



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

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

Monday, dated this 06th day of April 2026

O.S.No.38/2013

R.Kannan

.....

Plaintiff

// Versus //

1) N. Ramalingam

2) R. Selvi

3) *R. Ajithkumar

.....

Defendants

*(Plaint is amended as per Order in I.A.No.04/2025
Dated 29.04.2025)*

*(Plaint is amended as per Order in I.A.No.712/2021
Dated 28.06.2022)*

This suit came before me on 18.03.2026 for final hearing in the presence of Thiru.R.Arumugam, Learned Advocate for the Plaintiff and Thiru.S.Thirumavalavan, Learned Advocate for the 1 to 3 defendants, 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 is filed by the Plaintiff against the Defendants to directing the 1st defendant to execute the sale deed on behalf of the 2nd and 3rd

minor defendants also in favour of the plaintiff or to his order in respect of the suit properties without any encumbrance after receiving the balance sale price of Rs.49,000/- in a stipulated period and if the defendants failed to do so, to execute the sale deed in favour of the plaintiff and register the same or in the alternate to pass a decree for Rs.5,30,662.50 being the advance amount with 9% interest and subsequent interest payable by way of damages and costs by the defendants to the plaintiff and to create a charge over the suit properties for due payment of the amount decreed as an alternative relief and for cost.

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

3) The 1st defendant offered to sell the suit property to the plaintiff. The plaintiff also agreed the offer and negotiated the sale and fixed the sale price as Rs. 4,99,000/-. On 14.03.2011, the Plaintiff and the Defendants have entered into an agreement for sale. Thereby, the Defendants agreed to sell the suit properties to the Plaintiff which is more fully described hereunder in the schedule for the valuable consideration of Rs. 4,99,000/- (Rupees four Lakhs and ninety nine thousands only). On the above said date, the Plaintiff paid to the Defendants a sum of Ra.4.50.000/- (Rupees four lakhs and fifty thousands only) as an advance payment towards part of the sale consideration of the said sale agreement. The 1st defendant signed the sale agreement on behalf of the 2nd and 3rd minor defendants also, since the 2nd and 3rd minor defendants are under the care and custody of the 1st defendant. The Defendants received the advance amount from the Plaintiff. The said sale agreement was reduced into writing on 14.3.2011 and the same had been registered in Thalavivasal Sub Registrar Office. Further,

the 1st defendant handed over the original document of sale deed dated 21.7.2008 and Registered partition deed dated 23.07.2008 to the plaintiff since the major portion of sale price paid to the defendants by the plaintiff.

4) On the date of the sale agreement, it was agreed that the Plaintiff has to pay the balance sale consideration of Rs.49,000/- (Rupees forty nine thousands only) within 2 years and to get the sale deed executed at the Plaintiff's cost. Though the Plaintiff is always ready and willing to perform and he is able to perform his part of the sale consideration of Ra.49,000/- even from the date of the said agreement.

5) The Plaintiff approached the Defendants in person and intimated his readiness and willingness and further requested the 1st defendant to execute the sale deed after receiving the balance sale consideration. But the Defendants are evading by saying false excuses. Hence on 03.08.2012, the Plaintiff sent a legal notice to the 1st Defendant through his Advocate stating that the Plaintiff is ready and willing and is able to perform his part of the contract by paying the balance of the sale consideration and get the sale deed executed at the Plaintiff's cost. The 1st Defendant received notice on 07.08.2012. After receiving the notice, the 1st defendant agreed to execute sale deed in favour of the plaintiff with in a short period but the defendants are not come forward either to execute the sale deed in favour of the plaintiff as agreed. But in contra, the 1st Defendant issued reply notice on 11.03.2013 by falsely stating that this suit sale agreement is loan transaction.

6) As stated earlier, the plaintiff is ready and willing and is able to pay the balance sale consideration of Rs.49,000/- (Rupees forty nine thousands only) to the Defendants and ready to get sale deed at the Plaintiff's cost.

