

**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,  
VILLUPURAM.**

**PRESENT : Thiru.A.Tamilselvan, M.L.,  
Principal Subordinate Judge, Villupuram.**

**Tuesday, the 24<sup>th</sup> day of March 2026**

**O.S. No.205 of 2025**

**(CNR NO: TNVP02-000317-2025)**

Arumugam

.... Plaintiff

//Vs//

Natarajan

.... Defendant

This suit having been taken on file on 20.03.2025 and came up for final hearing on 06.03.2026 in the presence of Tr.S.Rajapandiyan, learned Advocate on behalf of the Plaintiff and defendant called absent set exparte, upon perusing the case records, upon hearing arguments of Plaintiff side and having been stood over for consideration till this date, this court delivered the following:-

**JUDGMENT**

This suit is for specific performance of contract sale agreement total amount of Rs.2,00,000/- dated 21.03.2024 directing the defendant to receive the balance amount of Rs.20,000/- in sale consideration and to execute the sale deed in favour of the plaintiff with regard to the suit properties, and if the defendant fails to execute the same then the Court may execute the sale deed on behalf of the defendant and in favour of the plaintiff and in the alternate directing the defendant to repay the advance amount of Rs.1,80,000/- with subsequent interest at the rate of 9% per annum from the date of sale agreement 21.03.2024 to till the date of realization and the cost of the suit.

**2. The plaint averments in brief is as follows:-**

The suit property originally belonged to defendant. After the same the defendant was in enjoyment and possession of the below mentioned property. The Plaintiff and the defendant entered into an oral sale agreement on 21.03.2024 and executed a sale agreement on 21.03.2024. As per the terms of the sale agreement dated 21.03.2024, the sale price for the suit property is fixed at Rs.2,00,000/-. The plaintiff paid a sum of Rs.1,80,000/- on the date of sale agreement itself as advance and he has to pay the balance sale consideration of Rs.20,000/- within a year from the date of the execution of the agreement and to execute a sale deed in respect of the suit property in favour of the plaintiff. The plaintiff was ready and willing to perform his part of the contract as the balance sale consideration of Rs.20,000/- is ready with him. But the defendant postponed the days with the some pre text or other. Therefore, on 10.03.2025 plaintiff issued a Legal Notice to defendant and the defendant received the said notice on 11.03.2025 but he neither complied with the said notice nor issued any reply. Hence the suit for specific performance or alternative relief.

3. After filing the suit, the plaintiff has taken steps to issue summons to defendant and same was served. The defendant failed to appear and they were set exparte.

4. In order to substantiate its case, the plaintiff was examined as PW1 and Ex.A1 to Ex.A3 were marked.

**5. Point for consideration:-**

- (i) Whether the plaintiff is entitled to the relief of specific performance as prayed for or alternative relief of refund of advance amount?
- (ii) Whether the plaintiff is proved his ready and willingness to perform his part of Contract?
- (ii) To what other relief?

**6. On Points 1 to 3:-**

The contention of the plaintiff is that, the suit property originally belonged to defendant. After the same the defendant was in enjoyment and possession of the below mentioned property. The Plaintiff and the defendant entered into an oral sale agreement on 21.03.2024 and executed a sale agreement on 21.03.2024. As per the terms of the sale agreement dated 21.03.2024, the sale price for the suit property is fixed at Rs.2,00,000/-. The plaintiff paid a sum of Rs.1,80,000/- on the date of sale agreement itself as advance and he has to pay the balance sale consideration of Rs.20,000/- within a year from the date of the execution of the agreement and to execute a sale deed in respect of the suit property in favour of the plaintiff. The plaintiff was ready and willing to perform his part of the contract as the balance sale consideration of Rs.20,000/- is ready with him. But the defendant postponed the days with the some pre text or other. Therefore, on 10.03.2025 plaintiff issued a Legal Notice to defendant and the defendant received the said notice on 11.03.2025 but he neither complied with the said notice nor issued any reply.

7. The plaintiff was examined as PW1 and in order to substantiate the case of plaintiff Ex.A1 to Ex.A3 were marked. Ex.A1 is a Sale agreement entered between the plaintiff and the defendant dated 21.03.2024, Ex.A2 is a Office copy of the Legal Notice issued by plaintiff to the defendant dated 10.03.2025, Ex.A3 is a Acknowledgment card.

8. Next the court has to examined whether the plaintiff proved his readiness and willingness of performance of his part of contract. In a suit for specific performance “readiness and willingness” are mandatory condition precedent that the plaintiff must continuously prove from the date of the contract until the date of the decree. This requirement, primarily governed by

Section 16(c) of the Specific Relief Act 1963, which acts as a personal bar to relief of specific performance. Readiness refers to the plaintiff's financial capacity and ability to perform their part of the contract. This does not mean the plaintiff must carry cash at all times, but they must show they have the necessary funds and the ability to mobilize them when required for completion of the transaction. Willingness relates to the plaintiff's conduct, intent, and disposition to perform their contractual obligation. It is a mental state evidenced by prompt and consistent actions throughout the relevant period, such as approaching the seller, issuing notices, attending the Sub Registrar Office, and avoiding undue delays in filing the suit.

