



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, SIVAGANGAI.

PRESENT:Tmt.K.Arivoli, M.A, M.L.,

Principal District Judge, Sivagangai.

Thursday, the 30th day of July - 2026

Appeal Suit No.1/2024

(CNR No.TNSV01000097-2024)

Tamilarasi

... Appellant/Plaintiff

/Vs/

1. Mary

2. Panneerselvam

...Respondents/Defendants

**On appeal from the Judgment and decree passed in O.S.No.267/2019
dated:17.10.2023 by the Subordinate Judge, Manamadurai**

Tamilarasi

... Plaintiff

/Vs/

1. Mary

2. Panneerselvam

...Defendants

This appeal was coming up on 24.07.2026 for final hearing before me in the presence of Thiru.A.Prabhakar, Advocate for the Appellant and of Thiru.M.Kalanjiaraja, Advocate for the second respondent and first respondent was called absent set exparte and upon hearing the arguments and written arguments on both sides and upon perusing the other material records, and having stood over for consideration till this day, this court delivers the following . . .

30.07.2026

Principal District Judge, Sivagangai

**J U D G M E N T:**

This appeal has been filed by Appellant/plaintiff challenging the Judgment and Decree dated:17.10.2023 passed in O.S.No.267/2019 by the learned Subordinate Judge, Manamadurai, in and by which, the suit for the relief of Specific Performance was dismissed without cost.

The facts stated in the plaint in O.S.No.267/2019 in brief is as follows:

2) The suit property belonged to the 1st defendant's father and after his death the 1st defendant and her sister Tmt.Rathinam became the owner of the property. The plaintiff and the 1st defendant are close friends and the 1st defendant wanted to sell her share to the plaintiff. She entered into an agreement on 05.05.2015 to sell the property to the plaintiff for a consideration of Rs.8,75,000/- and received an advance of Rs.2,00,000/- from the plaintiff at the time of executing the agreement and possession of the property was handed to the plaintiff. The agreement that the contract to sell should be through within a period of three months. The plaintiff has been in possession of the property. She has effected improvements to the same more than Rs.1,00,000/- The whole of Manamadurai known the same. At the time of concluding the agreement the 1st defendant gave an unequivocal promise to the plaintiff to the effect that (by the time of execution to the effect that) by the time of execution of the sale deed the 1st defendant will hand over the family legal heir certificate and the original



sale deed of schedule mentioned property standing in the name of the 1st defendant's father. It was also agreed that the balance of purchase price of Rs.6,75,000/- to be paid by the plaintiff to the 1st defendant at the time of the execution of the sale deed and the same to be registered at the plaintiff's expenses. On 01.08.2015, the 1st defendant approached the plaintiff and received Rs.1,00,000/- from the plaintiff and executed a receipt on the same date in the presence of witnesses. Again on 15.09.2015, the first defendant obtained Rs.1,00,000/- from the plaintiff and executed a receipt in the presence of witnesses. Both the receipts were found on the backside of the sale agreement. Totally the 1st defendant has received Rs.4,00,000/- as advance from the plaintiff. For more than the past 2 ½ years i.e. from 15.10.2015 onwards the plaintiff has been ready with the entire balance of purchase money and has been demanding the legal heir certificate and original sale deed of schedule mentioned property from the 1st defendant. But the 1st defendant has been giving lame excuses and postponing the execution of the sale deed in favour of the plaintiff. But for one reason or the other the 1st defendant has been practicing and has been postponing the final stage or receiving the balance of consideration amount and the execution of the sale deed. Again for the same reason of very close friendship the plaintiff did not compel the 1st defendant in the matter. The plaintiff places it on record that it was due to the 1st defendant's



