

IN THE COURT OF THE SUBORDINATE JUDGE, METTUR**Present: Thiru.R.Saravana Babu, B.A., L.L.B.,****Subordinate Judge, Mettur****Thursday, the 16th day of July 2026****O.S.No. 76/2025****CNR.No: TNSA16-000233-2025**

1.S.P.Ramar

2.P.Muthupalani

... Plaintiffs

//Vs//

1. Santhi

2. Ashwanth

... Defendants

This suit is coming on 07.07.2026 before this Court for final hearing in the presence of Thiru.M.P.Senthilkumar, learned counsel for the plaintiffs and the defendants having remained exparte and upon hearing the plaintiff side arguments and on perusing the documents as well as the oral testimony and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit is filed for the relief of specific performance of contract as per the sale agreement dated 10.07.2024.

2. Brief averments of the plaint:

The suit properties originally belonged to deceased Samiyappan, who is husband of 1st defendant and father of the 2nd defendant by virtue of registered settlement deed dated 16.09.2009. The above said Samiyappan died on 25.08.2021 leaving the defendants as legal heirs. The defendants decided to sell the suit properties and the plaintiff after hearing about the same met the defendants and offered to purchase the suit properties and the defendants accepted the same. The rate was fixed as Rs 9,00,000/- (Rupees Nine lakhs only). The plaintiff and the defendants accepted for the same and on 10.07.2024, the defendants received a sum of Rs. 4,00,000/- (Rupees Four Lakhs only) as an advance amount from the plaintiffs and executed a registered sale agreement in favour of the plaintiffs on the same day. The period for sale is mentioned as six months from the date of agreement.

3. The plaintiffs are always ready and willing to perform his part of contract with the balance amount. The plaintiffs on so many occasions, in person and through mediators approached the defendants and requested them to execute the sale deed after receiving the balance consideration. The defendants postponed the same for unnecessary reasons. Therefore, the plaintiffs have issued a legal notice to the defendants on 15.02.2025 to call upon the defendants to execute the sale deed on 19.02.2025. The defendants not received the notice. The plaintiffs are ready to deposit the balance sale consideration of Rs.5,00,000/- whenever directed by the court. Therefore, the plaintiffs have laid the suit for the specific performance of contract with alternative relief.

4. The suit was taken on file and summon was sent to defendants. The defendants 1 and 2 were called absent and set exparte on 25.06.2026.

5. The point for consideration is:

- (i) Whether the plaintiff is entitled for the relief of specific performance to execute sale deed in her favour by defendants or not ?
- (ii) Whether the plaintiff has proved the readiness and willingness to purchase the suit property?
- (iii) To what other relief the plaintiff is entitled to ?

6. To substantiate the case, the Plaintiffs have been examined as Pw1, Pw2 and produced the documents under Ex.A1 to Ex.A3. Since the defendants remained exparte they have not adduced any oral and documentary evidence. This Court has carefully considered the arguments of learned counsel for Plaintiff and has keenly perused the evidence adduced by Plaintiff.

7. Issue No.1 and 2:-

7.1)Pw1 has deposed the similar averments stated in the plaint. Exhibit A1 is the Sale agreement between the plaintiffs and defendants. On perusal of said document it is found that the defendants have entered into the agreement to sell the suit properties to Pw1 for sale consideration of Rs. 9,00,000/- and received Rs.4,00,000/- as advance amount and agreed to execute sale deed in favour of Pw1 within 6 months after receiving balance consideration of

Rs.5,00,000/-. On perusal of Ex.A2 it is found that the legal notice sent to the defendants. On perusal of Ex.A3 it is found that the Returned Postal cover (2 Nos).

8. The defendants have remained exparte and the veracity of testimony of Pw1 was not tested by way of cross examination and the documents relied by plaintiffs were not disputed by defendants. On perusal of the records, it is found that the plaintiffs have entered into the sale agreement with the defendants in order to purchase the suit property. In this instant case, the plaintiffs have proved that they are always ready and willing to purchase the suit property. It is further found that from the Exhibit A1 is the sale agreement is executed between the plaintiffs and the defendants. Therefore, it is decided that the plaintiffs are always ready and willing to perform his part on contract. In this circumstance, the plaintiffs have proved the case by way of oral and documentary evidence, as such the plaintiffs are entitled for the relief of specific performance to execute sale deed in his favour by the defendants. The point is answered accordingly.

9. To what other relief the plaintiffs is entitled to ?

Since the relief sought by the plaintiffs are granted, the plaintiffs are entitled to any other relief. The point is answered accordingly.

10. In the result, the plaintiffs are directed to deposit the balance sale consideration of Rs.5,00,000/- within the period of one month and the defendants are directed to receive the balance sale amount of Rs. 5,00,000/- from the court deposit and execute a registered sale deed at the cost of the plaintiffs and deliver the suit property to the plaintiffs within a period of one month from the date of order, failing which the plaintiffs are at liberty to take steps through the court for the execution of sale deed at the cost of the plaintiffs.

Dictated to the Steno-typist directly and computerized by her, corrected and pronounced by me in the open court, this the 16th day of July 2026.

**Subordinate Judge,
Mettur.**

Plaintiff Side Witness:

P.W.1 : Muthupalani

P.W.2: Murugan

Plaintiff Side Exhibits:

Ex.A1	10.07.2024	Sale agreement between the plaintiffs and defendants	Original
Ex.A2	15.02.2025	Legal Notice issued by the plaintiffs to the defendants with postal receipts	Office Copy
Ex.A3	20.02.2025	Returned Postal cover (2 Nos)	Original

Defendants side Witness: Nil**Defendants side Exhibits:** Nil

**Subordinate Judge,
Mettur.**