



IN THE COURT OF THE SUBORDINATE JUDGE, ATTUR
(SALEM DISTRICT)

PRESENT: Thiru.S.Ganesan, B.Sc., M.A. B.L.,
Subordinate Judge, Attur.

Tuesday, this the 07th day of July 2026

O.S. No.49/2011

(CNR Number : TNSA120000342011)

Aiiavoo

.....

Plaintiff

// Versus //

***1) Ramasamy(died)**

2) Saraswathi

3) Arulmani

***4) Selvi**

.....

Defendants

(Plaint is amended as per Order in I.A.No.956/2016

Dated 20.10.2016)

This suit came before me on 23.06.2026 for final hearing in the presence of Thiru.V. Kumaravel, Learned Advocate for the Plaintiff and the 1st defendant died, Thiru.T. Subbarayan, Learned Advocate for the 2nd defendant, Thiru.T.Senthilkumaran, Learned Advocate for the 3rd defendant, 4th defendant called absent and set exparte and upon perusing the entire case records and both side arguments and having stood over for consideration, this court delivered the following

JUDGMENT

1) The suit has been filed by the plaintiff against the defendants, directing the defendants to execute the sale deed in pursuance of

the Sale Agreement dated 19.05.2011, after receiving the balance sale consideration, within such time as may be fixed by this Court, failing which the sale deed may be executed through due process of law, and for costs.

2) **Concise of the averments made in the amended Plaint is as follows:-**

3) The 1st defendant, the plaintiff's father-in-law, was the absolute owner of the suit properties, while Smt. Alamelu, the mother of the 2nd defendant, owned the property in Survey No. 5/1A3. Owing to their old age and inability to cultivate the lands, they agreed to sell their respective properties to the plaintiff for a total sale consideration of Rs.9,40,000/-, and received an advance of Rs.1,40,000/- on 16.05.2011, executing an unregistered agreement of sale on the same day. The plaintiff contends that the sale was to be completed within four months to facilitate harvesting of the standing crops and that he was always ready and willing to perform his part of the contract. However, during the subsistence of the agreement, the 1st defendant allegedly executed a sham and nominal settlement deed in favour of the 2nd defendant on 19.05.2011, which, according to the plaintiff, is not binding on him. Smt. Alamelu, however, executed a registered sale deed in favour of the plaintiff on 20.05.2011 in respect of her property.

4) Despite having knowledge of the prior agreement of sale, the 2nd defendant executed a sale deed in favour of the 3rd defendant on 23.05.2011, without genuine consideration, to defeat the plaintiff's contractual rights. The plaintiff issued legal notices calling upon the defendants to execute the sale deed and has consistently maintained that he is ready and willing to pay the balance sale consideration.. Hence, prayed to allow this suit.

5) **Written statement filed by the 1st Defendant**

6) The suit is false, frivolous, vexatious, unsustainable in law and on facts. All the averments stated in the plaint are false and hereby denied except those that are specifically admitted herein and the plaintiff is put to strict proof of the same.

7) The first defendant is the father-in-law of the plaintiff and the second defendant is the sister-in-law of the plaintiff. The third defendant is the bonafide purchaser of the suit properties comprised in Survey No.169/1 measuring 1.77.0 hectares (4.37 acres) and Survey No.1/6 measuring 1.03.5 hectares (2.56 acres), along with well, 5 H.P. motor pump set, electric service connection No.636, and all easement rights, purchased under registered Sale Deed dated 23.05.2011, Document No.1267/2011.

8) The first defendant was the absolute owner of the suit properties, and the plaintiff's claim based on an alleged unregistered agreement of sale dated 16.05.2011 is false, forged, and created for the purpose of filing the present suit. No sale consideration was paid, no valid agreement was executed, and no enforceable contract exists.

9) The alleged settlement deed dated 19.05.2011 in favour of the second defendant and the subsequent registered sale deed dated 23.05.2011 in favour of the third defendant are valid, bona fide, and binding documents executed for lawful consideration. The allegations of coercion, collusion, or fraud are false, baseless, and denied.

10) The plaintiff has no cause of action to institute the present suit, and the suit has been filed suppressing material facts and after execution of valid registered documents. Hence, it is prayed to dismiss the suit with costs.

