



**IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR**

**Present: Tmt. S. Uma Maheswari, B.A., L.L.M.,
Additional Subordinate Judge,
Tiruppur.**

Wednesay, this 12th day of August – 2026

**O.S No: 350-2023
CNR No: TNTI04-001478-2023**

Sivakumar

..... Plaintiff

//Versus//

Shankar

..... Defendant

This suit came before me for final hearing on 17.07.2026 in the presence of Thiru. A. Rajesh, B.Lit., B.L., Advocate for the plaintiff, and Thiru. K. Kanagasabai., B.A., B.L., Advocate for the defendant and upon perusing available material records, and upon perusing both side evidence and arguments and having stood over for consideration till this day, today this court delivered the following..

JUDGMENT

The plaintiff has been filed the suit for specific performance directing the defendant to execute the sale deed in respect of the suit property in favour of the



plaintiff after the receipt of balance consideration of Rs.20,000/-. In default of the defendant to execute the sale deed, the court may be to execute the sale deed in favour of the plaintiff as per suit sale agreement dated 06.08.2020. The plaintiff also claiming the alternative relief of directing the defendant to pay a sum of Rs.4,49,000/- together with interest for Rs.6,91,460/- at the rate of 18%p.a from the date of suit till the date of realization along with compensation to the tune of Rs.50,000/-.Further seeking the relief creating charge over the suit property for the repayment of the said amount by the defendant along with permanent injunction restraining the defendant, their men, agents, successor from alienating or encumbering the suit property till the execution of the sale deed in favour of the plaintiff and cost.

1. **Brief case of the Plaintiff:**

The suit property is situated at Madhalipalayam Village, Tiruppur Taluk, Tiruppur District and belongs to the defendant under Sale Deeds bearing Document Nos.1041/2019 and 1046/2019. The defendant agreed to sell the property to the plaintiff for a total sale consideration of Rs.4,69,000/-. Accordingly, on 06.08.2020, the defendant received Rs.4,49,000/- as advance sale consideration and executed a registered Sale Agreement (Doc. No.2489/2020) in favour of the plaintiff before the SRO, Thottipalayam. The parties agreed that the defendant would execute the sale deed within 11 months after clearing dues,



effecting revenue mutation, and measuring the property, and that time was not the essence of the contract. The plaintiff has always been ready and willing to perform his part of the contract by paying the balance sale consideration of Rs.20,000/-. After the mutation, the plaintiff repeatedly requested the defendant to execute the sale deed, but the defendant kept postponing the transaction on one pretext or another. Therefore, the plaintiff issued a legal notice dated 30.06.2021, calling upon the defendant to execute the sale deed, but the defendant deliberately avoided service, and the notice was returned unserved on 05.07.2021. The plaintiff further learnt during the second week of June 2021 that the defendant was attempting to alienate the suit property to third parties due to the increase in its market value. As the defendant failed to honour the Sale Agreement despite the plaintiff's continuous readiness and willingness, the plaintiff filed the present suit seeking specific performance. Alternatively, the plaintiff claimed refund of the advance amount along with interest for Rs.6,91,460/- at the rate of 18% interest per annum from the date of suit and Rs.50,000/- as compensation, and create a charge over the suit property for the repayment of the above said amount by the defendant besides seeking an injunction restraining the defendant from alienating or encumbering the suit property till the execution of the sale deed in favour of the plaintiff.

**2. Brief case of the Defendants 1 and 2:**

The defendant contends that the plaintiff's suit is false, fabricated, fraudulent, and filed with an intention to mislead the Court. The defendant admits only that the suit property belongs to him under the registered Sale Deed bearing Document No.1041/2019 registered at the Sub-Registrar Office, Thottipalayam. He specifically denies that he intended to sell the property to the plaintiff or that he received an advance of Rs.4,49,000/- on 06.08.2020. According to the defendant, the registered Sale Agreement dated 06.08.2020 (Document No.2489/2020) was never intended to be acted upon as a genuine sale agreement. It was executed only as a nominal security document at the request of his father, Palanichamy, who had borrowed Rs.4,00,000/- from one Selvarani, and the plaintiff was shown as a guarantor. The defendant asserts that no sale consideration was paid, no sale transaction was intended, and the plaintiff never approached him to complete the sale within the agreement period. Further the defendant stated that, the real fact is that, the father of the defendant, namely, Palanisamy is doing real estate business at Tiruppur. Hence the necessity for the business of his father, on 06.08.2020 the plaintiff's father borrowed a sum of Rs.4,00,000/- from one Selvarani, who is residing at Erode . At the time of borrowal, at request of Selvarani the suit sale agreement was executed in favour of the plaintiff, who is the family friend of Selvarani. At the time of borrowal,



