

IN THE COURT OF ADDITIONAL DISTRICT JUDGE
(FAST TRACK COURT), KUMBAKONAM.

Present : Tmt. J.Rathika, M.A., M.L.,
Additional District Judge (F.T.C.), Kumbakonam.

Tuesday, the 17th Day of March, 2026

O.S.No. 136/2019 and OS. No. 48/2021

CNR No.TNTJ010070962019 and CNR No.TNTJ010021442021

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Parties in O.S.No. 136/2019:-

T.Raju, represented by his Power Agent, ... Plaintiff
T.Kalaimani
(Amended as per order in IA.No.162/2021, dt: 15.03.2022)
/Vs/

J.Shanthi. ... Defendant

Parties in O.S.No. 48/2021:-

J.Shanthi. ... Plaintiff
/Vs/

T.Raju ... Defendant

Both suits tried together and came before this court for final hearing on 11.03.2026 in the presence of Thiru.C.Nedunchezian, Advocate for the plaintiff in OS.No.136/2019 and for the defendant in OS. No.48/2021 and of Thiru.M.S.Rapheal Raj, Advocate for the plaintiff in OS. No.48/2021 and for the defendant in OS. No. 136/2019 and upon hearing the arguments on both sides and upon perusing both side documents and having stood over for consideration till this day, this court doth delivers the following:-

COMMON JUDGMENT

1) Prayer in O.S.No. 136/2019:-

The suit has been filed by the plaintiff for the main relief of specific performance of contract directing the defendant to execute a valid and proper Sale Deed in favour of the plaintiff conveying the Suit Property under the suit sale

agreement dated 17.10.2018 and have it duly registered and complete the sale agreement, and on failure of the Defendant to do so, to execute a proper and valid Sale Deed providing for, in the decree for the execution of the sale deed by this Hon'ble Court in favour of the plaintiff and have it duly registered under law or for the alternative relief of recovery of money directing the defendant to pay plaintiff a sum of Rs. 11,16,921.60 with subsequent interest at 12% P.A from the date of the suit till the date of realization of the amount in full and create a charge over the Suit Property and also for costs of the suit.

2) Prayer in O.S.No. 48-2021 :-

The suit has been filed by the plaintiff for the relief of permanent injunction restraining the defendant and his men from in any way interfering with the peaceful possession and enjoyment of the plaintiff in the suit property by means of permanent injunction and also for the relief of permanent injunction restraining the defendant and his men from cutting and removing the trees standing on the fence of the suit property and for costs.

3) The averments of amended plaint in OS. No.136/2019 in brief :-

The Suit Property is a Nanja land which is situated No.2 Sholapuram village in Kumbakonam Taluk and which is covered by R.S. No.78. The defendant is the absolute owner of the Suit Property. The defendant had purchased the suit property from M. Kathan on 20.04.2005 through a registered sale deed for valid sale consideration. The above sale deed was duly registered before the Sub Registrar of Kumbakonam as document No. 1314/ 2005. By virtue of the above sale deed, the defendant became the absolute owner of the same. The defendant has entered into an agreement of sale in respect of the Suit Property on 17.10.2018.

The Main terms and conditions of the sale agreement dated 17.10.2018 are as follows:

A) The total sale consideration has been fixed under the above sale agreement is

Rs.14,10,000/- (Rupees Fourteen Lakhs and Ten Thousand Only).

B) A sum of Rs. 10,10,000/- (Rupees Ten Lakhs and Ten Thousand Only) has been paid by the plaintiff to the defendant on 17.10.2018 i.e. on the date of sale agreement.

C) The time was fixed for the due completion of the above sale transaction is 3 months.

D) The plaintiff has to pay the balance sale consideration of Rs.4,00,000/-to the defendant and purchase the stamp papers and get the Sale Deed registered from the defendant.

E) The defendant has to receive the balance sale consideration of Rs.4,00,000/- from the plaintiff and to execute a Sale Deed in favour of the plaintiff.

The above sale agreement was duly executed between the plaintiff and the defendant on 17.10.2018.