11) **Written statement filed by the 2nd Defendant:**

12) The suit filed by the plaintiff is false, frivolous, vexatious, fictitious, and unsustainable in law and on facts.

13) The defendant does not admit any of the allegations stated in the plaint except those that are specifically admitted herein, and the plaintiff is put to strict proof of the same. The averments in the plaint are vague, defective, and do not disclose the true facts of the case. The plaint does not establish a prima facie case and is not maintainable in law.

14) The relationship between the plaintiff and defendants as stated in para No.3 of the plaint is admitted. It is true that the suit properties absolutely belong to the first defendant. However, it is false to state that the property bearing S.No.5/1A3, Govindampalayam Village, Attur Taluk is otherwise. It is further false to allege that the first defendant became old and senile and was unable to carry on agriculture, and that he and his wife, Smt. Alamelu, jointly offered their properties for sale, and that the plaintiff and second defendant competed to purchase the same. It is also false to state that the plaintiff agreed to purchase the suit properties for a sum of Rs.9,46,000/- and paid Rs.1,40,000/- as advance on 16.05.2011, and that an unregistered agreement of sale was executed on the same day in the presence of attestors.

15) The averments in para No.4 of the plaint are false and denied. It is false to state that the duration of the alleged agreement was fixed as four months from 16.05.2011 for harvesting crops. It is also false and imaginary to state that the plaintiff agreed due to close relationship between the parties though he was affluent and capable of completing the sale immediately. It is further false to allege that the second defendant was aware of the transaction, became envious, and coerced the first defendant to execute

a sham and nominal settlement deed. The alleged settlement deed is valid and binding and cannot be questioned by the plaintiff.

16) The averments in para No.5 of the plaint are false and denied. It is false to allege that a sale deed was executed in favour of the plaintiff on 20.05.2011. It is also false to state that the first defendant executed a sham settlement deed in favour of the second defendant on 19.05.2011 to defeat the alleged agreement of sale. All such allegations are invented and denied.

17) The averments in para No.6 of the plaint are false. It is incorrect to state that the plaintiff demanded execution of sale deed on 24.05.2011 or sought possession of the suit properties. It is also false that any notice was issued restraining alienation. The settlement deed dated 19.05.2011 and sale deed dated 23.05.2011 are valid and binding documents.

18) The contentions in para No.7 of the plaint are imaginary and denied. It is false to allege that the second defendant executed the sale deed in favour of the third defendant without consideration or with mala fide intention. The sale deed dated 23.05.2011 is a valid, registered, and for valuable consideration, and binds the plaintiff.

19) The averments in para No.8 of the plaint are denied. It is false to state that the defendants created documents to defeat the alleged agreement of sale. The plaintiff is not entitled to enforce any alleged contract dated 16.05.2011.

20) The alleged cause of action is false, imaginary, and denied. The alleged agreement of sale dated 16.05.2011 is a forged and fabricated document and does not bind the defendants. The settlement deed dated 19.05.2011 executed by the first defendant in favour of the second defendant

is a valid document executed out of love and affection and is binding in law. The sale deed dated 23.05.2011 executed in favour of the third defendant is also valid and for valuable consideration. The plaintiff, with mala fide intention, has created false documents and filed this suit. Hence, it is prayed to dismiss the suit with costs.

21) **Written statement filed by the 3rd Defendant:**

22) The Plaintiff is false, frivolous, vexatious, fictitious and unsustainable in law and on facts. The Defendant does not admit any of the allegations stated in the Plaintiff, except those that are specifically admitted herein, and put the plaintiff to strict proof of the same. The averments of the plaintiff are foggy, flawed, and stifled the facts of the case. The Plaintiff has no Prima facie, hence it is not maintainable.

23) The relationship between the parties as stated in para No.3 of the plaintiff is admitted. It is true that the suit properties originally belonged to the first defendant. However, it is false to allege that the first defendant became old and senile or unable to carry on agriculture, or that he and his wife Smt. Alamelu jointly offered their properties for sale and that the plaintiff and second defendant competed to purchase the same. It is also false that the plaintiff agreed to purchase the properties for Rs.9,40,000/- and paid Rs.1,40,000/- as advance on 16.05.2011, and that an unregistered agreement of sale was executed on that date.