the father of the plaintiff also handover 10 cheques and 5 Pro notes and unfilled 4 stamp papers with signatures of the Palanisamy, to the Selvarani. Thus Selvarani also filed another suit in PSJ, Tiruppur in O.S. No. 350/2023 through her benami one Vasanthi. The defendant further submits that the present market value of the property is about Rs. 17,50,000/- to Rs. 18,50,000/-, making it improbable that he would agree to sell it for Rs.4,69,000/-. He denies receiving any legal notice, denies attempting to sell the property to third parties, and contends that the plaintiff is not entitled to specific performance, refund of Rs.6,91,460/-, or damages of Rs.50,000/-. Therefore, the defendant prays that the suit be dismissed with costs.

3. On perusal of plaint, written statement and documents the court framed the following issues.

1. Whether the sale agreement entered between the Plaintiff and Defendant on 6.8.2020 registered as Doc.No. 2489/2020 is a true and genuine one?
2. whether the Plaintiff is entitled to the relief of specific performance as prayed for in the plaint?
3. Whether the Plaintiff is entitled to the alternative relief of return of the amount as prayed for in the suit?



4. Whether the Plaintiff is entitled to the relief of compensation as prayed for in the suit?

5. Whether the Plaintiff is entitled to the relief of charge over the suit property for the repayment of amount as prayed for in the plaint?

6. Whether the Plaintiff is entitled to the relief of permanent injunction as prayed for in the suit?

7. Whether the sale agreement was executed for the purpose of loan as pleaded by the defendant in the written statement is true one or not?

8. To what further reliefs the parties are entitled to?

4. On the side of plaintiff , plaintiff was examined as PW1 and Ex.A1 to A6 marked. On the side of Defendants DW1 and DW2 were examined and Ex.B1 to B5 and Ex.Y1 were marked.

Determination of issues:-

5. Issue No.1, 7:-

1.Whether the sale agreement entered between the Plaintiff and Defendant on 6.8.2020 registered as Doc.No. 2489/2020 is a true and genuine one?

7. Whether the sale agreement was executed for the purpose of loan as pleaded by the defendant in the written statement is true one or not?



5.1) First the court take issue No.1 for discussion. As per pre suit notice and plaint averments, the case of the plaintiff is that, the suit property is absolutely belongs to the defendant, by virtue of sale deed document Nos.1041/2019 and 1046/2019. As the defendant intended to sell the suit property, the plaintiff proposed to purchase the sale for the consideration of Rs.4,69,000/-. On 06.08.2020 the defendant has received a sum of Rs.4,49,000/- as advance. On the same day the defendant executed a suit sale agreement, which was registered before SRO Thotipalayam in document No.2489/2020.

5.2) Per contra, on the side of defendant taken stand in his written statement that, the plaint allegation is totally false, and the defendant never executed the alleged suit sale agreement in favour of defendant for sold his suit property to the defendant. If the defendant have intention to sell the suit property to the defendant, the balance amount of Rs.20,000/- to be given on the same day of sale agreement deed. The defendant not asked 11 months period for paying the balance amount of Rs.20,000/-.

5.3) Further the defendant stated that, the real fact is that, the father of the defendant, namely, Palanisamy is doing real estate business at Tiruppur. Hence the necessity for the business of his father, on 06.08.2020 the plaintiff's father borrowed a sum of Rs.4,00,000/-from one Selvarani, who is residing at Erode . At the time of borrowal, at request of Selvarani the suit sale agreement



was executed in favour of the plaintiff, who is the family friend of Selvarani. At the time of borrowal, the father of the plaintiff also handover 10 cheques and 5 Pro notes and unfilled 4 stamp papers with signatures of the Palanisamy, to the Selvarani. Thus Selvarani also filed another suit in PSJ, Tiruppur in O.S. No. 350/2023 (But as per Ex.B5 original number is O.S.351/2023, he wrongly mentioned this case number as O.S.350/2023) filing through her benami one Vasanthi.