The plaintiff is always ready and willing to perform his part of the sale agreement and he approached the defendant for several times and conveyed his willingness and readiness. But the defendant has been evading to execute a sale deed in favour of the plaintiff. The Plaintiff approached the defendant on 25.12.2018 with balance sale consideration and requested her to execute a sale deed in his favour. But she has evading to execute a sale deed in favour of the plaintiff. The plaintiff approached on 20.01.2019 and requested her to execute a sale deed in his favour. Unfortunately her husband Jeevanandam expired on 16.01.2019. Hence, she wants 3 months time to receive the balance sale consideration and execute a sale deed in favour of the plaintiff. She has evading to execute a sale deed in favour of the plaintiff. The plaintiff approached the defendant on 01.05.2019 with balance sale consideration and requested the defendant to receive the same and execute a sale deed in favour of the plaintiff. But the defendant has evading to receive the same and execute a sale deed in favour of the plaintiff. Then the plaintiff approached the defendant on 22.08.2019 with balance sale consideration and requested the defendant to receive the same and to execute a Sale Deed in his favour. But the defendant refused to do so without any

reasons whatsoever. Even though the plaintiff is always ready and willing to perform his part of the sale agreement. The defendant has miserably failed to perform his part of the sale agreement all along without any valid reasons whatsoever. The Plaintiff issued notice through his counsel to the defendant on 24.08.2019 requesting the defendant to execute a Sale Deed in favour of the plaintiff within a week. The defendant received the notice on 26.08.2019. The defendant has neither replied nor complied with the demand. The office copy of the notice and acknowledgement are filed herewith. The plaintiff is entitled to get a Sale Deed as per the sale agreement dated, 17.10.2018 through process of law. The plaintiff is always ready and willing to perform his part of the sale agreement and even now he is ready and willing to perform his part of the sale agreement. But the defendant refused to execute a Sale Deed in favour of the plaintiff. Hence, the plaintiff has come forward with this suit for the relief of specific performance against the defendant. Meanwhile, the defendant is making arrangements to sell the Suit Property to third party. She is negotiating to sell the Suit Property to third party on 31.08.2019. The plaintiff has come to know that the defendant is making arrangements to sell the Suit Property to third party ignoring the sale agreement entered into with the plaintiff. Hence, the plaintiff has filed an injunction application against the defendants restraining him from in anyway alienating, selling, encumbrancing or otherwise dealing with the Suit Property except to the plaintiff till the disposal of the suit. The plaintiff has come forward with this suit for the relief of specific performance as the main relief. If this Hon'ble Court finds fault with the plaintiff, the plaintiff is entitled to the relief of refund of amount with interest at 12% from the date of payment, till the date of realization of the amount in full as an alternative relief. The plaintiff is entitled to claim interest at 12% to the amount paid to the defendant. Hence, the plaintiff has come forward with this suit for the relief of specific performance as the main relief and refund of amount paid under the suit sale agreement with interest as an alternative relief.

4) The averments of the Written Statement in OS. No.136/2019 in brief:-

This defendant denies each and every averments in the Plaint except those that are specifically admitted herein and put the Plaintiff to strict proof of the same. The suit as framed is not maintainable. The plaintiff was a close friend to the husband of the defendant. Both were worked in foreign country. After returning from foreign country, they were doing lot of businesses jointly. But, the defendant does not know the above said facts. The Sale agreement dated 17.10.2018 is not true. Since, the plaintiff had obtained the signature of the husband of the defendant in blank stamp papers and plain papers and forgedly prepared the Sale Agreement, and thus the plaintiff is not entitled for the main relief of specific performance. The plaintiff never gave any amount to the defendant as alleged in the sale agreement. It is utter false to state that the plaintiff has given Rs.10,10,000/- to the defendant. Since, no amount was given by the plaintiff to the defendant and as such, the plaintiff is not entitled for the relief of recovery of money as alternative relief. The plaintiff's family got 5 acres of land on the southern side of the suit property. Since there is no access to the land from street, the plaintiff has requested the defendant and her husband, they have executed a registered sale deed in that survey number measuring 10 feet width on the western side for pathway. In the remaining property, except the said pathway property, the defendant has constructed a house in that survey number and residing with his family. Since, there is no house property to the defendant, she has not given consent to sell the property to the plaintiff. The plaintiff has made arrangements to the defendant and her husband from third parties and during the course of loan transactions, the plaintiff has obtained signatures in blank papers from the defendant and her husband and now the plaintiff has created them as Sale Agreement. There is no whisper, since 2/3rd of the amount was stated to be given, why the original deeds were not obtained as pledge? and why the possession was not taken? In this regard, the plaintiff has not prayed any relief in the suit and it will reveal the fact that the suit sale agreement is a forged one. After the demise of the husband of the defendant, the

plaintiff has requested the defendant to sell the 10 feet width pathway situated in the western side of the suit property. Since the defendant refused to sell, the plaintiff has forged the above mentioned blank and signed stamp paper as sale agreement and filed this suit. The copy of the reply notice issued by the defendant to the lawyer notice issued by the plaintiff is filed along with the written statement. Since the plaintiff has attempted to encroach the western side of the suit property by cutting the fence, the defendant has filed a suit for permanent injunction before the Principal District Munsif Court, Kumbakonam in OS.423/2019 and the same is pending. Without seeking a prayer for permanent injunction in this suit, the petition filed by the plaintiff for temporary injunction is not maintainable. Further, there is no right to the plaintiff to prevent the defendant, who is the absolute owner of the suit property, to sell the same to third party. There is no occasion to sell the property, since it is one and only property for residence to the defendant. There is no encumbrance, except a pledge loan of Rs.5,00,000/- from 3rd party, by pledging the original deed by the husband of the defendant through his brother. The defendant hereby undertakes not to sell the suit property till the disposal of the suit. The description of property is not correct. There is no cause of action. The plaintiff is not entitled to any relief. Therefore, it is prayed to dismiss the suit with costs.