9. Based on the material available on the record, it could be discerned that the defendant had executed a sale agreement in favour of the plaintiff regarding the suit property as per Ex.A1. On perusal of Ex.A1, it reveals that a sum of Rs.2,00,000/- was agreed as sale price and a sum of Rs.1,80,000/- was received by the defendant on 21.03.2024 and balance amount of Rs.20,000/- was agreed to be paid within 12 months. The plaintiff is having money is not disputed by the defendant and the balance amount is meagre amount of Rs.20,000/-. The plaintiff stated in his pleadings and evidence that he approached the defendant with balance amount of Rs.20,000/- to execute the sale deed, but he has not give the detail about when he approached the defendant and whose presence he approached the defendant and the defendant avoid execution of sale deed. In this circumstances it is relevant to analysis the conduct of the plaintiff, though the agreement was entered on 21.03.2024 the plaintiff issued legal notice only on 10.03.2025 and filed the suit only on 20.03.2025. In this juncture it is relevant to refer the decision relied by the learned counsel for the plaintiff.

10. The Hon'ble Supreme Court in Basavaraj ..Vs..Padmavathy and another 2023 SAR (Civil) 169, in Para-6 held that : "6. *At the outset, it is*

*require to be noted that the learned trial court, on appreciation of evidence on record, specifically recorded findings on readiness and willingness on part of the plaintiff to perform his part of the agreement. The findings recorded on readiness and willingness on the part of the plaintiff were on appreciation of the entire evidence on record. In the legal notice which was issued on 20.11.2007, the plaintiff asked the defendant to receive the balance amount and execute the sale deed. In reply to the legal notice, the defendant denied the execution of agreement to sell itself. That thereafter, the plaintiff filed the suit for specific performance in which it was specifically averred that he was ready and willing to perform the agreement dated 13.03.2007. In his deposition the plaintiff specifically stated that he was ready and willing to perform his obligation under the agreement. He further stated that he approached the defendant in the month of June 2007 and again in July 2007 with the balance sale consideration. There is no cross examination in this regard. The plaintiff also examined two witnesses, PW2 and PW3 who were attestors to agreement to sell dated 13.03.2007, who specifically stated that in July 2007 the plaintiff approached the defendant and asked them to accept the balance sale consideration in cash, to that also there is no cross examination. The receipt of Rs.3,00,000/- by way of earnest money, has been held to be proved by both the courts below. Within a period of one month from passing of the decree, the plaintiff deposited the balance sale consideration i.e., Rs.9,74,000/- before the learned trial court. Considering the above said facts and circumstances of the case, it is observed that the High Court has materially erred in reversing the decree by reversing the findings of the trial court on readiness and willingness of the Appellant.”*

11. In the present case the plaintiff in his plaint stated that the plaintiff approached the defendant with balance sale consideration of Rs.20,000/- to get the sale deed executed in his favour. In his deposition the plaintiff specifically stated in plaint that he was ready and willing to perform his obligation under

the agreement and he approached the defendant with the balance sale consideration of Rs.20,000/-. There is no cross examination in this regard. Therefore, in view of the decision referred above this court comes to the conclusion that the plaintiff proved he was ready and willing to perform his obligation under the agreement.

12. For the reasons stated supra, this court comes to the conclusion that the defendant entered into a agreement to sell on 21.03.2024 with plaintiff for sale consideration of Rs.2,00,000/- and received Rs.1,80,000/- as earnest money on the same day and agreed to execute a sale deed in favour of the plaintiff after receiving the balance sale consideration of Rs.20,000/- within 12 months, and the plaintiff ready and willing to perform his part of his contract but the defendant failed to perform his part of the contract and the plaintiff is entitled to get the relief of specific performance of contract and decide the point accordingly.

**In the result**, suit is decreed with costs, directing the defendant to execute a registered sale deed in respect of the suit property in favour of the plaintiff within one month after receiving the balance sale consideration of Rs.20,000/-. Since the main relief of specific performance of contract is granted, the alternate relief is not ordered.

Dictated to the Steno-typist, directly and typed on the computer, corrected, print out was taken and pronounced by me in the open court, on this the 24<sup>th</sup> day of March 2026.

Principal Subordinate Judge,  
Villupuram.

**LIST OF PLAINTIFF'S WITNESS:**

PW1 -- Tr. Arumugam S/o. Govindasamy

**LIST OF PLAINTIFF'S EXHIBITS:**

Ex.A1	21.03.2024	Original registered Sale agreement entered into between the plaintiff and the defendant.
Ex.A2	10.03.2025	Legal Notice issued by plaintiff's counsel to defendant
Ex.A3	11.03.2025	Acknowledgment Card

**LIST OF DEFENDANT'S WITNESSES and EXHIBITS:**

NIL.

Principal Subordinate Judge,  
Villupuram.