pronounced by me in the Open court on this the 31st day of August 2026.

District Munsif,
Arakkonam.

Plaintiff side witness :

PW1 – B.Manikandan

PW2 - Murugesan

PW3 - Sundaram

Plaintiff side exhibits :

Ex.A1	05.11.2000	Sale agreement deed
Ex.A2	28.01.2001	Sale agreement deed
Ex.A3	17.08.2016	Legal notice
Ex.A4	-	Acknowledgment card



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Ex.A5	-	Aadhar card in the name of Murugesan
Ex.A6	-	Aadhar card

Defendant side Evidence:-

Dw1- Murugesan

Defendant side Exhibits :- Nil

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