7) During the pendency of the suit the 3rd minor defendant is attained Majority. So, the 3rd defendant also liable to execute a sale deed in favour of the plaintiff along with the other defendants. Hence, the plaintiff prayed to direct the defendants to receive the balance sale consideration of Rs.49,000/- (Rupees forty nine thousands only) and to execute the sale deed in favour of the Plaintiff or to his order at Plaintiff's coat and to pass a decree, if the Defendants failed to do so, this court may kindly be pleased to execute the sale deed in favour of the Plaintiff at his own cost. In case this court for any reason is not inclined to decree for specific performance it is just and necessary to pass an alternative decree for return of advance amount with interest at the rate of 9% per annum by way of damages. The plaintiff is very particular about the relief of specific performance only. The alternative relief is prayed only as abundant caution to prevent other legal disabilities. Hence, prayed to allow this suit.

8) **Written statement filed by the Court Guardian Advocate (2nd and 3rd Defendants)**

9) The suit is not maintainable in Law. The defendant does not admit any of the allegations except those that are specifically admitted herein and the plaintiff is put to strict proof of the same.

10) Averments made in para no. 3 to 8 are totally false. The sale agreement dated 14.03.2011 has been fabricated for the purpose of defrauding the minor and their interest. The suit has been filed for that purpose only.

11) The sale agreement dated 14.03.2011 will not bind the minor defendants and they did not execute any such sale agreement.

12) There is no averments regarding the sale agreement was executed on behalf of the minor further only to defraud the rights of the

minor defendants, the plaintiff and 1st defendant joint together and executed the sale agreement. Further more, the advance of Rs.4,50,000/- was not given or spent to the welfare of the minor defendants or for the studies of the minor. Further more, the amount was not all deposited for the maintenance of the minors in any bank or deposits. Hence, the averments made para 4 , 5, 6 will not bind the minors. The sale agreement dated 14.03.2011 will not bind the minors. Since the agreement has created the purpose of defrauding the rights of the minor defendants. The sale agreement is not legal one.

13) Further, the 2, 3 defendants have got partition right over the property. Therefore the sale agreement is not binding these defendants. Hence, the sale agreement dated 14.03.2011 will not bind the minors. Hence, prayed to dismiss the suit with costs.

14) **Written statement filed by the 1st Defendant:-**

15) This suit is false, frivolous, vexatious and unsustainable in law and on facts. This defendant does not admit any of the allegations stated in the plaint except those that are specifically admitted herein and the plaintiff is held liable to strict proof of the same.

16) It is false to say that the first defendant offered to sell the suit property to the plaintiff. It is false to say that the plaintiff also agreed the offer and negotiated the sale and fixed the sale price as Rs 4,99,000/- It is false to say that on 14.03.2011 the plaintiff and the defendants have entered into an agreement for sale, thereby the defendants agreed to sell the suit properties to the plaintiff, which is morefully described hereunder in the schedule for the valuable consideration of Rs.4,99,000/- It is false to say that on the above said date the plaintiff paid to the defendants a sum of Rs.4,55,000/- as an advance payment towards part of the sale consideration of the said sale agreement. It

is false to say that the first defendant signed the sale agreement on behalf of the 2nd and 3rd minor defendants also since the 2 and 3 minor defendants are under the care and custody of the 1st defendant. It is false to say that the defendant received the advance amount from the plaintiff. It is false to say that the said sale agreement was reduced into writing on 14.03.2011 and the same had been registered in Thalaivasal Sub Registrar Office. It is false to say that the 1st defendant handed over the original document of sale deed dated 21.07.2008 and registered partition deed dated 23.07.2008 to the plaintiff and it is false to say that the major portion of the sale price paid to the defendants by the plaintiff.