24) The averments in para No.4 of the plaintiff are false and denied. It is false to state that the agreement period was fixed as four months or that the plaintiff agreed due to close relationship between the parties. It is further false to allege that the second defendant was aware of the transaction, became envious, and coerced the first defendant to execute a sham settlement

deed. The alleged settlement deed is valid and binding. The allegations in para No.5 of the plaint regarding execution of a sale deed dated 20.05.2011 and alleged fraudulent settlement deed dated 19.05.2011 are false and denied.

25) The averments in para No.6 of the plaint are false. It is incorrect to state that the plaintiff was always ready and willing to perform his part of the contract or that he demanded execution of sale deed on 24.05.2011. It is also false that any notice was issued restraining alienation of the suit properties.

26) The contentions in para No.7 of the plaint are imaginary and denied. It is false to allege that the second defendant executed the sale deed in favour of the third defendant without consideration or to defeat the alleged agreement. The registered sale deed dated 23.05.2011 is valid, for valuable consideration, and binding. The settlement deed dated 19.05.2011 and the sale deed dated 23.05.2011 are valid documents not affected by the alleged agreement of sale dated 16.05.2011.

27) The averments in para No.8 of the plaint are denied. It is false to state that the defendants created multiple documents to defeat the alleged agreement of sale. The plaintiff has no enforceable right under the alleged agreement. The cause of action pleaded in the plaint is false, imaginary, and denied.

28) The second defendant sold the suit properties to the third defendant for valuable consideration after due verification of title and encumbrances, and the third defendant is a bonafide purchaser. The alleged agreement of sale dated 16.05.2011 is a forged document created after the settlement deed. The plaintiff has no right over the suit properties, and the suit is liable to be dismissed with costs.

29) Additional written statement filed by the 3rd defendant:

30) The third defendant, in his written statement, clearly stated in Para 11 that the sale agreement filed by the plaintiff is a forged one and it was created after the settlement deed executed in favour of the second defendant. Now, the plaintiff, in his additional proof affidavit in Para 2, has stated that after the completion of his evidence, the said signature will be sent for expert opinion. As per law, the plaintiff is bound to take necessary steps to send the alleged sale agreement dated 16.05.2011 to an expert for proving the genuineness of the signatures found in the said agreement. Hence, in the interest of justice, the plaintiff may be directed to send the alleged sale agreement to an expert for proving the genuineness of the signature of the first defendant in the said agreement.

31) Apart from that, the plaintiff has neither pleaded nor valued nor paid court fee, and has not sought the relief of declaration regarding the validity of the gift settlement deed dated 19.05.2011 executed by the first defendant in favour of the second defendant, and the sale deed dated 23.05.2011 executed by the second defendant in favour of the third defendant. Hence, the suit itself is liable to be dismissed in-limine.

32) Knowing fully well about the said sale deed dated 23.05.2011 executed by the second defendant in favour of the third defendant, the plaintiff issued a legal notice dated 25.05.2011 only to the second defendant and not to the third defendant, before filing this suit on 30.05.2011.

33) In fact, there is no recital in the alleged sale agreement that the duration of the agreement was fixed as four months from 16.05.2011 in order to enable harvesting of the existing crops. The plaintiff was neither ready nor willing to perform his part of the contract on the basis of the

alleged sale agreement.

34) By recognizing the absolute title and lawful possession and enjoyment of the third defendant in the suit properties described in the sale deed dated 23.05.2011, as the absolute owner, the name transfer was effected by the Revenue Department in favour of the third defendant. Accordingly, all revenue records stand in favour of the third defendant, which were never objected to by the plaintiff at any time. Since the alleged sale agreement is not genuine and appears to have been created for the purpose of filing this false, untenable and unsustainable suit, it is prayed that the suit may be dismissed with costs.

35) On gingerly and circumspectly ransacked into the pleadings adduced by the both parties, the following issues were formulated by predecessor in Office on 22.07.2013, this court for proper and complete adjudication of the suit, which would run thus:

36) Issues:

1)	16.05.2011ம் தேதியிட்ட தாவா கிரய ஒப்பந்தப்பத்திரம் உண்மையானதா அது செல்லத்தக்கதா?
2)	வாதி கோரும் "ஏற்றதை ஆற்றுக" பரிகாரம் வாதிக்கு கிடைக்கத்தக்கதா?
3)	வாதி கோரும் இதர பரிகாரம் யாது?

