

IN THE COURT OF THE DISTRICT MUNSIF, ARNI.

PRESENT: Miss. D.V. Koperundevi, B.com., L.L.B., (Hons)

DISTRICT MUNSIF

DISTRICT MUNSIF COURT, ARNI.

Monday the 30th day of March 2026.

Original Suit No. 61/2017.

P.Muruganandam

...Plaintiff

/VS/

1.C.Vasudevan (died)

2.V.Hariharan

3.V.Iyyappan

4.K.Mani

5.Govindammal

6.Mrs.Sathaya

...Defendants

(5th and 6th defendants were impleaded as per amendment order in I.A.No. 1/2023, dated 27.07.2023).

This suit is coming on 27.03.2026, for a final hearing before me in the presence of Thiru. M.Sivakumaran, learned counsel for the plaintiff, and Thiru. S.Neelakandan, learned counsel for the 4th defendant, the 1st and 3rd defenants were called absent and set exparte on 24.11.2017, and the 5th and 6th defendants were called absent and set exparte on 18.04.2024, and upon perusing the case records and arguments and having stood over for consideration till this day, and this Court delivered the following:

JUDGMENT

This suit has been filed by the plaintiff for Specific Performance directing the 1 to 3 and 5, 6 defendant to receive the balance sale consideration of Rs.10,000/- and execute the sale deed as per the contract of sale dated 18.06.2014 and award costs of the suit.

I. The gist of the averments in the plaint:

1. The plaintiff submits that the defendants are the owners of the "A" schedule property. The defendants 1 to 3 are father and sons. In the "A" schedule property the eastern of property belong to the defendants 1 to 3. That property is morefully detailed in the plaint "B" schedule. The western half of the suit "A" schedule property belonged to the 4th defendant.
2. The plaintiff submits that on 18.06.2014, the defendants have entered into a registered sale agreement with the plaintiff with regard to the suit "A" schedule property. The said sale agreement was mutually agreed between the plaintiff and the defendants. The said sale agreement was reduced into writing. As per the said sale agreement, the defendants have agreed to sell the suit "A" schedule property to the plaintiff herein for a valuable consideration of Rs.1,20,000/- and the plaintiff had also agreed to purchase the suit "A" schedule property for the said price. The plaintiff has paid the sale advance amount of Rs.1,00,000/- on the same day to the defendants. Out of the said sale advance amount of Rs.1,00,000/-, the defendants 1 to 3 have received Rs.50,000/- as sale advance with regard to the suit "B" schedule property. The remaining Rs.50,000/- was received by the 4th defenant being the sale advance for his equal half share of the property which is the eastern

half the suit "A" schedule property. The time fixed for the completion of the sale agreement is two years. But, time was not meant and intended as the essence of the sale agreement.

3. The plaintiff submits that the defendants have jointly received the said sale advance amount of Rs.1,00,000/- and out of which the 4th defendant has taken Rs.50,000/- and the defendants 1 to 3 have taken Rs.50,000/-. It was also written by the defendants in the sale agreement itself. It was also agreed that the defendants have to execute the sale deed in favour of the plaintiff within a period of 2 years. The time was not the essence of the agreement and it was not meant to be so. The registered sale agreement dated: 18.06.2014 is filed herewith.
4. The plaintiff submits that in pursuance of the said sale agreement, the plaintiff was always ready and willing to perform his part of the contract. The plaintiff has already paid Rs.1,00,000/- of the sale consideration amount to the defendants as sale advance and the plaintiff was ready with the balance sale consideration amount of Rs.20,000/- and to get the sale deed registered at the cost of the plaintiff. Hence the defendants are bound to execute the sale deed in favour of the plaintiff as per the sale agreement dated: 18.06.2014.
5. The plaintiff submits that the plaintiff was ready with the balance sale consideration amount of Rs.20,000/- at all the time. The plaintiff had requested the defendants to execute the sale deed in favour of the plaintiff as per the above said sale agreement. But the defendants were refusing to cooperative with the plaintiff for executing the sale deed and was postponing

matter under one pretext or other. The said sale agreement dated 18.06.2014 is binding on the defendants and the defendants are bound to execute the sale deed with regard to the suit "A" schedule property to the plaintiff. The act of the defendants in postponing to execute the sale deed is against law, illegal and unlawful.