17) It is false to say that on the date of the sale agreement. It was agreed that the plaintiff has to pay the balance sale consideration of Rs.49,000/- within two years and to get the sale deed executed at the plaintiff's cost it is false to say that through the plaintiff is always ready and willing to perform and he is able to perform his part of the sale consideration of Rs.49,000/- even from the date of the said agreement.

18) It is false to say that the plaintiff approached the defendants in person and intimated his readiness and willingness and further requested the 1st defendant to execute the sale deed after receiving the balance sale consideration. It is false to say that the defendant is evading by saying false excuse. It is false to say that on 03.08.2012 the plaintiff sent a legal notice to the 1st defendant through his advocate stating that the plaintiff is ready and willing and is able to perform his part of the contract by paying the balance of the sale consideration and get the sale deed executed at the plaintiff's cost. It is false to say that the 1st defendant received notice on 07.08.2012 after receiving the notice the 1st defendant agreed to execute sale deed infavour of

the plaintiff within a short period but the defendants are not come forward either to execute the sale deed infavour of the plaintiff as agreed. It is false to say that the defendants issue reply notice on 11.03.2013 by falsely stating that this suit sale agreement is loan transaction.

19) The 1st defendant demanded Rs.3,00,000/- as loan from the plaintiff in the year of 2011 week end of February. As per the above said demand, the plaintiff has lent Rs.1,80,000/- to the 1st defendant on 03.03.2011. Before 10 days of the above said transaction, the plaintiff gave Rs.20,000/- worth of turmeric seed to the 1st defendant for agricultural purpose. So as per the above said date of 03.03.2011, the 1st defendant bound to repay the total amount of Rs.2,00,000/- (Rupees Two Lakhs only) to the plaintiff. In the above said date, the plaintiff has agreed that the remaining loan amount of Rs.1,00,000/- will be paid later to the 1st defendant. The above said conditions were agreed by both the plaintiff and the 1st defendant. But the plaintiff insisted and demanded the 1st defendant to execute a sale agreement deed regarding the suit property in favour of the plaintiff on 14.03.2011 for guarantee of the above said loan amount. Later on 06.07.2011, the plaintiff has lent the remaining loan amount of Rs.1,00,000/- to the 1st defendant as agreed above. So far the above transactions, the 1st defendant bound to repay Rs.3,00,000/- to the plaintiff as loan as agreed both the plaintiff and the 1st defendant, in the above said versions, the deed of sale agreement dated 14.03.2011 is the fully guarantee deed of loan amount of Rs. 3,00,000/- which has been borrowed by the first defendant from the plaintiff.

20) In the above said circumstances, the 1st defendant never offered and never agreed to sell the suit property and also never fixed the sale price of Rs.4,99,000/- to the plaintiff. The 1st defendant and his minor

daughter and son were never received part of the sale consideration of Rs.4,50,000/- from the plaintiff on 14.03.2011 as alleged by the plaintiff.

21) The defendants never agreed that the plaintiff has to pay the balance sale consideration of Rs.49,000/- within two years and to get sale deed at the plaintiff's cost. The above said limitation of two years has been fixed by both the plaintiff and defendants were to repay the above said hand loan of Rs.3,00,000/- to the plaintiff by the defendants. Before this suit, the defendants were tried to repay the part payment of the above said debt amount with neighbours, but the plaintiff objected to receive the above said part payment of the above said loan amount and demanded and threatened the defendants to repay the full debt amount immediately, otherwise he will approached court of law and deposit the remaining sale price before the court and get sale deed from the court. The plaintiff never approached the defendants in person and intimated his readiness and willingness and further request to execute the sale deed after receiving the balance sale consideration.