Additional Issues framed on 20.11.2015

1)	<i>Whether the sale agreement is forged and concocted one?</i>
----	--

37) On the side of the Plaintiff, the plaintiff examined himself as PW.1. Ex.A1 to Ex.A5 were marked through PW.1. On the side of defendants, the 2nd defendant Saraswathi examined herself as DW.1 and no documents

were adduced.

38) The learned counsels for the plaintiff and defendants orally argued the case of their legal pleas in this case. The learned counsel for the plaintiff submitted by the written arguments. The learned counsel for the 2nd defendant submitted authorities in support of arguments. Based upon the same and in light of the same and on basis of the oral as well as documentary evidence, the following issues are answered as follows:-

39) Authorities filed by the 2nd defendant:

<i>Sl.No.</i>	<i>Citation</i>	<i>Ratio</i>	<i>Remarks</i>
1	2024(3)MWN (Civil) 717 in the Hon'ble High Court of Madras	<i>Evidence Act, 1872 (1 of 1872), Section 101 - Burden of Proof - Plaintiff to prove facts stated in plaint independently - plaintiff cannot project weakness in Defendant's case.</i>	Followed
2	2024(2)MWN (Civil) 155 in the Hon'ble High Court of Madras, (Madurai Bench)	<i>Section 3 - "Attestation" - Object, meaning & reason - Purpose of attestation is to protect Executant from executing under force, fraud or undue influence - Will and Settlement are documents that require compulsory attestation - As per Indian Evidence Act, Court, adjudging validity of document, can call upon one Attestor to prove its execution - Held, except in cases of a Will, such procedure execution of document is not specifically denied.</i>	Followed

40) Issue No.1 & Additional Issue No.1

41) The Issues No.1 and additional issue no. 1 are interlinked and intertwined, hence issue No.1 and additional issue no. 1 are taken up

together for the purpose of answering.

42) In order to evince and substantiate the case of the Plaintiff, PW1 had deposed in his Proof Affidavit as stated in the Plaint. Ex.A1 is the Sale agreement deed executed by the 1st Defendant in favour of the Plaintiff dated 28.11.2018, Ex.A2 is the Sale deed in favour of the plaintiff executed by Alamelu, Ex.A3 is the Legal Notice issued to the 1st and 2nd defendants by the plaintiffs counsel, Ex.A4 is the Postal Receipts addressed to the 1st and 2nd defendants and Ex.A5 is the Sale Agreement executed by the 2nd defendant in favour of the 3rd defendant were marked through PW1. The Plaintiff was examined as PW.1 and he deposed his evidence as the same in the plaint averments.

43) On perusal of records, it reveals that the suit has been filed against the Defendants for the relief of Specific Performance. The plaintiff filed the suit for Specific Performance of contract based upon the unregistered Sale Agreement. The total sale consideration is fixed Rs.9,40,000/-. The advance amount paid was Rs.1,40,000/-. The time for performance of contract is 4 months . Therefore, the sale agreement executed on 16.05.2011. The legal notice issued on 25.05.2011 as per Ex.A3.

44) The plaintiff has to prove the execution, signature, and passing of consideration of the sale agreement through oral as well as documentary evidence. Here, the 1st defendant denied the execution of the sale agreement and also stated that it is sham and nominal and was obtained under coercion. This being an unregistered sale agreement, the plaintiff has to prove the execution and attestation and also the signature of the 1st defendant in Ex.A.1.

45) While so, the plaintiff has averred that the parties are close

relatives. Furthermore, in continuation of the sale agreement, the 1st defendant's wife Alamelu, who is none other than the mother-in-law of the plaintiff, executed a sale deed on 20.05.2011 in respect of S.No.5/1A3. Furthermore, there is no recital in the sale deed stating that the sale deed was executed in continuation of the sale agreement. Since there is no such recital in the sale deed, it cannot be presumed that the sale deed executed by Alamelu in favour of the plaintiff is a continuation of the sale agreement. Therefore, from that document, this Court cannot infer that there was any part performance made in pursuance of the sale agreement. Thereby, the same cannot be taken advantage of by the plaintiff. Further, the relationship between the parties is also taken into consideration.