5.4) If the defendant denied the execution of alleged suit pro note, on the side of plaintiff, plaintiff was examined as PW1 and Ex.A1 to A6 were marked Ex.A1 was suit sale agreement dated 06.08.2020. Ex.A2 was Sale Deed in the name of the defendant dated 28.02.2019. Ex.A3 was Sale Deed in the name of the defendant Doc.No.1046/2019 dated 28.02.2019. Ex.A4 was Advocate notice along with postal receipt dated 30.06.2021. Ex.A5 was Returned postal cover dated 05.07.2021. Ex.A6 was encumbrance certificate dated 04.08.2023 . In the chief examination of Pw1, he confirming the plaint averments. But at the time of cross examination Pw1, he confirmed the statement given by the defendant in his written statement. In the cross examination of PW1 he stated that,

" என்னுடைய மாமியார் பெயர் வசந்தி"

"என்னுடைய மாமியாருக்கு குடும்பநாயக்கன் பாளையத்தில் செல்வராணி என்ற உறவினர் உள்ளார் என்றார் சரி"



Therefore, the defendant mentioned the name of Vasanthi and one Selvarani in his written statement as close relative of plaintiff was admitted in the evidence of plaintiff. Pw1 itself admitted that Vasanthi is his mother in law and the said Selvarani is relative of his Mother in Law.

5.5) Further, the plea of the defendant is that the alleged suit sale agreement Ex.A1 was executed in favour of plaintiff as nominal sake. If really the sale agreement is executed for the purpose of selling the suit property the attestor of the sale agreement was examined. More over the plaintiff contradictorily stated that the details of defendant was not known to him. In the cross-examination of Pw1, he stated that,

"பிரதிவாதியின் அலைபேசி எண் தெரியாது என்றால் தெரியும். அலைபேசி எண் என்ன என்றால் தெரியாது"

Hence really the plaintiff and defendant entered into sle agreement and intention to purchase the property from the defendant, he obtain the mobile number of the defendant. But in the case Pw1 deposed that the mobile number of the defendant is not known to him.

5.6) Another point is that the duration of execution of sale was mentioned as 11 months. In this regard the plaintiff taken stand in the plaint to mutation of revenue records in the name of defendant. Hence 11 months duration was given. Thereafter the defendant rectifies the revenue records. But not willing to execute



the sale deed. In this regard the learned counsel for defendant asked the question to Pw1, he stated that,

" வருவாய் ஆவணங்களை பிரதிவாதி சரி செய்து விட்டார் என்று முதல் விசாரணை சொல்லியுள்ளேன் என்றால் சரி. ஆனால் கிரையத்திற்கு அவர் வரவில்லை. தாவாச் சொத்தை பொறுத்து பிரதிவாதி என்ன மாற்றங்கள் வருவாய் ஆவணங்களில் செய்தார் என்றால் எதையும் மாற்றவில்லை. அதனால் வருவாய் ஆவணங்களில் மாற்றங்கள் செய்வதற்காக 11 மாதங்கள் என்று சொல்வதே பொய்."

Hence, the reason for the duration of 11 months is sake and nominal one.

5.7) Moreover, on perusal of documents produced on the side of plaintiff, the court found that the original sale agreement was marked as Ex.A1. The original sale deed in the name of defendant is marked as Ex.A2 and Ex.A3. The legal notice sent by the plaintiff is marked as Ex.A4. The Return Postal cover was marked as Ex.A5. The encumbrance certificate for the period of 06.08.2022 to 03.08.2023 was marked as Ex.A6. In the suit the plaintiff seeking the specific performance in respect of suit property. Sale agreement only executed and total consideration not paid by the plaintiff. In the circumstances the original sale deeds of defendant in respect of suit property was hand over to the plaintiff, which was marked as Ex.A2 and Ex.A3. Normally original parent deed was handed over to the purchaser after the registration of sale deed completed. But in the case the original sale deeds of the defendant were handed over to the plaintiff



at the time of execution of sale agreement itself. It is suspicious one.

5.8) Further the encumbrance certificate marked on the side of defendant was marked as Ex.A6. The encumbrance certificate also not taken by the plaintiff at the time of execution of sale agreement. He obtained the encumbrance certificate only on 04.08.2023 before filling of the suit, but the date of sale agreement is on 06.08.2020. In this regard the learned counsel for defendant cross examined Pw1. At the time of cross examination of PW1, he stated that,

"வா.சா.ஆ.1 ஏற்படுவதற்கு முன்பு வில்லங்கம் பார்த்தேனா என்றால் பார்க்கவில்லை"

Hence without looked into the encumbrance of the suit property, the plaintiff have willing to purchase the suit property as suspicious one.