22) The plaintiff falsely issued a legal notice to the 1st defendant on 03.08.2012. For that notice, the 1st defendant issued suitable reply notice to the plaintiff on 11.03.2013. The above said reply notice may be treated as part of this written statement. The original documents were handed over by the 1st defendant to the plaintiff for the purpose of guarantee of the above said debt amounts on the insistent of the plaintiff. In the above said circumstances the plaintiff is not to get any decree regarding their prayer of the plaint. The cause of action of the suit is not correct one. The value of the suit is not correctly valued and the provisions of court fee paid is not correct one. This first defendant has reserve his right to file additional written statement regarding this suit. In the above said circumstances the other

applications along with the plaint are not maintainable one and also the value of the land higher the value of the agreement deed. The above said sale agreement were created on convenient of the plaintiff circumstances, by the plaintiff. The above suit has been filed by the plaintiff for grab the suit property with ulterior motive with the very low price. Hence prayed to dismiss the suit.

23) **Later after attaining majority of 2nd and 3rd defendants adopted the written statement filed by the 1st defendant.**

24) On gingerly and circumspectly ransacked into the pleadings adduced by the both parties, the following issues were formulated by predecessor in Office on 06.03.2015, this court for proper and complete adjudication of the suit, which would run thus:

1)	14.03.2011ம் நாளிட்ட தாவா கிரய உடன்படிக்கை விற்கிரயபத்திரம் உண்மையானதா? அது செல்லத்தக்கதா?
2)	தாவா சொத்தை பொறுத்து வாதினோரும் ஏற்றதை ஆற்றுக பரிகாரம் வாதிக்கு கிடைக்கத்தக்கதா?
3)	தாவா சொத்தை பொறுத்து வாதி கோரும் மாற்றும் பரிகாரம் வாதிக்கு கிடைக்கத்தக்கதா?
4)	தாவா சொத்தின் மீது பற்றுக்கைய ஏற்படுத்தித்தரக்கோரும் பரிகாரம் வாதிக்கு கிடைக்கத்தக்கதா?
5)	தாவா கிரய உடன்படிக்கை பத்திரம் 2, 3 மைனர்களைக் கட்டுப்படுத்தாது எனக் கூறுவது உண்மையா?
6)	வாதிக்கு கிடைக்கக்கூடிய இதர பரிகாரம் யாது?

25) On the side of the Plaintiff, the plaintiff examined himself as PW.1, one Pitchumani was examined as PW.2, one Document writer Mohammed Ali was examined as PW3. Ex.A1 to Ex.A6 were marked. On the side of defendants, the 1st defendant examined himself as DW.1. During the

cross examination, Ex.A.7 was marked.

26) The learned counsel for the plaintiff and defendants submitted authorities in support of their oral arguments. In light of the oral as well as document evidence, the following issues has been answered.

27) Plaintiff side authorities:

<p>Civil Appeal No.8962-8963 of 2022 in the Supreme Court of India Basavaraj Appellant /vs/ Padmavathi & Another..... Respondents</p>	<p>defendant took contradictory and dishonest pleas. In the absence of a specific prayer asking for the party to produce accounts and their subsequent failure to do so, no adverse inference could be drawn. The findings recorded on readiness and willingness on the part of the plaintiff were on appreciation of the entire evidence on record.</p>
<p>Civil Appeal No.9006 of 2011 in the Supreme Court of India P. Daivasigamani Appellant /vs/ S. Sammandan Respondent</p>	<p>For specific performance and also for permanent injunction. The period of limitation had started running from the date of respondent noticed that the performance was refused by the appellant and not from the date of execution of agreement in question.” The suit having been filed by the respondent well within the prescribed time limit under Article 54 of the Limitation Act, the respondent could not have been non-suited on the ground of the suit being barred by limitation as sought to be submitted by learned counsel for the appellant. Mere delay alone in filing the suit for specific performance, without reference to the conduct of the plaintiff, could not be ground for refusing the said relief, when the suit was filed within the statutory time limit by the respondent Readiness and willingness are not one, but two separate elements. Readiness means the capacity of the plaintiff to perform the contract, which would include the financial position to pay the purchase price.. Willingness refers to the intention of the plaintiff as a purchaser to perform his part of the contract.</p>