6. The plaintiff submits that the plaintiff had issued a lawyer's notice to the defendants on 22.06.2016 calling upon them to execute the sale deed in favour of the plaintiff by fixing the date, time and place of execution. The 4th defendant has received the said notice on 24.06.2016. The defendants 1 to 3 have evaded to receive the said notice and it returned unserved. The defendants did not send any reply notice.
7. The plaintiff submits that after that the receipt of the lawyer's notice on 24.06.2016, the 4th defendant herein had agreed to execute the sale deed in the favour of the plaintiff after receiving the balance sale consideration amount of Rs. 10,000/-. Accordingly the 4th defendant herein had executed the registered sale deed dated:22.08.2016 in favour of plaintiff, with regard to the western half of the suit "A" schedule property. Xerox copy of the sale deed dated:22.08.2016 is filed herewith.
8. The plaintiff submits that though the defendants have jointly executed the registered sale agreement in favour of the plaintiff with regard to the suit "A" schedule property on 18.06.2014, actually the western half belonged to the 4th defendant and eastern half belonged to the defendants 1 to 3. The 4th defendant had purchased the western half of the suit "A" schedule property along with other property from Jayalakshmi vagaiyara by a registered sale

deed dated:31.10.2001. Xerox copy of the said sale deed dated: 31.10.2001 is filed herewith.

9. The plaintiff submits that after the execution of the sale deed by the 4th defendant in favour of the plaintiff, the defendants 1 to 3 have promised the plaintiff that they too will execute the sale deed in favour of the plaintiff with regard to the suit "B" schedule property in a amicable manner. The plaintiff has trusted the words of the defendants 1 to 3 and was waiting all along with balance sale consideration amount of Rs. 10,000/- and was always ready to get the document registered at the cost of the plaintiff. The defendants 1 to 3 were all along assuring the plaintiff that they we executing sale deed in favour of the plaintiff with regard to the suit "B" schedule property. But actually, they are not coming forward to do so. The plaintiff felt that the defendants 1 to 3 are evading the registration. Hence, the plaintiff is constrained to file the suit for specific performance of the contract for the execution of the sale deed with regard to the suit "B" schedule property against the defendants 1 to 3. The 4th defendant is added as a formal party.
10. The plaintiff submits that the main relief claimed by the plaintiff is that the defendants 1 to 3 have to execute the sale deed in favour of the plaintiff with regard to the suit "B" schedule property. Anyhow by way of abundant caution, the plaintiff is also seeking the alternative relief for the return of advance amount of Rs.50,000/-with interest at 18% p.a. The plaintiff is ready with the balance sale consideration amount of Rs. 10,000/- and is ready to deposit the same as and when called upon by this Hon'ble court.

10A. The plaintiff submit that during the pendency of the above case, the 1st defendant C. Vasudevan died on 12.11.2019. His legal heirs are defendants 5 and 6. They are wife and daughter of the 1st defendant. There are no other legal heirs. Hence defendants 5 and 6 are impleaded as parties to the above suit.

11. The cause of action for the suit arose on 18.06.2014 the date of sale agreement, on 22.06.2016 the date of lawyer's notice, on 24.06.2016 the date of service of lawyer's notice, on 22.08.2016 when the 4th defendant had executed the sale deed in favour of the plaintiff with regard to the western half of the suit "A" schedule property, all along when the defendants 1 to 3 were evading and subsequently at Arni Town, Arni Taluk where the suit property is situated within the Jurisdiction of this Hon'ble court.