5.9) Regarding the sale consideration, the plaintiff itself admitted that advance amount was not paid through bank, no evidence available for he paid the advance amount, and available in the hands of the plaintiff. Hence the learned counsel for defendant argued that at request of selvarani without obtained any advance amount, the defendant executed Ex.A1 sale agreement. Hence the sale agreement is not valid one.

5.10) On the side of defendant, defendant as well as his father also given evidence for supporting the allegation mentioned in the written statement. In the



cross examination of Dw1, he confirming the averments in the written statement he also marked Ex.B1 to B5 documents. Ex.B1 was registered sale agreement in between defendant and Selvarani dated 08.03.2019 in respect of the suit property. Ex.B2 was registered sale agreement between defendant and Selvarani dated 07.02.2020 in respect of nearer to the suit property. Ex.B3 was registered cancellation of sale agreement between defendant and Selvarani dated 07.02.2020 in respect of suit property. Ex.B4 encumbrance certificate dated 30.09.2025. Ex.B5 was written statement filed by the defendant in O.S.351/2023 on the file of Principal Subordinate Court, Tiruppur.

5.11) In the written statement the plaintiff taken the rebuttal evidence for the father of the plaintiff, namely, Palanisamy doing real estate business at Tiruppur as necessity of amount for the business, he borrowed Rs.4,00,000/- on 06.08.2020. But the documents produced by the Ex.B1 to Ex.B3 reveals that the sale agreement and cancellation of sale agreement dated 08.03.2019 and 07.02.2020 respectively. Ex.B5 documents also reveals that sale agreement was executed by the defendant in favour of Vasanthi on 06.08.2020. But on perusal of Ex.B4 encumbrance certificate the court found that 2 agreements and one cancellation agreement were executed by the defendant in favour of Selvarani. In the written statement, the defendant did not mentioning the documents of Ex.B1 to Ex.B3, but in the chief examination of Dw1 itself the defendant stated



the document B1 to B3. However, the defendant taken the stand for the sale agreement executed at request of Selvarani for borrowing the loan by the father of the defendant. In this aspect only the defendant produced Ex.B1 to B3 registered documents.

5.12) Further, on the side of defendant the father of the defendant was examined as Dw2. He contradictorily stated that he borrowed a sum of Rs.2,00,000/- only. He deposed that he borrowed Rs.2,00,000/- from Selvarani on 08.03.2019. He paid interest only, principal amount not paid. His son/defendant executed the sale agreement on 07.02.2020. The defendant has not intention to sell the suit property to the plaintiff at amount of Rs.4,69,000/-. Because the present market value of the property is Rs.17,50,000/- (Dw2 deposed on 22.04.2026). At the time of cross examination of Dw2 the plaintiff side not denied the real estate business of Dw1 and Dw2.

5.13) If the defendant itself denied the execution of sale agreement for the purpose of to sell the suit property, the plaintiff ought to have examined the witnesses mentioned in the sale agreement. But on the side of the plaintiff, attestor not examined.

5.14) In view of the above mentioned facts and circumstances the sale agreement between plaintiff and defendant on 06.08.2020 registered at document No.2489 is not true and genuine one. The sale agreement was executed for the



purpose loan as pleaded by the defendant in the written statement is true one.

Issue No.1 and 7 are answered accordingly.

6. Issue No.2,

2. whether the Plaintiff is entitled to the relief of specific performance as prayed for in the plaint?

Already issue no.1 is decided against the plaintiff as the alleged suit sale agreement is not true and genuine. The plaintiff is not entitled to the specific performance based on the suit sale agreement Doc.NO.2489/2020 dated 06.08.2020. Issue no.2 is answered accordingly.

7. Issue No.3:-

3. Whether the Plaintiff is entitled to the alternative relief of return of the amount as prayed for in the suit?

7.1) In the case issue 1 and 2 already decided as against the plaintiff and this court decided that the plaintiff is not entitled to the relief of specific performance as prayed for. In the matter the plaintiff claiming the alternative relief of return of advance amount of Rs.4,49,000/- along with interest at 18% from the defendant. The defendant taken the plea for the father of the defendant borrowed a sum of Rs.4,00,000/- from one Selvarani alone not for the plaintiff. On the side of plaintiff the attestor of the sale agreement was not examined for the amount transferred between the plaintiff and the defendant. However the



defendant itself admitted that the alleged suit sale agreement was executed by the defendant for a sum of Rs.4,00,000/- borrowed by his father. The signature and execution of the defendant was not denied. Hence the sale agreement was treated as loan document/deed. Since the defendant itself admitted that as per sale agreement/loan documents they will pay the principal amount of Rs.4,00,000/-. Hence mode of transfer of amount need not be proved by the parties. Further the defendant not produced any documents for he already paid the interest. Hence the plaintiff is entitled to the alternative relief of return of the amount from the defendant along with interest as prayed for in the suit. Issue no.3 is answered accordingly.