5) Upon perusing the plaint and the written statement the following issues were framed in OS. No. 136/2019 :-

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| 1) | Whether the plaintiff is entitled for the decree directing the defendant to execute the sale deed in favour of the plaintiff as per the Sale agreement dated: 17.10.2018? |
| 2) | To what relief the plaintiff is entitled? |

6) The averments of amended plaint in OS. No. 48/2021 in brief :-

The suit property mentioned in the description of property is absolutely owned by the plaintiff mentioned as A, B, C & D in the plaint plan and it is in the possession

and enjoyment of the plaintiff. The suit site was purchased by the plaintiff on 20.04.2005 under a registered sale deed and the original is under pledge for a loan amount of Rs.5,00,000/- by the husband of the plaintiff. Out of entire 40 Kuzhi purchased property, the plaintiff has sold 4.1/2 Kuzhi land on the western side through a registered sale deed. In the remaining portion, the plaintiff is residing with her family by constructing a house and the same is the suit property. The plaintiff has fenced on the East, West and South boundaries of the suit property and there are trees in the boundaries. On the back side of the house, the plaintiff has constructed a thatched superstructure for kitchen. On the southern side there are coconut trees. On the boundaries, the fences were damaged and the living trees alone standing. Therefore, the suit property is in the enjoyment and possession of the plaintiff. The defendant family is owning 5 acre lands next adjacent to the suit property. The defendant family members are using the pathway situated next to the suit property. The defendant and the husband of the plaintiff are friends and worked in abroad. The husband of the plaintiff died on 16.01.2019. The defendant and the husband of the plaintiff are doing many businesses jointly. The details of the business are not known to the plaintiff. In order to avail loan from 3rd party for the needs of the plaintiff husband, the defendant has obtained the signature of the plaintiff and her husband in many blank papers and blank stamp papers. The plaintiff never availed any loan from the defendant. At the time of death of the husband of the plaintiff, the defendant has spent money for the funeral function. After the demise, the defendant has requested to sell 10 feet width in the western side of the suit property, so as to enable to build a RCC house in his property, which is situated on the southern side of the suit property. One Kasiraman, who is the friend of the defendant has also recommended to sell the property to the defendant. But, the plaintiff has refused to sell the property, since she has already sold 10 feet width in the suit property to third party and due to this the defendant became enmity with the plaintiff. Due to the enmity, the defendant has issued notice to the plaintiff on 24.08.2019 demanding to execute sale deed for the

entire suit property, stating that the plaintiff and her husband had agreed to sell the suit property as per Sale Agreement dt: 17.10.2018. Either the plaintiff or her husband have never entered any Sale Agreement with the defendant. The alleged Sale Agreement, dt: 17.10.2018 is fabricated one, by using the above mentioned signed blank papers and blank stamp papers. The plaintiff has not received any amount from the plaintiff and thus has informed the defendant as well as to Kasiraman on 27.08.2019, as she is not willing to sell the property to the defendant. Enraged over the refusal, the defendant has come forward with his men on the same day and attempted to cut the trees standing on the boundaries and the act was thwarted by the plaintiff with the help of her sons. The defendant has no right to do so and therefore the plaintiff has filed this suit for permanent injunction restraining the defendant and his men from in any way interfering with the peaceful possession and enjoyment of the plaintiff in the suit property and also restraining the defendant and his men from cutting and removing the trees standing on the fence of the suit property.