own sluggishness and she taking advantage of herself being the close friend to the plaintiff, that the delay in completing the contract to its logical and had happened. The plaintiff has been all alone ready since October 2015 to pay the balance consideration amount of Rs.4,75,000/- and even today she is ready. At last the plaintiff understands that prompted by malafide motive, the 1st defendant is attempting to sell the schedule of property of 3rd parties by suppressing the existing agreement to sell the same to the plaintiff. Hence, the plaintiff caused a registered notice to be sent to the 1st defendant on 12.06.2018 expressing and registering her continued readiness and willingness to perform her part of the contract and expressing protest against the fraudulent creation of a document to third party and calling upon the 1st defendant to execute a sale deed in her favour at her cost and expenditure and receive the balance of consideration. The 1st defendant received the notice and did not choose to reply. The plaintiff reiterates that the agreement to sell dated:09.05.2018 in her favour is perfectly true and genuine, that she has always been and continues to be ready and willing to perform her part of the contract and hence the 1st defendant is bound in law to execute a sale deed in favour of the plaintiff. During pendency of the case, the 1st defendant with malafide intention to sell the suit property to the 2nd defendant. The 2nd defendant has fully known the agreement between the 1st defendant and plaintiff. He is not a bonafide purchaser. His only intention is



to defeat the plaintiff's right over the property. This suit is therefore laid for specific performance of the agreement to sell the property dated 05.05.2015. Hence this suit.

The facts stated in the written statement filed by the second defendant and adopted by the 1st defendant in O.S.No.267/2019 in brief is as follows:

3) The suit sale agreement dated:05.05.2015 is a fabricated and forgery one. Further he contend that the plaintiff was resided at the opposite of the suit property and she intent to acquire the suit property. Further he contended that the plaintiff well known about agreement for sale of suit property by the 1st defendant infavour of the 2nd defendant, with an intent to usurp the suit property created the suit agreement for sale dated:05.05.2015 by materially altered the date of the purchasing of the non-judicial stamp paper which the alleged agreement for sale typed. Further he contend that the plaintiff materially altered the date of the purchasing of the non-judicial stamp paper in ordered to believe that the suit agreement for sale is earlier to the sale agreement of 1st defendant and 2nd defendant. Further he contend that he gave application dated:20.08.2019 before the Assistant Treasury Officer from Manamadurai, Sub Treasury Office under the Right to Information Act, informing the date of purchasing of non-judicial stamp paper vide no.05AB910681 and to whom it was sold. Further he contented that he received information that non-judicial



stamp paper vide No.05AB910681 was sold to Mr.Sureshkumar stamp vendor of Manamadurai on 10.10.2016 only. So it was very clear that the alleged agreement for sale dated:05.05.2015 and endorsement dated:10.08.2015 and 15.09.2015 made on the back side of the agreement are forgery and fabricated one. Further he contented that as per decision of Our Hon'ble High Court of Madras rendered by Our Hon'ble Justice Tmt.P.T.Asha in the case "Kirubakaran and other vs Aziz Sul Karim" that the person who produced fabricated forgery evidence before the court of law was liable to be punished for offence u/s 340 of IPC and the court has power to take a suo-motu action against the person. Further he contented that, based on fraudulent fabricated agreement for sale the plaintiff threatened the 1st defendant as well as the 2nd defendant and make a false complaint against them in ordered to compel them to execute the sale deed infavour of the plaintiff. Further he contented that he purchase the suit property for valuable consideration and before the purchase he verified encumbrance and possession. The 2nd defendant was a bonafide purchaser and the alleged agreement for sale dated:05.05.2015 not binding on 2nd defendant and prays to dismiss the suit.

4) Based on the above pleadings, the following issues are framed by the trial Court.



1. Whether the 05.05.2015 sale agreement is genuine one?
2. Whether the plaintiff proved her readiness and willingness?
3. Whether the 1st defendant had liability to perform their part as agreed by her in 05.05.2015 sale agreement?
4. Whether the 2nd defendant is a bonafide purchaser and his sale deed is hit by doctrine of lis pendens?
5. Whether the suit is maintainable without seeking the relief of declaration of sale deed in favour of 2nd defendant as null and void?
6. Whether the sale agreement dated:05.05.2015 is binding on 2nd defendant?
7. Whether the plaintiff is entitled to get relief of specific performance?
8. Whether the plaintiff has entitled to get any other relief?