II. The Averments in the Written Statement filed by the 4th defendant:

1. As regards this suit filed by the plaintiff seeking specific performance against defendants 1 to 3 regarding "B" schedule property, this defendant has no objection.
2. Except the facts expressly admitted in this written statement, this defendant denies all other facts stated in the plaint. The plaintiff is bound to prove all the facts stated in the plaint.
3. It is true that as stated in the plaint, this defendant and defendants 1 to 3 jointly executed a sale agreement with the plaintiff regarding the "A" schedule property. The western half of those properties belongs to this defendant. As per the sale agreement, this defendant has executed a sale deed in favour of the plaintiff on 22.08.2016 after receiving the remaining sale

consideration of Rs.10,000/- for his half share. Therefore, as far as this defendant is concerned, the suit should be dismissed. Further, the plaintiff has not sought any relief against this defendant. This defendant has also handed over possession of the property sold under the sale deed to the plaintiff. Hence, the suit has to be dismissed.

III. On perusal of both sides' pleadings, this court on 29.10.2020, framed the following issues:

- (i) Whether the plaintiff is entitled to the prayer of directing the 1 to 3 defendant to execute sale deed infavour of plaintiff with regard to "B" schedule property as prayed for?
- (ii) Whether the plaintiff is entitled to the prayer of directing the 1 to 3 defendants to deliver possession of sold suit "B" schedule property as prayed for?
- (iii) To what other relief the plaintiff is entitled for?

IV. Oral and Documentary Evidence of both parties:

1. After framing of issues, the parties were directed to lead their oral as well as documentary evidence in support of their respective versions.
2. On the plaintiffs' side, witnesses are examined as follows: the plaintiff P.Muruganandam, was examined as P.W. 1, and the Exhibits were marked as Ex. A1 to Ex. A8.
3. On the defendant's side, the 3rd defenant was called absent and set exparte on 24.11.2017, and the 1st defendant was died and his legal representatives were impleaded as the 5th and 6th defendants and they

were called absent and set exparte on 18.04.2024, and the 4th defendant's counsel endorsed as "No DW's ". Hence, the 4th defenanant side witness was closed on 25.03.2026.

V. DISCUSSION:

I heard Oral submissions made by the learned counsel for both sides. Records have been perused.

Upon considering the pleadings, the suit is filed for declaration

1. To substantiate the case of the plaintiff, the plaintiff examined himself as PW1, and Ex.A1 to A8 were marked on the side of the plaintiff. The Exhibit A1 cover about the Registered sale agreement between the plaintiff and the defendants. Exhibit A2 cover about the Legal notice sent by the plaintiff to the defendants. Exhibit A3 cover about the Acknowledgement card of the 4th defendant. Exhibit A4 cover about the Returned cover of the 1st defendant. Exhibit A5 cover about the Returned cover of the 2nd defendant. Exhibit A6 cover about the Returned cover of the 3rd defendant. Exhibit A7 cover about the Registered sale deed executed by the 4th defendant infavour of the plaintiff. Exhibit A8 cover about the Registered sale deed infavour of the 4th defendant.
2. To challenge the case of the plaintiff, the 3rd defendant was called absent and set exparte on 24.11.2017, and the 1st defendant was died and his legal representatives were impleaded as the 5th and 6th defendants and they were called absent and set exparte on 18.04.2024, and the 4th defendant's counsel endorsed as "No DW's ". Hence, the 4th defendant side witness was closed on 25.03.2026.

3. To consider both sides' submission, it is necessary to reproduce the relevant portion of the cross-examination of PW1 as follows:-

The relevant portion of the cross-examination of PW-1:

குறுக்கு விசாரணை

நான் பிரதிவாதிகள் மீது என்ன வழக்கு தாக்கல் செய்துள்ளேன் என்றால் கிரைய ஒப்பந்தம் வழக்கை தாக்கல் செய்துள்ளேன். 4ம் பிரதிவாதி மணி என்பவர் தாவா சொத்தை எழுதி கொடுத்தாரா என்றால் பாதி எழுதி கொடுத்தார், மீதமுள்ள சொத்தையார் எழுதி கொடுக்கவில்லை என்றால் 4ம் பிரதிவாதி மணிதான் எழுதி கொடுக்கவில்லை. இவ்வழக்கில் 4ம் பிரதிவாதி மணி மீது நான் ஏதேனும் பரிகாரம் கேட்டுள்ளேனா என்றால் இல்லை. ஆகையால் 4ம் பிரதிவாதி மீது எந்த பரிகாரமும் நான் கோராத காரணத்தினால் இவ்வழக்கை செலவு தொகையுடன் தள்ளுபடி செய்ய வேண்டும் என்றால் சரிதான்.

