

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 13th day of October, 2025

O.S.No.332/2025

(CNR.No: TNSA01-001848-2025)

V.Dharmalingam

... Plaintiff

/Vs/

R.Vijayakumar

.... Defendant

This suit is coming before me for final hearing on 11.09.2025 in the presence of Thiru.A.Mohankumar, 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 return of advance amount and permanent injunction, directing the defendant to execute the sale deed in respect of the suit property free from all encumbrances in favour of the plaintiff, within the time to be specified by this court failing which this court to execute the sale deed in respect of the suit property in favour of the plaintiff and on behalf of the defendant and to hand over the possession of the same or In alternate the defendants may be ordered to return of advance amount with subsequent interest; and granting permanent injunction as against the defendant and their men thereby restraining them from in any manner alienating and encumbering the suit property to the third parties with cost of the suit.

2. The defendant has approached the plaintiff in the last week of December 2023 and offer to sell the suit property to the plaintiff herein and the plaintiff has also accepted the defendant's offer. As per that the plaintiff and the defendant were entered in to a registered sale agreement on 02.01.2024 which was registered in the office at Salem East No.1 Joint Sub Registrar's Office under Document No.18 of 2024. As per the Sale agreement dated 02.01.2024 the sale amount has been fixed as Rs.10,00,000/- (Rupees Ten Lakhs only) in which the plaintiff has also paid a sum of Rs.5,00,000/- which was also received by the defendant herein. The plaintiff and the defendant accepted that the Sale has to be completed within 11 months from the date of Agreement and as per that the Sale agreement ends on 02.11.2024. The plaintiff has approached the defendant on several times and demanded to execute the Sale deed. On 31.08.2024 the plaintiff has approached the defendant and demanded to execute the Sale deed in favour of the plaintiff but the defendant has evaded the same. Now the plaintiff came to know that the defendant is wantonly prolonging to execute the sale deed with an ill intention to defeat and defraud the plaintiff and his amount. Hence, the plaintiff has issued a legal notice on 04.09.2024 demanding the defendant to appear before the Sub Registrar's Office on 17.09.2024 to execute the sale deed by receiving the balance of sale consideration. The defendant wantonly returned the postal cover by stating that "Left" and the postal cover returned on 10.09.2024. The plaintiff is ready to get the Sale deed executed in his favour on 17.09.2024 and hence the plaintiff demanded the defendant to appear before the Salem East No.1 Joint Sub Registrar's Office on 17.09.2024 for executing the sale deed thereby receiving the balance of Sale consideration. The plaintiff has appeared before the Sub Registrar's Office with draft of

Sale deed and also with balance of consideration on 17.09.2024. The defendant has not appeared before the Sub Registrar's office, the plaintiff is unable to register the document. The plaintiff came to know that the defendant is now attempting to alienate and encumber the suit property to the third party to the higher value. Hence, the plaintiff has filed the suit for the relief of Specific Performance, or return of advance amount and permanent injunction with cost of the suit.

3 Written statement of defendant has not filed since he has been set exparte on 09.06.2025 in the Preliminary stage.

4. On the side of Plaintiff, the plaintiff Thiru.Dharmalingam was examined as PW1 and one third party witness Thiru.Myil Murugan who was attesor of the first witness in the sale deed was examined as PW2 and Ex.P1 to P5 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 return of advance amount and permanent injunction, directing the defendant to execute a sale deed in favour of the plaintiff in respect of the suit property within the time fixed by this court, after receiving the balance sale price and in the case of default by the defendant, the court may execute a sale deed in favour of the plaintiff on behalf of the defendant herein in respect of the suit property or the defendant may be ordered to return of advance amount with subsequent interest and restraining the defendant and their men from in anyway alienating and encumbering the suit property to the third parties by means of a permanent injunction and 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.A5 were marked through him. Ex.A1 is the registered Sale agreement executed between the Plaintiff and the defendant in Doc.No.18/2024 dated 02.01.2024, Ex.A2 is the Original Gift Settlement deed stands in the name of the defendant in Doc.No.1310/2023 dated 08.03.2023, Ex.A3 is the Legal notice issued by the plaintiff to the defendant dated 04.09.2024, Ex.A4 is the Postal returned cover and Ex.A5 is draft Sale deed executed by the defendant in favour of the plaintiff.

8. The defendant was called absent and set exparte on 09.06.2025. Ex.A1 to Ex.A5 were marked on the side of the plaintiff. Admittedly the defendant has not appeared before this court to disprove the case of the Plaintiff. The Ex.A1 and Ex.A2 were established that the defendant executed the Ex.A1 with an intention to execute the sale deed infavour of the plaintiff. From the Ex.A5 it reveals that the plaintiff was also ready and willing to perform his part of contract. Therefore, this court come to a conclusion that the plaintiff has proved his case. As there is no contra evidence available to disprove the case of the Plaintiff, in the considered opinion of this court, the Plaintiff is entitled for the relief as prayed for. Accordingly, the suit is decreed as prayed for. Thus, the point is answered in favour of the Plaintiff.

In the result the suit is decreed with cost. Thereby, 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.5,00,000/- before this court within a month thereafter. After depositing the balance sale price of Rs.5,00,000/- to the credit of the suit

and the plaintiff is entitled to get the sale deed in his favour by way of execution proceedings and the defendant is restrained from in any way alienating and encumbering the suit property to the 3rd persons by way of permanent injunction.

Dictated to the Steno-typist directly and computerized by her, corrected and pronounced by me in the open court, this the 13th day of October, 2025.

I Additional District Judge,
Salem.

Plaintiffs Side Witness:-

P.W.1 –Thiru.Dharmalingam

P.W.2 – Thiru.Myil Murugan

Plaintiffs side Exhibits:-

Ex.A1	02.01.2024	Registered Sale Agreement executed between the Plaintiff and the defendant in Doc.No.18/2024.	Original
Ex.A2	08.03.2023	Registered gift settlement deed stands in the name of the defendant in Doc.No.1310/2023	Original
Ex.A3	04.09.2024	Legal notice issued by the plaintiff to the defendant	Office Copy
Ex.A4	10.09.2024	Postal returned cover	Original
Ex.A5	17.09.2024	Draft Sale deed executed by the defendant in favour of the plaintiff.	Original

I Additional District Judge,
Salem.