7) The short averments of Written Statement in OS. No. 48/2021:-

The suit as framed by the Plaintiff is not maintainable both under Law and on facts and same has to be dismissed in limine. The allegations and averments made in the plaint are all false, frivolous and vexatious. This defendant denies all the allegations made in the plaint except those that are herein after expressly admitted herein and the plaintiff is put to strict proof thereof. The Suit Property is a Nanja land which is situated No.2 Sholapuram village in Kumbakonam Taluk covered by R.S. No.78. The plaintiff is the absolute owner of the Suit Property. The plaintiff had purchased the suit property from M. Kathan on 20.04.2005 through a registered sale deed for valid sale consideration. The above sale deed was duly registered before the Sub Registrar of Kumbakonam as document No. 1314/ 2005. By virtue of the above sale deed, the plaintiff became the absolute owner of the same. The defendant has entered into an agreement of sale with the plaintiff in respect of the Suit Property on

17.10.2018. The Main terms and conditions of the sale agreement dated 17.10.2018 are as follows:

- A) The total sale consideration has been fixed under the above sale agreement is Rs. 14,10,000/- (Rupees Fourteen Lakhs and Ten Thousand Only).
- B) A sum of Rs. 10,10,000/- (Rupees Ten Lakhs and Ten Thousand Only) has been paid by the defendant to the plaintiff on 17.10.2018 i.e. on the date of sale agreement.
- C) The time was fixed for the due completion of the above sale transaction is 3 months.
- D) The defendant has to pay the balance sale consideration of Rs. 4,00,000/- to the plaintiff and purchase the stamp papers and get the Sale Deed registered from the plaintiff.
- E) The plaintiff has to receive the balance sale consideration of Rs. 4,00,000/- from the defendant and to execute a Sale Deed in favour of the plaintiff.

The above sale agreement was duly executed between the plaintiff and the defendant on 17.10.2018. The defendant is always ready and willing to perform his part of the sale agreement and he approached the plaintiff for several times and conveyed his willingness and readiness. But the plaintiff has been evading to execute a sale deed in favour of the defendant. The defendant approached the plaintiff on 25.12.2018 with balance sale consideration and requested her to execute a sale deed in his favour. But she has evading to execute a sale deed in favour of the defendant. The defendant approached on 20.01.2019 and requested her to execute a sale deed in his favour. Unfortunately her husband Jeevanandam expired on 16.01.2019. Hence, she wants 3 months time to receive the balance sale consideration and execute a sale deed in favour of the defendant. She has evading to execute a sale deed in favour of the defendant. The defendant approached the plaintiff on 01.05.2019 with balance sale consideration and requested the plaintiff to receive the same and execute a sale deed in favour of the defendant. But the plaintiff has evading to receive the same and execute a sale deed in favour of the defendant. Then the defendant approached the

plaintiff on 22.08.2019 with balance sale consideration and requested the plaintiff to receive the same and to execute a Sale Deed in his favour. But the plaintiff refused to do so without any reasons whatsoever. Even though the defendant is always ready and willing to perform his part of the sale agreement. The plaintiff has miserably failed to perform his part of the sale agreement all along without any valid reasons whatsoever. The defendant issued notice through his counsel to the plaintiff on 24.08.2019 requesting the plaintiff to execute a Sale Deed in favour of the defendant within a week. The plaintiff received the notice on 26.08.2019. The plaintiff has neither replied or complied with the demand. The office copy of the notice and acknowledgement are filed herewith. The defendant is entitled to get a Sale Deed as per the sale agreement dated, 17.10.2018 through process of law. The defendant is always ready and willing to perform his part of the sale agreement and even now he is ready and willing to perform his part of the sale agreement. But the plaintiff refused to execute a Sale Deed in favour of the defendant. Hence, the defendant has come forward with this suit for the relief of specific performance against the plaintiff. Meanwhile, the plaintiff is making arrangements to sell the Suit Property to third party. She is negotiating to sell the Suit Property to third party on 31.08.2019. The defendant has come to know that the plaintiff is making arrangements to sell the Suit Property to third party ignoring the sale agreement entered into with the defendant. Hence, the defendant has filed an injunction application against the plaintiff restraining her from in anyway alienating, selling, encumbering or otherwise dealing with the Suit Property except to the defendant till the disposal of the suit. The defendant has come forward with this suit for the relief of specific performance as the main relief. If this Hon'ble Court finds fault with the defendant, the defendant is entitled to the relief of refund of amount with interest at 12% from the date of payment, till the date of realization of the amount in full as an alternative relief. The defendant is entitled to claim interest at 12% to the amount paid to the plaintiff. Hence, the defendant has come forward with this suit for the relief of specific