4. This suit has been filed by the plaintiff seeking the relief of specific performance of the registered sale agreement dated 18.06.2014 directing defendants 1 to 3 to execute the sale deed in respect of the suit “B” schedule property and for consequential reliefs. During lis pendis of the suit 1st defendant died and the legal representatives of the 1st defendant were impleaded as 5th and 6th defenants. The Court has carefully considered the pleadings of both parties, oral and documentary evidence, and the submissions made by the learned counsel appearing on either side.
5. At the outset, the relationship between the parties and ownership of the property are not seriously disputed. The materials available on record establish that defendants 1 to 3 and the 4th defendant were owners of different portions of the suit “A” schedule property. The eastern half belonged to defendants 1 to 3, which is described as the “B” schedule

property, and the western half belonged to the 4th defendant. The title of the 4th defendant over his share is evidenced through Ex.A8 sale deed dated 31.10.2001.

6. The core foundation of the plaintiff's claim rests upon the registered sale agreement dated 18.06.2014 marked as Ex.A1. The execution of this agreement is admitted by the 4th defendant in his written statement and has not been specifically denied by defendants 1 to 3 by adducing any rebuttal evidence. Under Ex.A1, the defendants 1 to 4 jointly agreed to sell the entire "A" schedule property to the plaintiff for a total sale consideration of Rs.1,20,000/-. The agreement further records payment of an advance amount of Rs.1,00,000/- on the date of execution itself. The recitals clearly show that defendants 1 to 3 received Rs.50,000/- and the 4th defendant received Rs.50,000/- towards their respective shares. Thus, payment of advance consideration stands proved through documentary evidence.
7. The next aspect for consideration is whether the plaintiff has proved his continuous readiness and willingness to perform his part of the contract, which is a mandatory requirement for granting specific performance. The plaintiff, examined as PW1, has categorically deposed that he was always ready with the balance sale consideration amount and repeatedly requested the defendants 1 to 3 to execute the sale deed. His testimony is corroborated by Ex.A2 legal notice dated 22.06.2016 issued to the defendants calling upon them to execute the sale deed by fixing a specific date, time and place.
8. It is noted that the Ex.A3 acknowledgment card proves service of notice on the 4th defendant. Ex.A4 to Ex.A6 returned covers demonstrate that

defendants 1 to 3 evaded service of notice. Significantly, no reply notice was issued denying the agreement or disputing readiness and willingness of the plaintiff. Failure to reply to a legal notice raises an adverse inference against the defendants. Hence, this court is put to presume an adverse inference against the defendants under Section 119(g) of the Bharathiya Shakshiya Adhinayam.

9. It is evident, during lis pendis the 1st defendant died, the legal representatives of 1st defendant was impleaded as 5th and 6th defendants. The conduct of the parties subsequent to the notice assumes importance. After receipt of notice, the 4th defendant executed the registered sale deed dated 22.08.2016 (Ex.A7) in favour of the plaintiff upon receiving the balance consideration relating to his share. This act clearly corroborates the plaintiff's version regarding genuineness of the agreement and his readiness to complete the transaction. The 4th defendant, in his written statement, has expressly stated that he has no objection to the relief sought against defendants 1 to 3 and that possession of his share has already been delivered to the plaintiff.
10. Thus, the contract has been partly performed. The remaining obligation survives only against defendants 1 to 3 and 5 and 6 concerning the suit "B" schedule property.
11. Despite receipt of advance consideration and repeated assurances alleged by the plaintiff, defendants 1 to 3 failed to execute the sale deed. The plaintiff has deposed that he trusted their assurances and waited with the balance consideration amount.