5) Before the trial Court, on the side of the plaintiff, plaintiff namely Tamilarasi was examined as PW1 and one Rajakumari was examined as PW2 and one Maheswari, Sub Inspector (Land Grabbing) was examined as PW3 and one Nachankalai, Sub Inspector of Manamadurai Police Station was examined as PW4 and Exs.A1 to A6 were marked. Exs.X1 and X2 were marked. On the side of the defendants, 2nd defendant Panneerselvam himself was examined as DW1 and Exs.B1 to B4 were marked and one Muniyandi, V.A.O., Kallangudi Group was examined as DW2.



6) The points raised in the grounds of appeal :-

1. The judgment and decree passed by the trial court are illegal, contrary to the evidence, and contrary to the nature of the case.

2. The trial court should have ruled in favor of the appellant in the litigation as requested by the appellant.

3. It is clear from the judgment and decree issued by the trial court that the trial court heard the case urgently and rendered a judgment in an emergency.

4. The trial court also failed to take into consider the fact that the 1st defendant did not file documents to prove the details stated by the 1st defendant in the counterclaim filed by the 1st defendant.

5. The trial court also failed to give the appellant sufficient time to prove his case in this case and to file documents on behalf of the appellant, and the plaintiff argued that the signature found on the purchase agreement was that of the 1st defendant acceptable that the trial court has ruled against the appellant in the suit without giving him sufficient opportunity to prove her case.

6. In the trial court, only the 1st defendant has filed a counter-claim against the 2nd defendant. The above statement has been accepted. But the 2nd defendant has testified in the trial that it has been many years since he saw the



1st defendant, so the above statement made by the 2nd defendant is also questionable. It has failed to consider the the lower court.

7. There are many discrepancies between the counter-affidavit filed by the 2nd defendant in the trial court and the evidence of the 2nd defendant. The lower court failed to consider them.

8. The survey number of the property in the suit filed in the lower court is 38/21. But the survey number of the property acquired by the 2nd defendant is 38/43A. The Village Administrative Officer, who was examined as DW2 on behalf of the 2nd defendant, has also examined that the two survey numbers are different. In this situation, the 2nd defendant is also claiming that he has acquired the suit property by theft. From this, it follows that the claim of the 2nd defendant is also false and that the 2nd defendant is also claiming falsely and the lower court has not considered the fact that the 2nd defendant has acquired the suit property by theft and has passed a judgment, which is wrong in law and in equity.

9. The trial court also dismissed the claim based on a letter obtained from the Treasury under the Right to Information Act, which was filed by the 2nd defendant in the original case has been decided, but the trial court has issued a judgment and adjudication panel without properly considering the fact that the



information was given on the basis of any document, in the absence of evidence in the document and the document has not been indexed by the relevant authority, and the authenticity of the document is questionable. This is wrong in law and in fairness.

10. The trial court also failed to properly consider the right of the 2nd defendant to question the validity of the sale agreement, especially when the 1st defendant, who had written the sale agreement, did not file any counter-affidavit, did not deny the receipt of money or the fact that he had made a note in the sale agreement, did not testify about the details, and when the 2nd defendant did not purchase the property in question, the trial court failed to properly consider what right the 2nd defendant had to question the sale agreement.

11. The trial court failed to take into consider that the defendants, the wife of the 2nd defendant and the 1st defendant, are sisters and have conspired to produce fraudulent documents to deceive the plaintiff.

12. The trial court failed to take into consider the fact that the plaintiff has proved beyond a reasonable doubt that the suit property is vacant and that this is also based on the plaintiff's experience in the lower court.



13. The trial court failed to take into consider fact that, although the 2nd defendant claimed to have obtained a sale deed regarding the suit property, no document whatsoever was filed on behalf of the second defendant to substantiate this claim.

