

IN THE COURT OF THE 1st ADDITIONAL DISTRICT AND SESSIONS JUDGE,
TIRUVALLUR

Present : Tmt. S. TASNEEM, M.L.,
1st Additional District and Sessions Judge
Tiruvallur

Monday, dated the 7th July 2025

O.S.No.131/2024

S. Uma Mageshwari

... Plaintiff

/Vs/

B. Babu

... Defendant

This suit came up before me for final hearing on 30.6.2025, in the presence of Thiru M. Anandaraj, Counsel for Plaintiff, and Thiru R. Damodaran, Counsel for Defendant, subsequently the defendant has not filed Written Statement, set exparte, and after standing over for consideration till this day, this Court delivers the following

J U D G M E N T

Suit (1) for Specific Performance of the agreement, directing the defendant to execute Registered Sale Deed in favour of the plaintiff, based on the Registered Agreement of Sale dated 15.3.2019, and execution of agreement of sale dated 27.2.2021, after receiving the balance sale consideration of Rs.10,000/-, and in case, if the defendant fails to execute the Sale Deed, the Hon'ble Court to execute the sale deed in favour of the plaintiff on behalf of the defendant (2) or to direct the defendant

to refund the sum of Rs.24,90,000/- to the plaintiff with an interest of 18% per annum, from the date of sale agreement dated 15.3.2019 to the realization of the amount, and (3) for costs of the suit.

2. Gist of averment in Plaint :-

The plaintiff and her husband namely Sureshkumar, and the defendant are known to each other for the past 15 years. The defendant, to meet-out his family expenses and to discharge his debts had agreed to sell the suit property in favour of the plaintiff. The defendant had executed a Registered Sale Agreement dated 15.3.2019 in favour of the plaintiff, and the total sale consideration is fixed as Rs.25,00,000/-. The defendant is the absolute owner of the suit property, he had purchased the same out of his own earnings, under a Registered Sale Deed dated 14.11.2005 in Document No.1956/2005. On 15.3.2019 the plaintiff had paid a sum of Rs.21,00,000/- as an advance sale consideration. The advance sale consideration has been splitted and paid by the plaintiff by her bank through RTGS payment to the defendant. The time fixed for the registration of sale is 24 months. The plaintiff was ready to pay the balance sale consideration of Rs.4.00 lakhs and ready and willing to complete the sale transaction. Therefore on 20.2.2021 the plaintiff contacted the defendant calling upon him to execute the sale deed as agreed earlier, since the said 24 months period will get lapsed on 15.3.2021. The defendant had stated that, he is in need of money from the balance sale consideration to discharge his family commitment, as the Covid-19 Pandemic has made him worse. Therefore the plaintiff with the defendant on 27.2.2021 had entered

into an extension Sale Agreement averring that the defendant has received Rs.3,90,000/- from the plaintiff. The extension of sale agreement was extended upto 26.2.2023 with an extended period of 2 years, which is by 26.2.2023. Later the plaintiff was regularly calling upon the defendant to execute the sale deed, but the defendant is evasive. Therefore the plaintiff has sent a letter dated 25.2.2023 to the defendant stating that, he is ready to pay the balance sale consideration of Rs.10,000/- and requested the defendant to execute the sale deed, but the letter was returned with endorsement 'unclaimed'. Further on 12.7.2023, the plaintiff had issued a legal notice to the defendant to perform his part of contract, but the letter was returned with an endorsement of 'refused'. Even after the issuance of notice, the plaintiff approached the defendant to complete the sale consideration, but the defendant is evading to execute the sale deed in favour of the plaintiff. Hence this suit.

3. The defendant having received the summons, failed to appear before this Court and file his Written Statement, hence he was set exparte.

4 . Points for consideration :-

Whether the plaintiff is entitled for Specific Performance directing the Defendant to execute the Sale Deed in favour of her as prayed for ?

5 . On the side of the plaintiff, the plaintiff was examined as PW1 and a third party witness was examined as PW2, and Exhibits A1 to A8 were marked. The defendant remained exparte.