8.Issue.No.4:-

4. Whether the Plaintiff is entitled to the relief of just compensation as prayed for in the suit?

8.1) In the case the plaintiff not specifically mentioned for his mental agony for non payment of suit amount by the defendant in the plaint and his evidence. Hence the plaintiff is not entitled to the relief of compensation as prayed for in the suit. Issue no.4 is answered accordingly.

9.Issue.No.5:-

5. Whether the Plaintiff is entitled to the relief of charge over the suit property for the repayment of amount as prayed for in the plaint?



Already Issue No.3 is decided in favour of the plaintiff, that is the plaintiff is entitled for return of suit amount from the defendant, if the plaintiff failed to pay the suit amount, the plaintiff is entitled to the relief of charge over the suit property for the repayment of amount. Issue.No.5 answered accordingly.

10.Issue.No.6:-

6. Whether the Plaintiff is entitled to the relief of permanent injunction as prayed for in the suit?

Already charge was created over the suit property, if the defendant failed to pay the suit amount, the plaintiff is not entitled to the relief of permanent injunction as prayed for in the suit. Issue.No. 6 is answered accordingly.

11.Issue.No.8:-

8. To what further reliefs the parties are entitled to?

Since the issue no.3 is decided in favour of the plaintiff that, he is entitled for the relief of suit amount from the defendant , the plaintiff is also entitled for the cost of the suit from the defendant.

12) Findings:

In the result the suit is partly decreed in respect of alternative relief claimed by the plaintiff. The defendant is directed to pay a sum of Rs.6,91,460/- along with interest at 9% p.a from the date of suit till the decree and interest at 6% from the date of decree till the realization of suit amount for the advance



amount of Rs.4,49,000/- to the plaintiff. Time for payment is one month, failing which charge created over the suit property for the repayment of above said amount. The suit against the defendant in respect for specific performance compensation and permanent injunction in respect of suit property are dismissed. The defendant shall bare the cost of the plaintiff.

Directly dictated to Steno-Typist and directly typed by her and corrected and pronounced by me in the Open court on this 12th day of August – 2026.

**Additional Subordinate Judge,
Tiruppur.**

Annexure:

1. Plaintiff's side witness :-

PW1 - Sivakumar

2. Plaintiffs Exhibits :-

Ex.A1	06.08.2020	Registered Sale Agreement between the plaintiff and the defendant.	Original
Ex.A2	28.02.2019	Sale Deed in the name of the defendant	Original
Ex.A3	28.02.2019	Sale deed in the name of the defendant Doc.No.1046/2019	Original
Ex.A4	30.06.2021	Advocate Notice along with postal receipt	Office Copy
Ex.A5	05.07.2021	Returned postal cover	Original
EX.A6	04.08.2023	Encumbrance Certificate for the period from 06.08.2020 to 03.08.2023	Original



3. Defendant side Witness :-

DW1 - Sankar
DW2 - Palanisamy

4. Defendant Exhibits :-

Ex.B1	08.03.2019	Registered sale Agreement between defendant and Selvarani (Doc.No.1206/2010)	Certified Copy
Ex.B2	07.02.2020	Registered sale Agreement between defendant and Selvarani (Doc.No.579/2020)	Certified Copy
Ex.B3	07.02.2020	Registered cancellation of sale Agreement between defendant and Selvarani (Doc.No.578/2020)	Certified Copy
Ex.B4	30.09.2025	Encumbrance certificate for the period from 01.01.2020 to 29.09.2025	Original
Ex.B5	13.02.2024	Written statement filed by the defendant in O.S.No.351/2023 before the Tiruppur Principal Sub Court	Copy

5. Witness Exhibits :-

Ex.Y1		Witness Aadhar Card compared with original	Xerox Copy
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**Additional Subordinate Judge,
Tiruppur.**