14. It is well known that the trial court has acted with the intention of favoring the defendants and has issued the judgment documents and evidence without properly considering them.

15. The trial court's failure to properly consider the documents submitted by all 2nd defendant in the lower court and to render a judgment is legally and morally wrong.

16. The trial court also failed to take into consider that the appellant was acting with the intention of deceiving the appellant.

17. For the reasons stated in the judgment of the trial court, the judgment is also not acceptable. The judgment and order of the trial court are contrary to the judgments of the Hon'ble High Court and the Hon'ble Supreme Court.

Therefore, it is prayed that the decree and judgment passed by Sub Court, Manamadurai in O.S.No.267/2019, dated:17.10.2023 is liable to be set aside by allowing this appeal and a specific performance in favour of the plaintiff may be passed as prayed for in the suit.

**7) The points for consideration in this appeal:-**

- i) Whether the suit sale agreement is a genuine and proper one?
- ii) Whether the case of the appellant/plaintiff is that he had entered into a suit sale agreement with the first defendant to purchase the suit property as referred in the suit sale agreement date?
- iii) Whether the trial court has committed any illegalities and irregularities in deciding the suit?
- iv) Whether the judgment and the decree of the trial court has to be set aside by allowing this appeal?
- v) Whether this appeal is to be allowed and to what other relief is the appellant entitled?

ANSWER TO THE POINT :-**Point Nos: 1 and 2:-**

8) Heard Both. Perused the materials on records along with notes of arguments submitted on the side of both appellant and respondent. It is the definite case of the plaintiff that the first defendant is the owner of the suit property and he intended to sell the same to the plaintiff for a valid consideration of Rs.8,75,000/- and both have accepted the same and they entered into a regular unregistered sale agreement on 05.05.2015 and on the day the plaintiff had paid a sum of Rs.2,00,000/- as a sale advance to the first defendant and took the possession of the suit property. Thereafter, at the demand of the first defendant, the Plaintiff had paid further advances of Rs.1,00,000/- on 01.08.2015 and again, a sum of Rs.1,00,000/- on 15.09.2015



and made endorsements over the said sale agreement itself for the receipt of the above sale advances. Subsequently the plaintiff had spend more than Rs.1,00,000/- to develop the suit property and thereafter the firstly defendant as promised, has not come forward to execute the sale deed after receiving the balance sale consideration and hence the plaintiff had issued a legal notice dated:12.06.2018 calling upon him to execute the sale deed by receiving the balance sale consideration. But the first defendant, having received the legal notice, not even issued any reply. He has come forward to execute the sale deed and hence the suit.

9) In this case, the first defendant has not filed any separate written Statement. The second defendant, after, in pleading subsequent to the filing of the suit, has filed a written statement which was adopted by the first defendant. The second defendant in her his written statement has stated that he had purchased the suit property from the plaintiff. The second defendant had purchased the sole property from the first defendant by way of a registered sale deed. In fact the sale agreement filed by the plaintiff is a fabricated and forged one and there is no such sale agreement was executed by the first defendant in favor of the plaintiff and therefore the suit has to be dismissed.



10) The plaintiff has filed the suit for specific performance upon the suit sale agreement, the burden of proof heavily lies upon the plaintiff to prove his case at the prima facie stage. No doubt the plaintiff has examined herself as PW1 and also other witnesses, namely PW2 to PW4 to prove the genuineness of the sale agreement. But in this case, it is to be noted that according to the second defendant, who is the contesting defendant, the suit sale agreement here itself forged and fabricated one because the second defendant has stated that it is alleged that the suit sale agreement was executed on a stamp paper on 05.05.2015 as admitted by the Plaintiff, but on the information received from the treasury concerned, it is revealed that the said stamp paper upon which the agreement was written vide, stamp paper No.05AB910681 was sold on 10.10.2016 only to One Mr.Sureshkumar stamp vendor of Manamadurai.