performance as the main relief and refund of amount paid under the suit sale agreement with interest as an alternative relief. The above suit was filed before the Hon'ble Principal District Court, Thanjavur and same was numbered as O.S. 136/2019. Then the above suit was transferred to Additional District Court [Fast Track Court] Kumbakonam and same is pending. It is true that the plaintiff had purchased R.S. No. 78 situate in Sholapuram village in Kumbakonam Taluk from M. Kathan on 20.04.2005. It is not true that the plaintiff sold 4 1/2 kuzhi land to third party for pathway. Who is purchase the property? When the sale deed was executed and registered? The plaintiff bound to prove the sale through proper documentary evidence. The property situated on the western side of the suit property was absolutely owned by K. Mohamed Ismail. T. Kalaimani, who is the brother of the defendant had purchased the property situate on the western side of the suit property from K. Mohamed Ismail through his power agent N. Murugan on 06.12.2017 through a registered sale deed for valid sale consideration. The above sale deed was duly registered before the Sub Registrar of Thiruppanandal on 09.02.2018 as document No. 167/2018. By virtue of the above sale deed, T.Kalaimani became the absolute owner of the 200.6 sq. meters in R.S. No. 78. The description of property clearly show that, "சாந்தி வீடு மனைக்கு மேற்கு ". Hence, the contention of the plaintiff is false. It is true that the defendant's brother T. Ramesh got nanja lands on the southern side of the suit property. It is not true that the family members of the defendant used the pathway situate on the western side of the suit property. There is no pathway on the western side of the suit property. The family members of the defendant used the property of Kalaimani to pathway to reach the lands of T. Ramesh. K. Mohamed Ismail was the absolute owner of the property mentioned hereunder situate in Sholapuram village in Kumbakonam Taluk.

| S. No. | R.S. No. | CLASSIFICATION | EXTENT A-C |
|--------|----------|----------------|---------------|
| 1 | 79/11 | Nanjai | 0.10 |
| 2 | 104/7B1 | Nanjai | 0.20 |
| 3 | 110/1 | Nanjai | 0.42 |
| 4 | 110/3A | Nanjai | 0.34 |
| 5 | 110/3C | Nanjai | 0.37 |
| 6 | 110/4 | Nanjai | 0.28 |
| 7 | 111/9 | Nanjai | 0.33 |
| 8 | 79/9 | Nanjai | 0.20 |
| 9 | 79/10 | Nanjai | 0.28 |
| 10 | 104/9 | Nanjai | 0.19 |
| 11 | 111/4 | Nanjai | 0.44 |
| 12 | 104/10 | Nanjai | 0.55 |
| 13 | 110/2 | Nanjai | 0.31 |

T. Ramesh, who is the brother of the defendant, had purchased the above mentioned land from K. Mohamed Ismail through his power agent N.Murugan on 28.09.2016 through a registered sale deed for valid sale consideration. The above sale deed was duly registered before the Sub Registrar of Thiruppanandal on 28.09.2016 as document No. 946/2016. By virtue of the above sale deed, T. Ramesh became the absolute owner of the same. T. Ramesh used the property of T. Kalaimani as pathway to reach his lands. He never used the suit property on the alleged pathway situate on western side of the suit property as pathway to reach his lands. The sketch filed by the plaintiff along with plaint is misleading. It is not true that husband of the plaintiff

and the defendant were jointly conducted several business. It is not true that the husband of the plaintiff demanded more money to his sugar cane whole sale business, and the defendant offered to get loan from third party and get the signature of the plaintiff and her husband in unwritten stamp papers and the plaintiff has not obtained any money from the defendant. It is cock and bull story, when they signed in the unwritten stamp paper? There is no whisper. During the life time of the plaintiff's husband, the plaintiff entered into an agreement of sale with the defendant on 17.10.2018 in respect of the suit property. The sale agreement was signed by the plaintiff on 17.10.2018 and her husband also signed as attestor of the agreement. On the date of sale agreement, the defendant paid Rs. 10,10,000/- to the plaintiff. She received the advance amount from the defendant and signed the sale agreement. She totally concealed the above facts. The allegation made in para 4 of the plaintiff is false and baseless. No incident was took place on 27.08.2019. It is not true that the defendant attempt to cut and remove the trees standing on the fence and try to encroach the property and his attempt was duly prevented. The defendant never attempt to cut and remove the trees standing on the fence of the suit property. Likewise, the defendant never made an attempt to encroach the suit property. There is no cause of action for the suit. No incident was took place on 27.08.2019. The plaintiff is not entitled to get the relief of permanent injunction against the defendant. It is therefore, prayed that the Hon'ble Court may be pleased to dismiss the above suit with costs and thus render justice.

