

**IN THE COURT OF THE I ADDITIONAL DISTRICT JUDGE, SALEM.**  
**PRESENT: Thiru. R.Velaras, B.Sc., B.L., L.L.M.,**  
I Additional District Judge, Salem.  
Monday, the 23<sup>rd</sup> day of March, 2026

O.S.No.37/2025

(CNR.No: TNSA01-000247-2025)

G.K.Mayilvel

... Plaintiff

/Vs/

K.Palanisamy

.... Defendant

This suit is coming before me for final hearing on 23.02.2026 in the presence of Thiru.A.Sounder Batcha, Advocate for the Plaintiff and the defendant was called absent and set exparte and upon perusing the documents on records and on hearing the plaintiff side and having stood over for consideration till this day, this court has passed the following:

**Judgment.**

The plaintiff filed this suit for Specific performance or the alternative relief of return of advance amount, granting the relief of specific performance of the agreement dated: 25.02.2024 and directing the defendant to execute the sale deed in favour of the plaintiff after receiving the balance of sale consideration of Rs.50,000/- and deliver possession of the suit property to the plaintiff with in a time limit to be stipulated by this court, failing which permitting the plaintiff to have the sale deed executed by the Court on behalf of the defendant; (or) In alternative, refund of advance amount of Rs.9,50,000/- with interest at 12% per annum from the date of payment till the date of realization with cost of the suit.

2. The suit property belong to one K.R.Meenatchisundaram Pillai. He has purchased the suit property through a registered sale deed by Doc.No.3632/1942 dated 30.10.1942 on the file of No.3 Joint Sub Registrar Office, Salem. The above said K.R.Meenatchisundaram Pillai has executed a Will deed dated 10.02.1976 in favour of the defendant namely K.Palanisamy, Son of Late Krishna Gounder. The said K.Palanisamy is in possession and enjoyment, title holder of the suit property. The defendant on 25.02.2024 offer to sell the suit property to the plaintiff. The plaintiff accepted the offer of the defendant. The sale price has been fixed as Rs.10,00,000/-. The plaintiff and the defendant entered into an agreement of sale on 25.02.2024. The sale agreement is an unregistered one. The plaintiff in pursuance of the contract paid a sale advance amount of Rs.9,50,000/- to the defendant on 25.02.2024. The defendant received advance amount from the plaintiff on the above date and the same is mentioned in the sale agreement. As per the sale agreement dated: 25.02.2024 the time for performance of contract is 10 months from the date of contract. The plaintiff is always ready and willing to perform his part of contract from the date of contract. The plaintiff is Farmer and also an Advocate by profession. The plaintiff is capable to perform his part of contract. The plaintiff has sufficient means and funds to perform his part of contract and ready to pay the balance sale consideration amount. The plaintiff approached the defendant several times in person with the balance sale consideration amount of Rs.50,000/- calling upon the defendant to perform his part of contract. The plaintiff has been ready and willing to perform his part of contract with cash. But the defendant under some pretext dodged to perform his part of contract in order to cause hardship to the plaintiff. The defendant is bound to honour the contract. The defendant

is willfully failed to perform his part of contract. Hence the plaintiff issued a legal notice through his Advocate on 13.12.2024. The defendant received the legal notice but not come forward to give any reply. On 23.12.2024 the plaintiff was waiting in the above said Registrar Office and also obtained for advance booking token for Registration of sale deed time fixed on 23.12.2024 between 3.00 p.m. to 3.30 p.m. But the defendant willfully failed to come on 23.12.2024 in the said Registrar Office and refused to perform his part of contract. Hence the plaintiff has come forward with the suit for Specific performance or the alternative relief of return of advance amount.

3. Written statement of defendant has not filed since he has been set exparte on 14.02.2025 in the Preliminary stage.

4. On the side of Plaintiff, the plaintiff Mayilvel was examined as PW1 and Ex.P1 to P13 were marked.

**5. The Point for consideration is:**

Whether the Plaintiff is entitled for the relief as prayed for?

**6. Point:-**

The plaintiff filed the suit for Specific Performance or the alternative relief of return of advance amount, granting the relief of specific performance of the agreement dated: 25.02.2024 and directing the defendant to execute the sale deed in favour of the plaintiff after receiving the balance of sale consideration of Rs.50,000/- and deliver possession of the suit property to the plaintiff with in a time limit to be stipulated by this court, failing which permitting the plaintiff to have the sale deed executed by the Court on behalf of the defendant; (or) In alternative, refund of advance amount of

Rs.9,50,000/- with interest at 12% per annum from the date of payment till the date of realization with cost of the suit.