12.The Court has also carefully examined the relevant portion of the cross-examination of PW1. The cross-examination indicates that the plaintiff admitted that no relief is claimed against the 4th defendant since he has already executed the sale deed for his portion. It supports the plaintiff's version that the agreement was acted upon and performed in part. The statement relied upon by the defence cannot be construed as abandonment of the claim against defendants 1 to 3 and 5 and 6 .

13.The essential ingredients required for granting specific performance are therefore satisfied:

- existence of a valid and enforceable contract;
- payment of substantial advance consideration;
- readiness and willingness of the plaintiff;
- failure and breach on the part of the contract;
- absence of any legal bar or equitable ground to refuse relief.

14.On the contrary, the conduct of defendants 1 to 3 and 5 and 6 in evading notice and abstaining from contesting the suit indicates it is clear and categorically prove that the defendant 1 to 3 and 5 and 6 are deliberately avoidance of contractual obligations between the plaintiff.

15.Hence, this Court concludes that the plaintiff has successfully proved his entitlement to specific performance of the sale agreement dated 18.06.2014 insofar as the suit "B" schedule property is concerned. The alternative relief of refund of advance amount does not survive in view of the grant of the main relief. Accordingly, Issues (i) and (ii) are answered in favour of the plaintiff and Issue (iii) is answered granting consequential reliefs as per law.

VI. RESULT:

In the result, the suit is decreed with costs as follows:

- a) The suit is decreed in favour of the plaintiff granting the relief of specific performance of the registered sale agreement dated 18.06.2014 in respect of the suit "B" Schedule property.
- b) The defendants 2, 3 and 5 & 6, (5 & 6 are the legal representatives of the 1st defendant) are directed to receive from the plaintiff the balance sale consideration of Rs.10,000/- (Rupees Ten Thousand only) and execute and register the sale deed in favour of the plaintiff in respect of the suit "B" Schedule property, free from all encumbrances, within a period of **six months** from the date of this judgment.
- c) The plaintiff shall deposit the balance sale consideration amount before this Court within **one month** from the date of this judgment.
- d) In default of execution of the sale deed by defendants 2 & 3 and 5 & 6 within the time stipulated above, the plaintiff is at liberty to have the sale deed executed through Court in accordance with law.
- e) In view of the registered sale deed dated 22.08.2016 already executed by the 4th defendant, no relief survives against him and the suit stands dismissed as against the 4th defendant.
- f) The plaintiff is entitled to costs of the suit.

Dictated by me directly to the stenotypist, corrected and pronounced by me in the open court on this, the 30th day of March 2026.

**District Munsif
Arni**

List of documents**Plaintiff's side Witness and documents:****(i)Plaintiff's side witness:**

PW1	P.Muruganandam (plaintiff)
-----	----------------------------

(ii)Plaintiff's side Exhibits:

S.No.	Exhibits	DATE	DOCUMENT	COPY
1.	Ex.A1	18.06.2014	Registered sale agreement between the plaintiff and the defendants	Original
2.	Ex.A2	22.06.2016	Legal notice sent by the plaintiff to the defendants	Office copy
3.	Ex.A3	24.06.2016	Acknowledgement card of the 4th defendant	Original
4.	Ex.A4	24.06.2016	Returned cover of the 1st defendant	Original
5.	Ex.A5	24.06.2016	Returned cover of the 2nd defendant	Original
6.	Ex.A6	24.06.2016	Returned cover of the 3rd defendant	Original
7.	Ex.A7	22.08.2016	Registered sale deed executed by the 4th defendant infavour of the plaintiff	Certified copy
8.	Ex.A8	31.10.2001	Registered sale deed infavour of the 4th defendant	Certified copy

Defendant's side Witness and documents:**(i) Defendant's side witness: NIL****(ii)Defendant's side Exhibits: NIL**

**District Munsif
Arni**