8) Upon perusing the plaint and the written statement the following issues were framed in OS. No. 48-2021 :-

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| 1) | வாதியின் அனுபவ சுவாதீனத்தில் உள்ள தாவாசொத்தில் பிரதிவாதியோ அவரது ஆட்களோ எவ்வித இடையூறும் செய்யக்கூடாது என நிரந்தர உறுத்து கட்டளை பரிகாரம் கோர வாதி உரிமையும் அருகதையும் உடையவரா? |
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| 2) | தாவா சொத்தின் மேற்குபுற வேலியில் உள்ள பொழி மரங்களை பிரதிவாதியோ அவரது ஆட்களோ வெட்டக்கூடாது என நிரந்தர உறுத்து கட்டளை பரிகாரம் கோர வாதி உரிமையும் அருகதையும் உடையவரா? |
| 3) | தாவா சொத்தினை பொறுத்து உபய தரப்பினர்களிடையே 17.10.2018-ல் கிரய எக்ரிமெண்ட் ஏற்பட்டு நிலுவையில் உள்ளதை மறைத்து வாதி வழக்கிட்டுள்ளதாக பிரதிவாதி கூறும் கூற்று உண்மையா? |
| 4) | வேறு என்ன பரிகாரம்? |

9) **Documents and witnesses:-**

The Plaintiff /T.Raju has filed the suit in OS. No.136/2019 for the relief of specific performance and alternative relief of recovery of money as against the defendant / J.Shanthi as per Sale Agreement, dated 17.10.2018 and in respect of the same property, the said defendant / J.Shanthi has filed a suit in OS.423/2019 as against the above plaintiff / T.Raju for the relief of permanent injunction before the Principal District Munsif Court, Kumbakonam. As per order dated 03.02.2021, in Tr.O.P. No.3/2020 on the file of the Principal District & Sessions Court, Thanjavur, the said OS. No.423/2019 was transferred to the Additional District & Sessions Court, Kumbakonam for joint trial along with the suit in OS.No.136/2019 and thus the above said OS. No.423/2019 was transferred to this court and numbered as OS. No.48/2021. Both the cases tried together and the witnesses were examined and documents were exhibited in OS.No.136/2019. The plaintiff T.Raju's power agent T.Kalaimani examined as PW.1, attesor in EX.A1 Kasiraman examined as PW2 and one Kaliaperumal who is stated to be the witness for the occurrence stated to be not happened on 27.08.2019 is examined as PW.3 and Ex.A1 to Ex.7 were marked on the plaintiff side. The defendant Shanthi examined herself as DW.1, one Balachander Senior Revenue Inspector of Taluk Office Kumbakonam examined as DW2 and Ex.B1 to Ex.B3 were marked on the defendant side. Further Ex.X1 and Ex.X2 were

marked when DW2 examined.

10) Ex.A1 is the unregistered sale agreement dated 17.10.2018, the 1st party T.Raju, S/o. Thangaiyan and 2nd party J. Shanthi, W/o. Jeevanantham sale amount is Rs.14,10,000/- and the advance stated to be paid on the date of agreement is Rs.10,10,000/- and the time for execution of agreement is three months. The description of property is தஞ்சாவூர் மாவட்டம், கும்பகோணம் பதிவு மாவட்டம், கும்பகோணம் சார்பதிவுகத்தைச் சேர்ந்த, கும்பகோணம் வட்டம், 2 நெ. சோழபுரம் கிராமம், புல எண். 78 (எழுபத்தெட்டு) நஞ்சை பூரா ஹெக் 0.27.0 ஏர்சில் புகல் 25.1/2 இருபத்தைந்தரை குழிக்கு அளந்து கண்டபடி 3672 சதுரடி உள்ள மனையும் அதில் கட்டப்பட்டுள்ள ஆஸ்பெட்டா சீட் போடப்பட்ட வீடு வகையறா உள்படவும். மேற்படி அதிலுள்ள மின்சார இணைப்பு உள்படவும். இதன் நான்கெல்லை விபரம்: கலைமணி மனைக்கு கிழக்கு, எம்.எம்.கே. முகமது அலி வகையறா நஞ்சைக்கு மேற்கு, வண்டிபாதைக்கு தெற்கு, ரமேஷ் நஞ்சைக்கு வடக்கு இதற்குட்பட்டது.

Ex.A2 is the legal notice issued by the plaintiff counsel to the defendant with postal receipt dated 24.08.2019.

Ex.A3 is the acknowledgment received by the defendant.

Ex.A4 is the copy of reply notice issued by the defendant counsel to the plaintiff counsel.

Ex.A5 is the signature of attesting witness in Ex.A1.

Ex.A6 is the computer copy of sale deed dated 25.07.2018 executed by one S.Kaliyamoorthy to the defendant and this computer copy obtained and digitally signed on 24.08.2025. The description of property is Thanjavur District, Kumbakonam Registration, Thiruppanandal Sub Registry Vilandakandan Village Survey Number 81/2B in total Nanjai extent 0.55.0 ares 1678 Sq.Ft equal to 155.89

Sq.M vacant site.

Ex.A7 is the computer copy of sale deed dated 13.11.2007 executed by J. Shanthi to Ismail.