7. In order to prove the case of the Plaintiff, the plaintiff examined himself as P.W.1 and to substantiate his case Ex.A1 to Ex.A13 were marked through him. Ex.A1 is the Sale Agreement between the plaintiff and the defendant dated 25.02.2024, Ex.A2 is the legal notice issued by the plaintiff to the defendant, Ex.A3 is the Postal receipt, Ex.A4 is the Acknowledgment card, Ex.A5 is the unregistered Will in favour of the defendant, Ex.A6 is the Acknowledgment of booking for registration, Ex.A7 is the Sale deed executed by defendant in favour of plaintiff with rough plan, TSLR Aadhaar Card, Pan card of the plaintiff and Aadhaar card of the defendant and witnesses, Ex.A8 is the death certificate of Meenakshi Sundaram issued by the Salem Corporation, Ex.A9 is the State Bank of India, Srirangapalayam Branch Cheque No.537918 for Rs.50,000/- in favour of the defendant, Ex.A10 is the Encumbrance certificate of suit property, Ex.A11 is the Cash receipt, Ex.A12 is the Statement of account issued by State Bank of India in the name of plaintiff, Ex.A13 is the sale deed in favour of Rajkumar Anand.

8. After reception of the legal notice issued by the plaintiff to the defendant to perform his part of contract the defendant failed to give reply by denying the claim of the plaintiff. It reveals that the defendant has accepted the execution of the sale agreement i.e., the Ex.A1. Further the plaintiff has filed the original Will which was executed by one K.R.Meenatchi Sundaram Pillai in favour of the defendant pertaining to the suit property. The plaintiff has filed a sale deed prepared on 23.12.2024 for registration and which was not registered due to non cooperation of the defendant.

Therefore, it is well clear that the plaintiff is always ready and willing to perform to part of contract and the defendant has failed to comply his part of contract. In this juncture, I am of view that the plaintiff is entitled for the relief of Specific performance and not for alternative relief of return of advance amount.

In the result, the suit is decreed in respect of the relief of Specific performance with cost, directing the defendant to execute a registered sale deed in favour of the plaintiff in respect of the suit property, after receiving the balance sale price within 3 months from today, failing which the plaintiff is directed to deposit the balance sale price of Rs.50,000/- before this court within a month thereafter. After depositing the balance sale price of Rs.50,000/- to the credit of the suit, the plaintiff is entitled to get the sale deed in his favour by way of execution proceedings. The suit is dismissed in respect of the relief of refund of advance amount.

Dictated to the Steno-typist directly and computerized by her, corrected and pronounced by me in the open court, this the 23<sup>rd</sup> day of March, 2026.

I Additional District Judge,  
Salem.

Plaintiff Side Witness:-

P.W.1 –Thiru.G.K.Mayilvel

Plaintiff side Exhibits:-

Ex.A1	25/02/2024	Sale Agreement between the plaintiff and the defendant	Original
Ex.A2	13/12/2024	Legal Notice	Office copy
Ex.A3	13/12/2024	Postal Receipt	Original
Ex.A4	18/12/2024	Acknowledgement card	Original

Ex.A5	10/02/1976	Will executed by K.R.Meenatchi Sundaram Pillai in favour of the defendant	Original
Ex.A6	23/12/2024	Acknowledgment of booking for registration	Original
Ex.A7	23/12/2024	Sale deed executed by defendant in favour of plaintiff with rough plan, TSLR Aadhaar Card, Pan card of the plaintiff and Aadhaar card of the defendant and witnesses,	Original and Xerox copy
Ex.A8	01/03/2015	Death certificate of Meenakshi Sundaram issued by the Salem Corporation	Certified copy
Ex.A9	23/12/2024	State Bank of India, Srirangapalayam Branch Cheque No.537918 for Rs.50,000/- in favour of the defendant	Original
Ex.A10	23/12/2024	Encumbrance Certificate of suit property	Certified copy
Ex.A11	12/12/2024	Cash Receipt	Original
Ex.A12	22/07/2025	Statement of account issued by State Bank of India in the name of plaintiff,	Computer copy
Ex.A13	24/03/2022	Sale deed in favour of Rajkumar Anand	Certified copy

I Additional District Judge,  
Salem.