11) The first defendant had produced Ex.B1, which was received from the Treasury Assistant, Treasury Office, Manamadurai. It is categorically mentioned that the set of stamp paper was purchased only on 18.10.2016 from the treasury concerned by one Suresh Kumar. This letter is issued by the competent authority. So when a letter is issued by the competent authority, it is for the Court to take into consideration as a proven fact on perusal of the letter issued by the Sub Treasury Officer, Manamadurai, it is quite clear that the



stamp paper upon which the suit sale agreement entered was purchased only on 18.10.2016. While that being so, how it could be possible for the plaintiff to execute the sale agreement on the same stamp paper on 05.05.2015 is a million dollar question, which is not properly explained by the plaintiff. When the suit sale agreement creates a strong doubt and suspicious it is for the plaintiff to clear it by way of reliable evidence. But in this case, even though in the appeal memorandum, the appellant/plaintiff has disputed that the trial Court has, without any additional evidence or supporting documents, relied upon the Ex.B1 letter. The plaintiff has not at all come forward to disprove the case of the first and second defendant with regard to the Ex.B1 letter. it is well settled the proposition of law that when the second defendant. Discharged his onus of proof by producing the Ex.B1 letter proving that the stamp paper upon which the suit sale agreement written was purchased only on 18.10.2016 nearly one year after the date of sale agreement. It is for the plaintiff to prove that they said the stamp paper was a genuine one, and he had purchased the same on 05.05.2015 only and the letter issued by the Sub Treasury under Ex.B1 is a false one, but the plaintiff has not at all taken any steps to disprove the genuineness of Ex.B1 issued by the Sub Treasury Office, therefore, it clearly proves that the suit that the stamp paper upon which the sale agreement was written was purchased long subsequent to the date of sale agreement, and that alone proves



that the suit sale agreement must have been fabricated and forged as decided by the trial Court. Further, it is quite clear that the Ex.A1 sale agreement is an unregistered one, but the plaintiff says that the possession was handed over to the plaintiff on the date of sale agreement itself. It is very clear that after the amendment of the Registration Act, if the possession of the immovable property is to be handed over to the proposed purchaser, the sale agreement should be registered. But here this Ex.A1 sale agreement was not at all registered.

12) Therefore that also creates strong suspicion over the suit sale agreement because it is to be noted that in the plaint the year prior, the plaintiff has not at all sought for any relief regarding to the possession of the suit property. Normally, if a suit for specific performance filed on the basis of the unregistered sale agreement, the plaintiffs should have sought for a relief for both for specific performance as well as for possession of the immovable property. Because as far as the unregistered sale agreement is concerned, the position cannot be held that it is a legally handed over one under such circumstances. In this case, when the plaintiff has admitted that possession was handed over on the basis of the suit sale agreement, which is an unregistered one, the suit itself not maintainable for want of proper registration. Because the plaintiff has not paid any court fee for the possession of the property in the plaint prior. As far as the possession is concerned it is silent and he has sought



for to execute a sale deed alone. Therefore, the suit plaint ought not to have numbered at the threshold itself next to para. Further, it is important to note that even though, as admitted by the plaintiff. The alleged sale agreement was executed on 05.05.2015. Come on that demand no peace for execution of sale deed was issued only on 12.06.2018 under Ex.A2 nearly after the completion of three years from the date of sale agreement. If really the plaintiff was ready and willing able to perform his part of the contract. She ought to have issued the demand notice well within the short period of the sale agreement, but here the plaintiff has not at all given any valid or acceptable explanation for the enormous delay of three years for issuing the demand notice. It is well settled principle of law that if the plaintiff, through her readiness, willingness, and ableness to perform her part of the contract, she should have issued the demand notice at the shorter period from the date of refusal of the first defendant. But the plaintiff has waited for all the three years and leisurely. She has issued the legal notice on 12.06.2018 after the execution of sale deed in favor of the second defendant by the first defendant.

