

**IN THE COURT OF II ADDITIONAL DISTRICT JUDGE,
THOOTHUKUDI**

**PRESENT : Tmt. M. Breetha, M.L.,
II Additional District Judge,
Thoothukudi**

Monday, the 10th day of August 2026

Original Suit No. 151/2025

CNR No. TNTT01 – 004088 – 2025

Rajaram

..Plaintiff

...Vs...

Gayathri

..Defendant

This suit has been coming before this court for final hearing on 16.07.2026 in the presence of Thiru.D.Venkatachalapathy, Advocate for the plaintiff and defendant was called absent and had been set exparte and upon hearing the argument on the side of the plaintiff and having stood over for consideration till this date, this court delivered the following...

JUDGMENT

This suit has been filed seeking specific performance of contract.

2) Brief averments of the plaint:

The plaintiff has averred that the plaint scheduled property belonged to defendant's father by virtue of a registered Gift Deed in Doc. No.197/2010 and after his demise, the same was inherited by the defendant as his legal heir and she is in possession over the same and that the defendant agreed to sell the plaint scheduled property in favour of the plaintiff for a sale consideration of Rs.12,00,000/- and that the defendant had received a sum of Rs.2,94,500/- through Bank transaction and a Cash of Rs.4,05,500/- on 03.11.2022, totally Rs.7,00,000/- towards advance and she agreed to receive the balance sale consideration of Rs.5,00,000/- within a period of one year and executed a registered sale agreement on 03.11.2022 and that the plaintiff

demanding the defendant to execute the sale deed and she dodged the same and that the plaintiff was always ready and willing to perform his part of contract and that as the defendant was not ready to perform her part of contract, and that the plaintiff issued a notice on 05.07.2025 through his advocate demanding the defendant to perform her part of contract and that the same was returned and hence, constrained to file this suit and prays to decree the suit.

3) In spite of sufficient service of notice by effecting publication in daily newspaper, the defendant failed to appear before this Court and was called absent and had been set *ex parte* on 10.03.2026.

4) On the side of the plaintiff, the plaintiff was examined as PW1 and Ex.A1 to A8 documents were marked. One Rajesh, was examined as PW2.

5) **The points for consideration are as follows:**

- i) Whether the plaintiff is entitled to the relief of specific performance of contract as prayed for?
- ii) To what other relief, the plaintiff is entitled to?

Point no.(i):

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

6) The plaintiff has averred that the plaint scheduled property belonged to defendant's father by virtue of a registered Gift Deed in Doc. No.197/2010 and after his demise, the same was inherited by the defendant as his legal heir and she is in possession over the same and that the defendant agreed to sell the plaint scheduled property in favour of the plaintiff for a sale consideration of Rs.12,00,000/- and that the defendant had received a sum of Rs.7,00,000/- towards advance in various

installments and she agreed to receive the balance sale consideration of Rs.5,00,000/- within a period of one year and executed a registered sale agreement on 03.11.2022.

7) The plaintiff has deposed as PW1 and one of the attesting witnesses has been examined as PW2. Ex.A1 is the certified copy of Gift deed executed by Shanmugam Nadar in favour of Manohar. Ex.P8 is the online copy of patta No.2294 issued in the names of defendant and 3 others. Ex.A2 is the unregistered Sale Agreement executed by defendant in favour of plaintiff. Ex.A6 is the online copy of the death certificate of Manoharan. Ex.A7 is the online copy of the legal heir certificate of Manoharan. From the oral evidence of PW1, PW2 and Ex.A1, A2, A8 documents, it could be seen that the plaint scheduled property belonged to defendant and she had agreed to sell the plaint scheduled property to the plaintiff for a sale consideration of Rs.12,00,000/- and a sum of Rs.7,00,000/- was paid towards advance.

8) The plaintiff has averred that he was always ready and willing to perform his part of contract and demanded the defendant to execute the sale deed. The plaintiff has deposed as PW1 and testified his averments. Ex.A3 is the office copy of legal notice with postal receipt dated 05.07.2025. Ex.A4 is the return cover with AD Card. Ex.A3 and A4 documents corroborated the oral and documentary evidence of PW1. The defendant failed to enter appearance. Therefore, the averments in the plaint and the oral evidence of PW1, PW2 remain undisputed and unrebutted. In the absence of contra evidence, this Court accepts the oral evidence of PW1 and Ex.A3 and A4 documents and is of the view that the plaintiff performed his part of contract and the defendant failed to perform her part of contract. Therefore, this court is of the view that the plaintiff is entitled to the relief of specific performance as prayed for.

Point No.(i) is thus answered accordingly.

Point No.(ii):***To what other reliefs, the plaintiff is entitled to?***

9) Considering the nature of the suit, reliefs granted and the hardships caused to the plaintiff, this court is of the view that the defendant is liable to bear the costs of the plaintiff. The plaintiff is not entitled to any other reliefs that the reliefs granted above.

Issue No.(ii) is thus answered accordingly.

In the result, the suit is decreed as follows:

- (i) ***The plaintiff is entitled to the relief of specific performance of contract and the plaintiff is directed to deposit the balance sale consideration of Rs.5,00,000/- before this Court within the period of 1 month from the date of this Judgment, and thereafter, the defendant is directed to execute a sale deed in respect of plaint scheduled property in favour of the plaintiff within a period of 2 months from the date of deposit of balance sale consideration; failing which, the plaintiff shall get the sale deed executed through court. The defendant is permitted to withdraw the sum of Rs.5,00,000/- deposited by the plaintiff in the court.***
- (ii) ***The defendant is liable to bear the cost of the plaintiff.***

The Judgment was dictated by me to the Steno-Typist, transcribed and printed out by her, then corrected and pronounced by me in open court, this the 10th day of August 2026.

**II Additional District Judge,
Thoothukudi.**

Witnesses examined by the plaintiff:

PW1 - Tr. Rajaram

PW2 - Tr. Rajesh

Exhibits marked by the plaintiff:

Ex.A1	26.02.2010	Certified copy of Gift deed executed by Shanmugam Nadar in favour of Manohar
Ex.A2	03.11.2022	Sale Agreement executed by defendant in favour of plaintiff
Ex.A3	05.07.2025	Office copy of legal notice with postal receipt
Ex.A4	–	Return cover with AD Card
Ex.A5	18.07.2025	Online copy of encumbrance certificate for the period from 02.06.2003 to 17.07.2025
Ex.A6	03.07.2025	Online copy of the death certificate of Manoharan
Ex.A7	30.11.2020	Online copy of the legal heir certificate of Manoharan
Ex.A8	--	Online copy of patta No.2294

Witnesses examined on the side of the defendants: Nil**Documents marked on the side of the defendants: Nil**

**II Additional District Judge,
Thoothukudi.**

**II Additional District
Court, Thoothukudi**

Draft/Fair Judgment

O.S. No. 151/2025

Date : 10.08.2026