6. Points :-

Heard learned counsel for plaintiff. The PW1 in her proof affidavit has spoken about the execution of sale agreement by the defendant in favour of the plaintiff and the payment made to the defendant to a tune of Rs.25.00 lakhs through RTGS payment, being the sale advance with respect to the sale of suit properties, and later on 27.02.2021 the plaintiff has paid a sum of Rs.3.90 lakhs paid by cash to the defendant, in front of witnesses being the part payment with respect to the sale, and thereby entered into an extension of sale agreement dated 27.02.2021, and time fixed to execution of sale deed is 24 months. The plaintiff has taken all types of steps for execution of sale deed by the defendant. The PW2 also in his affidavit had stated that, he is aware of the occasions and the sum given by the plaintiff to the defendant with respect to the execution of sale deed, and he along with an another person stood as witnesses in the sale agreement and extension sale agreement executed between the plaintiff and the defendant. But the defendant had evaded to execute the sale deed in favour of the plaintiff. Hence this suit.

7. On the side of the plaintiff, the plaintiff has filed Ex.A1, the Registered Sale Agreement dated 15.3.2019 entered into between the plaintiff and the defendant, with respect to the suit properties, and the receipt of Rs.21.00 lakhs by the defendant, Ex.A2 is the Sale Agreement dated 27.02.2021 executed between the plaintiff and the defendant, with respect to the suit property, and receipt of Rs.3.90 Lakhs by the defendant, wherein it is specifically mutually agreed that, the time limit for execution of

registered sale deed is fixed within 24 months, and before 26.02.2023. Ex.A3 is the Registered Sale Deed dated 14.11.2005 executed by K. Suguna and others in favour of the defendant B. Babu, with respect to the suit properties, through which, it is understood that, the defendant has purchased the suit properties in his name out of his own income. Ex.A4 and Ex.A7 are the Karnataka Bank Statement of Account pertaining to the plaintiff, which clearly indicates that the several payments made by the plaintiff to the defendant on various occasions, Ex.A5 and Ex.A6 are the returned covers from the defendant sent by the plaintiff herein, and Ex.A8 is the Encumbrance Certificate dated 15.1.2024 with respect to the suit properties for the period 1.01.2019 to 10.07.2024.

8. In order to disprove the case of the plaintiff, the defendant in spite of receiving Summons, and appointing his counsel, has not come forward and filed his Written Statement, and therefore, the defendant was set exparte in this suit.

9. The plaintiff has therefore prima facie proved that she has been always ready and willing to get the sale deed registered in her favour by examining herself along with a third party witness, and by way of documentary evidence, but the defendant has not come forward to deny the allegations made by the plaintiff that in spite of the repeated requests made by the plaintiff also the defendant has not come forward to execute the sale deed. The above documents together with the testimony of PW1 and PW2 would show that the defendant agreed to sell the suit properties to the plaintiff by executing two sale agreements after the receipt of sale consideration from the plaintiff, totalling to

Rs.24.90 Lakhs out of Rs.25.00 lakhs. No contra evidence has been let-in by the defendant. Therefore, I hold that the plaintiff is entitled to the relief of specific performance as prayed for.

In the result, this suit is decreed with costs. Specific Performance is granted directing the defendant to execute a registered sale deed in favour of the plaintiff in respect of the suit property at the expenses of the plaintiff within a period of 2 months, failing which, the defendant is directed to pay a sum of Rs.24.90 lakhs with interest @ 12% p.a., from date of sale agreement i.e., 15.03.2019 to the date of decree, and the subsequent interest from the date of decree till realization shall be 6% p.a.

Dictated by me to the Steno-Typist directly, computerized by him in computer, corrected and pronounced by me in the open Court, this the 7th day of July 2025.

I-Additional District and Sessions Judge
Tiruvallur

Plaintiff side witness:

PW1 – Uma Maheswari – Plaintiff

PW2 - M. Ajith - 3rd party

Plaintiff side Exhibits:

Ex.A1	15.03.19	Registered Sale Agreement between the plaintiff and defendant
Ex.A2	27.02.21	Sale Agreement between the plaintiff and defendant

Ex.A3	14.11.05	Registered Sale Deed executed by Suguna & others, in favour of defendant
Ex.A4	--	Karnataka Bank Statement of Account – pertaining to plaintiff
Ex.A5	--	Returned cover, sent by plaintiff to defendant
Ex.A6	--	Returned cover from defendant
Ex.A7	--	Karnataka Bank Statement of Account – pertaining to plaintiff
Ex.A8	15.11.24	Encumbrance Certificate for 1.01.2019 to 10.07.2024

Defendant side Witness & Documents : NIL

I-Additional District and Sessions Judge
Tiruvallur