13) Therefore, this court suspect both the plaintiff and the first defendant, that there is every possibility to believe that both have colluded and joined their hands to deprive the right of the second defendant for the reasons best known to them. The learned counsel for the appellant argued that the



survey number of the suit property and the property under the survey number of the property purchased by the second defendant are differs. In fact, the survey number of the suit property is Survey No.38/21, whereas the property purchased by the second defendant survey number is 38/43 and therefore there is no right for the second defendant to object the relief of the specific performance for the plaintiff. This Court feels that whether the survey numbers are tallied or not but when the plaintiff has come forward with a suit for specific performance with regard to the suit property. She has to prove the genuineness of her sale agreement. But as stated supra, the plaintiff has miserably failed to prove that the suit sale agreement is a genuine one and which the same was written on the date of agreement as mentioned in the Ex.A1. Because as this Court held that the sale agreement, the stamp paper was purchased long subsequent to the date of sale agreement, which alone proves that the Ex.A1 sale agreement is a fabricated one and therefore no reliance can be placed upon the suit sale agreement for any purpose. While that being so, the above argument advanced by the learned counsel for the appellant is has no force at all. Further, the learned counsel for the appellant argued that since the first defendant has not at all raised any objection by way of filing separate written statement and come forward to give any evidence denying the suit sale agreement. The second defendant has no manner of right to dispute the case of the plaintiff and



therefore the suit has to be decreed. This argument also cannot be accepted for the simple reason that, as stated, supra, whether the first defendant has filed any separate written statement or has adduced any separate evidence and it is for the plaintiff to prove her case on the first day and thereafter only the other questions arose between before this Court.

14) As stated supra, it is for the plaintiff to prove her prima facie case, and thereafter the bonus of proof shifted upon the defendants. But in this case, as stated supra by document, it is proved that the suit sale agreement is a fabricated one and since the entire suit is revolving on the basis of the Ex.A1 suit sale agreement that the plaintiff cannot seek any relief upon the fabricated and forged document. Since the plaintiff has herself in, pleaded the second defendant to this suit. Now she is stopped from saying that the second defendant cannot object the suit filed by the plaintiff.

15) Therefore, for the foregoing reasons, the trial court has elaborately discussed and well appreciated both side evidences and documents and come to a proper conclusion that the suit sale agreement is not a genuine and the proper one and the suit sale agreement was not at all entered on the date mentioned in the suit sale agreement on 05.05.2015 and therefore this court confirmed the same and answer for the point no.1 and 2 that the sale agreement



is not a genuine and proper one and it should not have been entered on 05.05.2015 as mentioned in the suit sale agreement. The point number 1 and 2 are answered accordingly.

Point No: 3 and 4:-

16) It is decided that the trial court has properly and legally appreciated the available evidence on both sides and came to a correct conclusion to dismiss the suit and therefore this court feels that there is absolutely no interference warranted in the judgment and decree of the trial court and therefore the appeal fails and liable to be dismissed.

Point No: 5:-

17) Since it is decided that the trial court has not committed any illegalities or irregularities in deciding the suit, come on, this appeal fails and liable to be dismissed and accordingly the appeal is dismissed and the judgment and the decree of the trial court is confirmed.

In the result, this appeal is dismissed and the Decree and Judgment passed in O.S.No.267/2019 dated:17.10.2023 by the learned Subordinate Judge, Manamadurai is hereby confirmed.



Dictated to the steno-typist and directly typed by her in the computer, corrected and pronounced by me in open court this the 30th day of July – 2026.

Principal District Judge,
Sivagangai.

Appellant and Respondent side Witness and Documents : NIL

Principal District Judge,
Sivagangai.

Copy to:-

The Subordinate Judge, Manamadurai.



PRINCIPAL DISTRICT COURT

SIVAGANGAI

A.S.No.1/2024

FAIR/ DRAFT - JUDGMENT

DATE:30.07.2026