46) Furthermore, the plaintiff, except himself, has not examined any further witness so as to prove the execution, signature, and passing of consideration of Ex.A.1. When the defendants raised a plea that the sale agreement has been fabricated after knowing the sale deed executed by the 1st defendant in favour of the 2nd defendant on 23.05.2011, such a plea cannot be thrown away at the threshold in the given circumstances.

47) So, as per Section 68 of the Evidence Act, at least one attesting witness has to be examined to prove the execution and signature of the defendants. Therefore, the authorities cited by the 2nd defendant perfectly hold good in the given facts and circumstances. Hence, non-examination of the attestor or the scribe is fatal to the plaintiff's case.

48) Further, the defendants denied the signature. While so, the plaintiff has to disprove the contention that the defendants have executed the sale agreement for the purpose of selling the properties. While so, the plaintiff did not take any steps to send the admitted signature of the 1st

defendant along with the signature in Ex.A.1 for comparison. But, the plaintiff failed to do so within the reasonable opportunity. Thereby, the plaintiff has failed to discharge the burden cast upon him as per Section 101 of the Evidence Act. As per Section 101 of the Evidence Act, the plaintiff has to prove his case. Only after discharging the burden, the burden of disproving will be cast upon the defendants. Furthermore, the plaintiff cannot take advantage of the case of the defendants. The plaintiff has to prove his case on his own strength. As rightly pointed out by the 2nd defendant.

49) 2024(3)MWN (Civil) 717 in the Hon'ble High Court of Madras

Evidence Act, 1872 (1 of 1872), Section 101 - Burden of Proof - Plaintiff to prove facts stated in plaint independently - plaintiff cannot project weakness in Defendant's case.

50) Hence, the above authority is squarely applicable to the facts and circumstances of this case. Thereby, the plaintiff has failed to prove the attestation signature and execution of Ex.A.1.

51) Coming to the aspect of the terms of the sale agreement a total sale considerations of Rs.9,40,000/- and advance is Rs.1,40,000/- while so, the balance is only Rs.8,00,000/- but in the plaint it is mentioned as Rs.5,95,000/-

52) While so, the plaintiff categorically admits in the cross examination that,

“என்னுடைய ஒப்பந்தப்படி மீதி கிரய தொகை 8 லட்சம் என்ற தொகையில் வழக்குரையில் மீதி தொகை 5.95 லட்சம் என்று சொல்லியுள்ளது முன்னுக்கு முரணாக உள்ளது

என்று சொன்னால் கிரயம் செய்து விட்டதால் அவ்வாறு சொல்லியுள்ளேன். என்னுடைய கணக்குபடி வைத்துக் கொண்டால் கூட 8 லட்சத்தில் 3.45 லட்சத்தில் கழித்தால் 4.55 லட்சம் தான் வரும் என்றும் ஆனால் வழக்குரையில் 5.95 லட்சம் என்று உள்ளது எதன் அடிப்படையில் என்றால் மொத்தத்தில் 45 லட்சத்திற்கு கிரயம் பேசப்பட்டது. என்று சாட்சி சொல்கிறார்.”

53) Further more, it is averred that, the total sale consideration is Rs.45,00,000/- But, the sale agreement arose only Rs.9,40,000/- . in the plaint it is stated that the relief claim is only for Rs.5,95,000/-. So it is totally contra to the relief claimed and the sale consideration. Further more, the balance sale consideration is Rs.8,00,000/- as per the previous sale deed dated :20.05.2011 for Rs.3,45,000/-.

54) While so, the balance sale consideration is only Rs.4,55,000/-. But, the claim has been wrongly assessed as if the sale consideration is Rs.5,95,000/-. So, the plaintiff has wrongly assessed the value of the relief claimed and the court fee paid. Therefore, the valuation is incorrect and the court fee is also incorrect.

55) The plaintiff has filed the suit for specific performance based upon the sale agreement. While so, for the cause of action, compliance with Section 16(c) of the Specific Relief Act is mandatory. But, the plaintiff has caused the legal notice on 19.05.2011. However, no proof of service has been filed. The suit has been filed without establishing whether the legal notice was served upon the defendants or not. While so, without service of the legal notice, only when the defendants refuse to come forward for execution of the sale deed, the cause of action will arise. But, no acknowledgment card has been produced.

