



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, TENKASI
PRESENT: THIRU. B.RAJAVEL, B.SC.,B.L.,
Principal District Judge, Tenkasi
Monday the 06th day of July 2026

O.S. No. 211/ 2025

K.M. Asan Ibrahim

... Plaintiff

Versus

A.Fathima Beevi

... Defendant

This suit having come up for final hearing before this Court on 30.06.2026, in the presence of Thiru.S.Pandiyarajan, learned counsel for the plaintiff and Defendant called absent, set exparte and upon hearing Petitioners side, this Court passed the following :

JUDGMENT

The suit is filed by the plaintiff under Order 7 Rule 1 of CPC, for the relief of Specific Performance of contract directing the defendant to execute the sale deed in respect of the schedule property in favour of the plaintiff after receiving the balance amount of Rs.1,00,000/- as per the sale agreement dated 21.05.2025 and hand over the possession within a time stipulated by this court failing which to execute the sale deed through the court on the basis of sale agreement and to recover a sum of Rs.64,00,000/- from the defendant with 12% interest from the date of plaint as alternative relief and for costs.

2. The plaint averments in brief are as follows :

The suit property is situated within the territorial jurisdiction of this Court. The defendant is the absolute owner of the suit property, having purchased it under registered Sale Deed Nos. 1116/2010 and 6729/2011 registered before the

Sub-Registrar Office, Kadayanallur. The defendant has constructed a residential house on the property and has been enjoying the same.

3. On 21.05.2025, the plaintiff and the defendant entered into a registered Agreement of Sale in respect of the suit property. Under the agreement, the total sale consideration was fixed at Rs.65,00,000/-, out of which the plaintiff paid Rs.64,00,000/- as advance, leaving a balance sale consideration of Rs.1,00,000/-, which was agreed to be paid at the time of execution and registration of the sale deed. The period fixed for completion of the sale was one month.

4. The plaintiff has always been ready and willing to perform his part of the contract and repeatedly requested the defendant to receive the balance sale consideration of Rs.1,00,000/- and execute the sale deed. However, the defendant failed to come forward to complete the transaction. The plaintiff caused a legal notice dated 28.06.2025 calling upon the defendant to execute the sale deed. The notice was returned unserved as the defendant refused to receive it.

5. The plaintiff continues to be ready and willing to perform his part of the contract and has also taken steps to deposit the balance sale consideration of Rs.1,00,000/- before the Court. Hence, the suit has been filed seeking specific performance by directing the defendant to execute and register the sale deed in favour of the plaintiff after receiving the balance sale consideration of Rs.1,00,000/-. In the alternative, the plaintiff seeks refund of the advance sale consideration together with interest at 12% per annum from the date of the agreement till realization, along with costs.

6. On the side of plaintiff, the plaintiff was examined as P.W.1 and Ex.A.1 to Ex.A6 were marked. The defendant, though served with summons, remained absent and was set exparte.

7. Points for Consideration :

Whether the plaintiff is entitled to the relief of specific performance as prayed for?

8. Point:

Ex.A1 and A2 establish that the defendant is the absolute owner of the suit property. Ex.A3 is the original Agreement of Sale dated 21.05.2025, under which the defendant agreed to sell the suit property to the plaintiff for a total sale consideration of Rs.65,00,000/-, out of which Rs.64,00,000/- was paid as advance, leaving a balance of Rs.1,00,000/- payable at the time of execution of the sale deed. The oral testimony of P.W.1 is consistent with the recitals contained in Ex.A3. There is no material to disbelieve his evidence. Ex.A4, the advocate's notice, and Ex.A5, the returned postal cover, show that the plaintiff called upon the defendant to execute the sale deed. The plaintiff has also pleaded and deposed that he has always been ready and willing to perform his part of the contract by paying the balance sale consideration of Rs.1,00,000/-, and has taken steps to deposit the same before this Court. Ex.A6, the Encumbrance Certificate, also supports the plaintiff's case.

9. As there is no rebuttal evidence and the evidence adduced by the plaintiff remains unchallenged, this Court finds that the plaintiff has proved the execution of the Agreement of Sale and his continuous readiness and willingness to perform his part of the contract. Accordingly, the plaintiff is entitled to the equitable relief of specific performance.

In the result, the suit is decreed as prayed for with costs.

The defendant is directed to execute and register the sale deed in favour of the plaintiff in respect of the suit property, after receiving the balance sale consideration of Rs.1,00,000/-, within two months from the date of this decree. The plaintiff shall

deposit the balance sale consideration of Rs.1,00,000/- into Court within one month from the date of this decree, if not already deposited. In the event of the defendant failing to execute the sale deed within the stipulated time, the plaintiff is at liberty to have the sale deed executed through the process of the Court in accordance with law. No separate order is necessary regarding the alternative relief in view of the decree for specific performance.

This Judgement is directly dictated to the Typist and typed by her in him computer and corrected and pronounced by me in the open court this the 06th day of July 2026.

Principal District Judge,
Tenkasi.

Witness examined on the side of Plaintiff :

P.W.1 K.M. Asan Ibrahim

Exhibits marked on the side of plaintiff:

Ex.A.1	25.03.2010	Certified copy of the Sale Deed in respect of a portion of the suit property purchased by the defendant
Ex.A.2	23.09.2011	Certified copy of the Sale Deed in respect of another portion of the suit property purchased by the defendant
Ex.A.3	21.05.2025	Original Agreement of Sale executed between the plaintiff and the defendant.
Ex.A.4	28.06.2025	Copy of the Advocate's Notice issued by the plaintiff.
Ex.A.5	-	Returned postal cover containing the advocate's notice, returned unserved.
Ex.A6	07.08.2025	Encumbrance Certificate relating to the suit property. (Computer Copy)

Witnesses examined on the side of Defendant : Nil

Exhibits marked on the side of Defendant : Nil

Principal District Judge,
Tenkasi.

PDC, Tenkasi.

OS No. 211/2025
Fair / Draft Judgement,
Dated 06.07.2026