Ex.B1 is the EB receipt in the name of defendant dated 01.02.2017.

Ex.B2 is the House tax receipt in the name of defendant dated 08.02.2017.

Ex.B3 is the EB receipt in the name of defendant dated 04.08.2016.

Ex.X1 is the authorization letter given by Thashildhar to give evidence to DW2.

ExX2 is the copy of Cholapuram Village, Survey No.78 Computer Chitta, A Register copy, FMB, Adangal and Chitta compared with original register.

11) Issue No.1 in OS.No.136/2018 :- Whether the plaintiff is entitled for the decree directing the defendant to execute the sale deed in favour of the plaintiff as per the Sale agreement dated: 17.10.2018?

This suit filed by the plaintiff on the basis of Ex.A1 sale agreement stated to be executed by the defendant to the plaintiff on fixing the sale consideration at Rs.14,10,000/- and on advance amount of Rs.10,10,000/- with 3 months time to pay the balance and for the execution of the sale deed. In ExA1 sale agreement it is mentioned that the defendant purchased the suit property from one M.Kathan on 20.04.2005 and she is in possession and enjoyment of the same. But the plaintiff had not received the original sale deed from the defendant at the time of execution of sale agreement and not even filed a copy of such document before this court. The defendant denies the execution of sale deed and stated that her husband and plaintiff are friends and worked abroad and when the husband of the defendant need money urgently, the plaintiff has made arrangements to the defendant and her husband from third parties and during the course of getting loan transactions, the plaintiff has obtained signatures in blank papers from the defendant and her husband and now the plaintiff has created them as Sale Agreement. Further it is stated that the plaintiff's family got 5 acres of land on the southern side of the suit property and since there is

no access to the land from street, the plaintiff has requested the defendant and her husband to give a way, so they have executed a registered sale deed in that survey number measuring 10 feet width on the western side for pathway to the plaintiff. In the remaining property, except the said pathway property, the defendant has constructed a house in that survey number and residing with her family. Since, there is no other house property to the defendant, it is not true that she has given her consent to sell the property to the plaintiff. If really 2/3rd of the sale amount was given, why the original deeds were not obtained as pledge and why the possession was not taken from the defendant. With this reply from the defendant denying the execution of ExA1, it is clear that the defendant had not denied the signature in the said document but denied that she had never executed the sale agreement in favour of the plaintiff. Hence if we go through the contents of the ExA1 sale agreement, the sale consideration in words mentioned as Rs. Twenty Four lakhs Ten thousand and in number it is mentioned as Rs.14,10,000/- The said document not registered. Time for execution of sale deed is written as 3 months and immediately after expiry of three months this plaintiff had not taken steps to execute or perform his part of contract. Further till date the plaintiff had not deposited the balance of sale consideration Rs.4,00,000/- before this court from the date of plaint to till date to show that he is always ready and willing to perform his part of contract. In the cases of Specific Performance of contract, it is the plaintiff to prove that he is always ready and willing to perform his part of contract. But for the sale agreement dated 17.10.2018, the plaintiff issued legal notice on 24.08.2019 not immediately after the expiry of three months time. Three months time for the execution of contract expired on 17.01.2019 from the date of sale agreement 17.10.2018. But the notice was issued only on 24.08.2019 after seven months of expiry of three months time. This delay was not properly explained by the plaintiff. Hence it is clear that the plaintiff is always not ready and willing to perform his part of contract and this court comes to the conclusion that the plaintiff is not entitled to get the relief of Specific Performance of

contract as prayed for and this issue is answered accordingly.

12) Issue No. 1 in OS.No.48/2021 :- Whether the plaintiff is entitled to permanent injunction restraining the defendant or his men or agent not to interfere in the peaceful possession and enjoyment of the suit property? and Issue No. 2 in OS.No.48/2021 :- Whether the plaintiff is entitled to permanent injunction restraining the defendant or his men or agent not to cut the trees in the western ridge of the suit property?

It is admitted that the suit property belongs to the plaintiff in OS.48/2021 and it is the case of the defendant that he had not interfered in the plaintiff's possession and enjoyment of the suit property, but the plaintiff had executed a sale agreement on 17.10.2018 with regard to the suit property and received a sum of Rs.10,10,000/- as an advance and she had to execute a sale deed on receiving the balance amount. Further it is argued that this plaintiff who gave a sale agreement is evading her part of executing the contract. Hence the defendant had filed a suit in OS.No.136/2019 for specific performance of contract and pending. Both the suits tried together and this court decided that this defendant is entitled to get only the amount paid back, and he is not entitled to get the specific relief of contract, since he is not ready and willing to perform his part of contract. Hence the plaintiff is entitled to get the relief of permanent injunction as prayed for, for the suit property being owned by the plaintiff in this suit.