56) While so, the plaintiff categorically admits in the cross

examination that,

“நான் அனுப்பிய வழக்கறிஞர் அறிவிப்பை 1,2 பிரதிவாதிகள் பெற்றுக்கொண்டார்கள் என்பதற்கான ஒப்புகை அட்டையை நீதிமன்றத்தில் ஒப்படைக்கவில்லை என்று சொன்னால் சரிதான். வழக்கறிஞர் அறிவிப்பு சார்வு ஆவதற்கு முன்பாகவே 30.05.2011 ல் வழக்கு தாக்கல் செய்யப்பட்டுள்ளது என்றால் சரிதான். மேற்படி வழக்கறிஞர் அறிவிப்பில் எந்த ஒரு தேதியை குறிப்பிட்டு சார்பதிவாளர் அலுவலகம் வருமாறு குறிப்பிட்டு சொல்லவில்லை. அதே போல மீதி கிரய தொகையை செலுத்தி கிரயம் செய்துக்கொள்ள நான் தயாராக இருந்ததாக எனது வழக்கறிஞர் அறிவிப்பில் சொல்லவில்லை .”

57) Therefore, Section 16(c) of the Specific Relief Act has not been complied with. Further more, the plaintiff failed to filed lodgment schedule so as to prove the readiness and willingness of the sale agreement for balance sale consideration. Therefore there is no cause of action for the suit aroused.

58) Further, the plaintiff knew that the property was already sold. Further, at the time of filing of the suit itself, the revenue records were mutated in the names of the third parties. While so, the plaintiff has not sought any relief for cancellation of the sale deed or settlement deed along with the relief claimed.

59) While so, the plaintiff categorically admits in the cross examination that,

" அந்த சட்ட அறிவிப்பில் கண்டுள்ள 2 வது நபர் சரஸ்வதி என் மனைவியின் சகோதரி. கிரய ஒப்பந்தத்திற்கு பின்னிட்டு நடைமுறைப்படுத்தாத பெயரளவிற்கான ஒரு தான செட்டில்மெண்ட் பத்திரத்தை எழுதி பெற்றுள்ளதாக

சொல்லியுள்ளேன் என்றால் சரிதான். சட்ட அறிவிப்பில் சொல்லப்பட்டாலும் அந்த தான செட்டில்மெண்ட் பத்திரத்தை குறித்து செல்லாது என்று எவ்விதமான பரிகாரமும் கோரவில்லை என்றும் அதற்குரிய நீதிமன்ற கட்டணமும் நான் செலுத்தவில்லை என்றால் சரிதான். "

60) Furthermore, the plaintiff admits that he knew about sale deed, executed by the 1st defendant in favor of the 2nd defendant and also the execution of sale deed in his favour on 20.05.2011 before issuance of the legal notice. Therefore, there is non disclosed of material facts regarding the part performance and also the alleged alienation during the substance of sale agreement by the defendants.

61) While so, the plaintiff categorically admitted in the cross examination that,

"வாசாஆ.1 ல் கிரய தொகை ரூ.2,40,000/- என சொல்லப்பட்டது என்றால் சரிதான். மேற்படி நான் கிரயம் பெற்ற பத்திரத்திலும், வழக்குரையிலும் ஒப்பந்தப்படி தான் கிரயம் பெற்றேன் என்ற வாசகம் இல்லை என்றால் சரிதான். அந்த சொத்து குறித்து நான் கிரயம் பெற்றுவிட்டதால் அதை வழக்கில் குறிப்பிடவில்லை. பிரதிவாதிகள் சொல்லியுள்ள ஆவணங்களான தான பத்திரம் மற்றும் கிரய பத்திரம் செல்லாது என நான் எவ்வித பரிகாரமும் கோரவில்லை. என் மனைவி அவரது பெற்றோர் சொத்துக்கள் குறித்து பாக பிரிவினை வழக்கு தாக்கல் செய்யவில்லை."

62) Therefore, without seeking the cancellation of the settlement deed the suit itself become futile. Furthermore, the plaintiff categorically admitted that he sold the property obtained from Alamelu to third party. Furthermore, the sale deed obtained from the Alamelu is not found place in

sale agreement. Thereby, by compiling all these facts the plaintiff has not sought any expert opinion about the signature comparison.