28) Defendants side authorities

<p>2016 (3) MWN (Civil) 667 In the High Court of Madras Rajammal Appellant /vs/ Senbagam Respondent</p>	<p>Specific Relief Act, 1963 (47 of 1963), Section 16(1)(c) ...- Total consideration under Agreement determined as Rs.2,00,000/- -Plaintiff paid Rs.1,65,000/- on date of Agreement - Plaintiff seeking three years to pay balance sale consideration of Rs.35,000/- --- Held, right to claim execution of Sale Agreement does not commence from end of period of limitation prescribed in Agreement, but commences from date of Execution of Agreement itself - Time limit Contract - Suit filed within limitation does not entitle plaintiff to relief of specific performance even in case of admitted Agreement, plaintiff ought to prove that he was ready and willing to perform his part of plaintiff for not paying balance sale consideration and seeking execution of Agreement of Sale - Plaintiff, held not willing and ready to perform his part of Agreement - Decree of Specific Performance granted by Courts below, setaside - Appeal allowed.</p>
<p>2021 (3) CTC 520 In the High Court of Madras --- Durairaj 2. Muthamizhiselvi Appellants /vs/ Nadarajan</p>	<p>Readiness and willingness - specific performance of Sale agreement granted concurrently - challenged - Readiness and Willingness to be determined from conduct of parties - Bare averment in plaint not sufficient - It must be proved through Oral and documentary evidence, even in absence of Specific denial by Defendant - Plaintiff's case must stand on its own legs and cannot take advantage of defendants' Weakness - held, proving readiness and willingness is duty of plaintiff and mandatory requirement for granting specific performance of contract - Trial Court not even framed issued regarding readiness and willingness - Decreeing suit for Specific Performance without even framing issued and deciding same, not sustainable - No evidence adduced to prove readiness and willingness - Plaintiff not entitled to specific relief - Defendant directed to return Advance amount with Interest - Sale Deed executed in favour of Plaintiff in pursuance of Specific Performance Decree, set aside.</p>

	<p>“ Specific Relief Act, 1963 (47 of 1963), Section 20- Evidence Act, 1872 (1 of 1872), Section 114 - Specific Performance of Sale Agreement sought - Defendant averred that Agreement was merely a Security for Hand Loan - More than 75% of Sale Consideration paid as Advance Remaining 25% to be paid over 2 years as per Agreement - Held, no prudent man likely to take 2 years to execute Sale Deed after paying 75% of consideration - Reason for taking 2 years time to execute Sale Deed not properly explained - 2 years time provided in Sale Agreement presumed to be time granted for repayment of Loan not for executing Sale Deed.</p>
--	--

29) **Issue No.1:-**

30) In order to evince and substantiate the case of the Plaintiff, PW1 has deposed in his Proof Affidavit as stated in the Plaint. Ex.A1 is the Sale agreement deed executed by the defendants, Ex.A.2 is the Registered sale deed in favour of Ramalingam executed by Vajiravel and others, Ex.A.3 is the Registered partition deed between the 1st defendant and his family members, Ex.A4 is the Legal Notice, Ex.A.5 is the Acknowledgment Card, Ex.A.6 is the Reply notice issued by the Defendants advocate to the plaintiff advocate, Ex.A.7 is the cancellation of sale agreement deed were marked through PW1.

31) The Plaintiff examined himself as PW.1 and he deposed in his evidence as the same in the plaint averments.

32) On perusal of records, it reveals that the suit has been filed against the Defendants for the relief of Specific Performance of Contract. Originally, the suit was filed against the defendants, especially the 1st defendant, as well as the guardian and next friend of the 2nd and 3rd minor defendants. During the course of the proceedings, a court-appointed Court

Guardian was appointed on behalf of the minor 2nd and 3rd defendants and the Court Guardian filed a written statement. During the pendency of the proceedings at the part-heard stage, the 2nd and 3rd minor defendants attained majority. Consequently, they appeared through their counsel and adopted the written statement filed by the 1st defendant by way of a memo.