13) Issue No. 3 in OS.No.48/2021 :- Whether the plaintiff had filed this suit on hiding the sale agreement dated 17.10.2018 between the plaintiff and defendant?

This plaintiff on receiving the legal notice dated 24.08.2019 from the defendant in OS.No.48/2021(Originally OS.423/2019 before Kumbakonam District Munsif Court) filed this suit on 30.08.2019 and it is clearly mentioned in Para:4 of the plaint

that with the signatures of the plaintiff and her husband obtained in the blank papers the defendant had created and forged the sale agreement dated 17.10.2018 and issued a legal notice dated 24.08.2019. Hence on perusal of the plaint in O.S.No.48/2021 it is clear that the plaintiff had clearly mentioned about the sale agreement between the plaintiff and the defendant. Hence it is decided that the sale agreement dated 17.10.2018 between the plaintiff and defendant is not hid by the plaintiff in this suit and this issue is answered accordingly.

14) Issue No. 4 in OS.No.48/2021 :- To what other relief plaintiff is entitled to?

The plaintiff being the absolute owner of the property filed the suit prays for permanent injunction restraining the defendant or his men or agent not to interfere in the peaceful possession and enjoyment of the suit property and also prays for permanent injunction restraining the defendant or his men or agent not to cut the trees in the western ridge of the suit property. This court on perusing the records granted those reliefs to the plaintiff and no other reliefs are granted and this issue is answered as such.

15) Issue No. 5 in OS.No.136/2019:-To what other relief plaintiff is entitled to?

This plaintiff who filed the suit for Specific performance of contract fails to prove his readiness and willingness to perform his part of contract. Hence this court decided that he is not entitled to get the relief of Specific Performance of contract. Though the defendant denied the execution of sale agreement, she did not denied the signature in the sale agreement and it is stated that the plaintiff had obtained her signature in blank papers. But the defendant failed to prove that she had signed in blank papers. Hence it is decided that the defendant had to pay the advance amount paid by the plaintiff with interest, with cost and this plaintiff is entitled to get the alternative relief of refund of advance amount with interest with costs.

In the result, the suit in OS. No.136/2019 is dismissed with regard to the main relief of specific performance of contract and granted the alternative relief directing the defendant to pay the plaintiff a sum of Rs.11,16,921.60/- and to pay the subsequent interest at the rate of 12 % per annum for the advance sale consideration amount of Rs.10,10,000/- from the date of plaint to the date of realization with costs.

In the result, the suit in OS. No.48/2021 is decreed as prayed for with costs.

Directly dictated to Steno-typist, taken down by him directly in his computer, Corrected and Pronounced by me in the Open Court on this the 17th Day of March, 2026.

Additional District and Sessions Judge
(Fast Track Court), Kumbakonam.

PLAINTIFF SIDE WITNESSES:-

| | |
|-----|--|
| PW1 | T.Kalaimani (Power agent of the plaintiff in OS.No.136/2019) |
| PW2 | C.Kasiraman |
| PW3 | Kaliyaperumal. |

PLAINTIFF SIDE DOCUMENTS:-

| | | |
|-------|------------|---|
| Ex.A1 | 17.10.2018 | Unregistered original Sale Agreement |
| Ex.A2 | 24.08.2019 | Legal Notice |
| Ex.A3 | ---- | Postal acknowledgment card. |
| Ex.A4 | 27.09.2019 | Reply notice |
| Ex.A5 | --- | Signature of PW.2 / Kasiraman in Ex.A1. |

| | | |
|-------|------------|--------------------------------|
| Ex.A6 | 25.07.2018 | Registration copy of Sale Deed |
| Ex.A7 | 15.11.2007 | Registration copy of Sale Deed |

DEFENDANT SIDE WITNESS :-

| | |
|------|---|
| DW1 | J.Shanthi (Plaintiff in OS. No.48/2021) |
| DW 2 | N.Balachandar |

DEFENDANT SIDE DOCUMENT:-

| | | |
|-------|------------|------------------------------|
| Ex.B1 | ---- | EB receipt |
| Ex.B2 | --- | Property Tax receipt (2 Nos) |
| Ex.B3 | 04.08.2016 | EB receipt |

WITNESSES SIDE DOCUMENT:-

| | | |
|-------|------------|---|
| Ex.X1 | 09.10.2025 | Authorization Letter of Tahsildar, Kumbakonam. |
| Ex.X2 | --- | Certified copy of Computerized Chitta, A Register, FMB. |

Additional District and Sessions Judge
(Fast Track Court), Kumbakonam.