"மேற்படி வாசாஆ.1 போலியானது என எதிர் வழக்குரையில் பிரதிவாதிகள், சொல்லியிருந்தும் அதை நிரூபிக்க நான் கையெழுத்து நிபுணருக்கு ஆவணத்தை அனுப்ப நான் நடவடிக்கை எடுக்கவில்லை என்றால் இதுவரை நாங்கள் அந்த ஆவணத்தை அனுப்பவில்லை. வாசாஆ 1 மொத்த சொத்துக்கள் 10.86 ஏக்கர் ஆகும். மேற்படி ஒப்பந்த தேதியிலேயே மேற்படி சொத்துக்கள் சுமார் 40 லட்சத்திற்கு மேல் இருக்கும் என்றால் நான் பேசியதே ரூ.47,00,000/- ஆகும்."

63) Therefore, the suit sale agreement is concocted one and there is no consideration has been passed and it is fabricated to win over the documents executed by the 1st defendant under vengeance due to family dispute revealed from the evidence and admission of PW.1. Thereby, the plaintiff failed to prove the sale agreement and the signature and also intention to sell the property. Hence, this court finds that the issues No. 1 and additional issue No.1 against the plaintiff and answered accordingly.

64) **Issue No.2**

65) As per the findings arrived at above, the plaintiff miserably failed to prove the Ex.A.1. Further more, the plaintiff failed to alleged and prove the readiness and willingness to perform his part of contract. Thereby, this court complying sec 16 (c) of the specific relief act the plaintiff case automatically fails.

66) It is pertinent to note that, as per Section 54 of the Transfer of Property Act, 1882:, the plaintiff has no right over the properties based

upon the sale agreement.

67) For proper understanding the Section has been reproduced as follows:

68) 54. "Sale" defined.—

"Sale" is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

Sale how made.—

Such transfer, in the case of tangible immovable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument.

In the case of tangible immovable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property.

Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.

Contract for sale.—

A contract for the sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties.

It does not, of itself, create any interest in or charge on such property.

69) Thereby, merely execution of the sale agreement by itself will not give rise to any right over the properties. Thereby, the plaintiff is not entitled to the relief of specific performance of the contract. Furthermore, the plaintiff has not sought the relief of refund of the advance sale consideration. In any event, the relief for refund of the advance sale consideration has also become barred by limitation due to the efflux of time. Therefore, the plaintiff is not entitled to the relief of specific performance as prayed for in the suit. Hence, Issue No.2 is answered accordingly.

70) Issue no. 3

71) In view of the findings recorded on Issues No.1 & 2, and Additional Issue No.1, the plaintiff is not entitled to any of the reliefs sought in the suit. Consequently, the suit is liable to be dismissed. Hence, Issue No.3 is answered accordingly.

72) *In the result, the suit is dismissed. Considering the relationship between the parties, there shall be no order as to costs.*

Dictated by me to the Steno-Typist, computerized by him directly to my dictation, corrected and pronounced by me in the open Court, this the 07th day of July 2026.

Subordinate Judge,
Attur.

Witness on the side of Plaintiff:-

PW.1- Thiru.Ayyavoo- Plaintiff

Exhibits on the side of Plaintiff:-

Ex.A1	16.05.2011	Sale Agreement executed by the 1 st defendant in favour of the plaintiff - Original
Ex.A2	20.05.2011	Sale deed in favour of the plaintiff executed by Alamelu - Original
Ex.A3	25.05.2011	Legal Notice issued to the 1 st and 2 nd defendants by the plaintiffs counsel - Office Copy
Ex.A4	24.05.2011	Postal Receipts addressed to the 1 st and 2 nd defendants.- Original
Ex.A5	23.05.2011	Sale Agreement executed by the 2 nd defendant in favour of the 3 rd defendant - Certified copy

Witness on the side of Defendants:-

DW1- Tmt. Saraswathi - 2nd defendant

Exhibits on the side of Defendants: NIL

Subordinate Judge,
Attur.

***Draft/Fair Judgment
in
O.S.No.49/2011
Dated: 07.07.2026
Sub-Court, Attur***