33) The Plaintiff filed the suit for Specific Performance of Contract based upon the registered Sale Agreement Deed. The total sale consideration was fixed at Rs. 4,99,000/-. The advance amount paid was Rs. 4,50,000/-. The balance sale consideration of Rs. 49,000/- was to be paid by the Plaintiff within a period of 2 years, and the sale deed was to be executed by the Defendants. The sale agreement is dated 14.03.2011, and the period for performance lapsed on 14.03.2013. The suit for Specific Performance should have been filed on or before 14.03.2016. The plaint was presented on 13.03.2013. Therefore, the suit was filed within the period of limitation as per Article 54 of the Limitation Act.

34) Coming to the aspect of the execution of the signature and passing of consideration of the sale agreement, the original sale agreement has been produced and marked as Ex.A.1. The sale agreement is a registered document. Furthermore, the sale agreement has been attested by two witnesses. One of the witnesses, namely Pitchumani, has been examined as PW2. He categorically deposed about the fixation of the total sale consideration and the earnest money paid as advance at the time of the execution of the sale agreement also deposed that the intention to sell the property.

35) Additionally, the balance sale consideration of Rs. 49,000/- was agreed to be paid within 2 years from the date of the sale agreement.

Therefore, the execution of the signature and passing of consideration has been corroborated by PW1 and PW2. The same fact has been further supported by PW3, the document writer, who prepared the document. He categorically deposed regarding the execution of the signature and passing of consideration for Ex.A.1.

36) Furthermore, as per Section 17 of the Registration Act, a registered instrument holds its own value to rule out the possibility of tampering with the execution of the signature and passing of consideration. Moreover, as per Section 35 of the Evidence Act, an official act performed in the course of business is deemed to be genuine unless disproved by the opposing party.

37) Therefore, the Plaintiff has discharged the initial burden of proving the signature, the execution of the agreement and the passing of consideration of Rs. 4,50,000/- on 14.03.2011.

38) Coming to the aspect of readiness and willingness, the sale agreement was dated 14.03.2011 the time for performance is 2 years. The time to perform and concludes on 14.03.2013. Here, as per the Ex.A.4, the plaintiff caused by the legal notice to the defendants demanding them to receive balance of sale consideration of Rs.49,000/- and execute the sale deed as called for by the plaintiff. Here, the legal notice caused issued on 03.08.2012. Hence, with the period time for performance of contract, the plaintiff has acted upon to show his readiness and willingness to perform the specific performance of contract. Therefore, the 1st defendant received the same as per Ex.A.5 shows that the defendants failed to comply the legal notice. Further more, just before the filing of the suit, the defendants have issued reply notice after four months on 11.3.2013. Thereby, the plaintiff is

always ready and willing to perform part of contract has been proved .

39) Hence, as per Section 16 (c) of specific relief act, the plaintiff has complied the statutory requirements. Therefore, the plaintiff has proved his readiness and willingness to the sale agreement dated 14.03.2011.

40) Coming to the aspect of specific performance of contract , the defendants has raised a plea that there is no amount was transferred on that day of execution of sale agreement. Further, it is not intended for the sale. It is only an security for the money for the transaction rendered by the plaintiff and defendants of Rs.2,00,000/-. Further more, the suit is barred by limitation the plaintiff is not ready and willing to perform his part of the contract.

41) Considering these contentions, as per Section 92 of Evidence Act

Section 92 in The Indian Evidence Act, 1872

Exclusion of evidence of oral agreement.

When the terms of any such contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to the last section, no evidence of any oral agreement or statement shall be admitted, as between the parties to any such instrument or their representatives in interest, for the purpose of contradicting, varying, adding to or subtracting from, its terms :

Proviso (1). - Any fact may be proved which would invalidate any document, or which would entitle

any person to any decree or order relating thereto; such as fraud, intimidation, illegality, want of due execution, want of capacity in any contracting party, want or failure of consideration, or mistake in fact or law.

Proviso (2). - The existence of any separate oral agreement as to any matter on which a document is silent, and which is not inconsistent with its terms, may be proved. In considering whether or not this proviso applies, the Court shall have regard to the degree of formality of the document.

Proviso (3). - The existence of any separate oral agreement, constituting a condition precedent to the attaching of any obligation under any such contract, grant or disposition of property, may be proved.

Proviso (4). - The existence of any distinct subsequent oral agreement to rescind or modify any such contract, grant or disposition of property, may be proved except in cases in which such contract, grant or disposition of property is by law required to be in writing, or has been registered according to the law in force for the time being as to the registration of documents.

Proviso (5). - Any usage or custom by which incidents not expressly mentioned in any contract are usually annexed to contracts of that description, may be proved : Provided that the annexing of such incident

would not be repugnant to, or inconsistent with, the express terms of the contract.

Proviso (6). - Any fact may be proved which shows in what manner the language of a document is related to existing facts.

42) Therefore, the burden is upon the defendants to disprove the same further more, as per the proviso,

Section 92 of Evidence Act

Proviso (1). - Any fact may be proved which would invalidate any document, or which would entitle any person to any decree or order relating thereto; such as fraud, intimidation, illegality, want of due execution, want of capacity in any contracting party, want or failure of consideration, or mistake in fact or law.

43) Therefore, the defendants didn't give any plausible explanation for the same. Further more, it is the habit of the 1st defendant to execute the sale agreement and later cancels the same. As per Ex.A.7 marked through DW.1 in his admission that on 18.08.2010 a sale agreement has been canceled which is face value Rs.1,00,000/-. As per the partition deed, the value of the property is Rs.1,07,000/- Thereby, the property has been valued and raised for the sale agreement for Rs.4,99,000/- the same has been admitted.

44) Further, the DW.1 categorically admitted that,

“ அந்த கிரயம் ஒப்பந்தம் போடும் போது அசல் கிரய பத்திரம் மற்றும் பாக பத்திரம் வாதியிடம் கொடுத்தேன் என்றால் சரிதான். அதனுடன் சேர்ந்து என் தம்பி உடன் நான் எழுதிக்

கொண்ட மோட்டார் சர்வீஸ் பம்பு செட் பத்திரத்தையும் கொடுத்துள்ளேன். அப்போது எனது மகன் மற்றும் மகள் இளவராக இருந்ததால் மேற்படி கிரய ஒப்பந்த பத்திரத்தில் மேற்படி மகன் மற்றும் மகளுக்காக காப்பாளராக இருந்து ஒப்பந்த பத்திரத்தை எழுதி கொடுத்துள்ளேன் என்றால் சரிதான். மேற்படி கிரய ஒப்பந்த பத்திரத்தை பதிவு செய்யும் போது எனது மனைவியும் உடன் இருந்து சாட்சி கையெழுத்து பதிவு செய்து கொடுத்துள்ளார் என்றால் சரிதான். எனக்கு எழுத படிக்க தெரியாது, என்னிடம் காட்டப்படும் ஆவணத்தில் ஒவ்வொரு பக்கத்திலும் கையெழுத்து போட்டேன். சார் பதிவாளர் அலுவலகத்தில் என்னை விசாரித்து தான் பதிவு செய்தார்கள். அசல் பத்திரங்கள் 3யும் நான் கிரய ஒப்பந்தம் பேசி 80 சதவீத கிரய முன்பணத்தை பெற்றுக்கொண்டதால் தான் அந்த ஆவணங்களை வாதியிடம் கொடுத்தேன் என்றால் சரிதான். வாதி என்னிடம் கிரயம் செய்து தர கோரி பல முறை கேட்டார் என்றால் சரிதான்".

45) Further, the defendants stated some facts which are not at all disclosed in the written statement. Therefore, this court come to the conclusion that, the sale deed is intended for the purpose of the sale of property.

46) Further, the plaintiff has proved the readiness and willingness through individual witnesses. Further the same was also admitted by the DW.1 in his cross examination. Thereby, the plaintiff is entitled to the relief of Specific Performance of Contract. Hence, the Issues No.1 & 2 are answered in favour of the plaintiff.

47) Issues No.3 & 4:

48) Since the issues No.1 & 2 is granted in favour of the plaintiff in respect of the primary relief , there is no need to answer for the alternative

relief of refund of advance money. Thereby, there is no need to make any charge over the property. Hence, the Issues No.3 & 4 are answered accordingly.

49) Issue No.5:

50) The minors are added as a parties to the registered sale agreement. The minors pleaded that, there is no consideration has been passed to them for the welfare during their minority are any welfare fund for their future. Furthermore, after attaining majority the defendant didn't repudiated the contract. Furthermore, the minor defendants 2 & 3 then, after attaining majority didn't file separate written statement. Instead, they filed memo by adopting the written statement of 1st defendant. Thereby, this shows that the defendant are also bound by the terms of the contract and ratifying the Act of Kartha of the family Guardian. While the period of performance , the 2, 3 defendants were the minors at that time and on behalf of the minors 1st defendant acted. Furthermore, to prove the individual right to over the suit property, they didn't came to witness box and depose about the same. Hence, it shows that their silence amount to acceptance terms of the contract. The 2 & 3 defendants didn't come forward to dispute the sale agreement. Therefore, the sale agreement will bind the rights of the 2,3 defendants. Hence, they are bound by the same. Hence, there is no contra evidence available to desist from the above stand. Therefore, this court without any other go to come to the conclusion that the 2, 3 defendants are bound by the terms of the contract.

51) Hence, the Issue No.5 is answered against the Plaintiff.

52) Issue No.6:-

53) As per the findings arrived in Issues No.1 to 5, the sale

agreement is valid as per Law and the 1st defendant as a legal guardian for himself and on behalf of the minors and as a Kartha has executed the sale agreement and proved the readiness and willingness during the period of specific performance.

54) Based upon the findings arrived in Issue No.1 to 5, the plaintiff has been granted with Specific Performance of Contract for execution of the sale deed based upon the sale agreement dated 14.03.2011. The balance sale consideration of Rs.49,000/- has to be deposited within one month.

55) *In the result, the suit is hereby partly decreed as prayed for with cost. That, the plaintiff has been granted with Specific Performance of Contract. Time for payment of balance sale consideration one month. The plaintiff is directed to deposit the balance sale consideration within one month. The defendants are directed to execute the sale deed within two months. In respect of the relief of alternative remedy and charge upon the property a suit is hereby partly dismissed.*

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 6th day of April 2026.

Subordinate Judge,
Attur.

Witness on the side of Plaintiff:-

PW.1- Thiru. Kannan - Plaintiff.

PW.2- Thiru. Pitchumani - Witness.

PW.3 - Thiru. Mohammed Ali - Document Writer

Exhibits on the side of Plaintiff:-

Ex.A1	14.03.2011	Sale agreement in favour of the Plaintiff executed by the defendants - Original.
Ex.A2	21.07.2008	Registered sale deed in favour of Ramalingam executed by Vajiravel and others - Original.
Ex.A3	23.07.2008	Registered partition deed between the 1 st defendant and his family members - Original
Ex.A4	03.08.2012	Legal Notice - True copy
Ex.A5	07.08.2012	Acknowledgment of D1-Original
Ex.A6	11.03.2013	Reply notice issued by the Defendants advocate to the plaintiff advocate -Served Copy
Ex.A7	18.08.2010	Cancellation of sale agreement deed - Original

Witness on the side of Defendants:

DW.1 - Thiru. Ramalingam - 1st defendant

Documents on the side of Defendants: NIL

Subordinate Judge,
Attur.

*Draft/Fair Judgment
O.S.No.38/2013
Dated: 06.04.2026
Sub-Court, Attur*