TNVR220004192024

Presented on : 12-07-2024
Registered on : 08-08-2024
Decided on :14-07-2026
Duration : 2 years, 2 days

IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE ARUPPUKOTTAI

Present : **Thiru. M. VASANTHA KUMAR, M. L.,**
Additional District Judge, Aruppukottai

Tuesday, the 14th day of July 2026.

O.S.No. 251/2024
CNR.No. TNVR220004192024

O.S.No. 251/2024

G. Rajeswari ... Plaintiff

/Vs/

1. M. Muruganantham.
2. M. Sundari
3. M. Sekar ... Defendants

Counterclaim in O.S.No. 251/2024

M. Sekar ... Counterclaimant/ 3rd defendant

/Vs/

G. Rajeswari ... Counterclaim Defendant/ Plaintiff.

This Suit was originally presented on 12.07.2024 and represented on 15.07.2024 before Principal District Judge, Virudhunagar District at Srivilliputtur and taken on file as O.S. No. 251/2024 on 08.08.2024 and made over to this court on the same day as per the order of Hon'ble Principal District Judge, Srivilliputtur and case records were received by this court on 23.08.2024 and proceeded as O.S. No. 251/2024.

This suit came up before me for final hearing on 06.07.2026 in the presence of Thiru. R. Rajamohan, Learned counsel for the Plaintiff/Counterclaim respondent and even though Thiru. R. Ramar, learned counsel appeared for defendants 1 & 2 and Thiru. T. Perumalsamy, learned counsel appeared for the 3rd defendant/counterclaimant, they did not come forward to cross examine the P.W. 1 and hence the defendants were called absent and set exparte and upon considering all material records in this case and hearing the arguments of both sides and having stood over for consideration till this day, this court delivered the following

JUDGMENT

1. This suit is filed for the relief of specific performance directing defendants 1 & 2 to execute a sale deed in favour of the plaintiff and handover the possession of the suit property after receiving the balance sale consideration of Rs. 54,800/- within a stipulated time, in alternate, directing the defendants 1 & 2 to pay the advance sale consideration of Rs. 22,45,200/- with interest at the rate of 18% per annum from the date of sale agreement till the date of realization and also for the relief of declaration declaring the sale deed in document No. 4464/2022 of Aruppukottai Sub Registrar Office dated 04.07.2022 executed by defendants 1 & 2 in favour of the 3rd defendant as null and void and not binding upon the plaintiff and for the relief of permanent injunction restraining the defendants and their men, assignees, servants or

agents or any other person claiming through them from anyway encumber the suit property by a way of further alienation and for cost of the suit.

2. The counterclaim is filed seeking to dismiss the suit and for the relief of declaration to declare that the suit property is the absolute property of the counterclaimant and consequential permanent injunction restraining the counterclaim Defendant/plaintiff from interfering with the peaceful possession and enjoyment of the counterclaimant/3rd defendant in the suit property in any way and for the cost of the counterclaim.

3. **The brief averments of the Plaint is as follows:**

3.1 The defendants 1 and 2 had purchased the suit property in Plot No. 36 & 37, comprised in S.No. 292/2, on 22.08.2014 by virtue of registered Sale deed in document No.3993 of 2014 on the file of Sub Registrar Office, Aruppukottai. The 2nd defendant is the younger sister of the plaintiff and the 1st defendant is the husband of the 2nd defendant and the 3rd defendant is the brother of the 1st defendant. The 1st and the 2nd defendants had availed a mortgage loan with the Mahindra Rural Housing Finance Limited, Sivakasi by mortgaging the suit property to construct a house thereon by executing a Mortgage Deed in document No. 4182/2018 dated 10.09.2018 and also deposited the title deeds with the said Finance company. The 1st and 2nd defendants were not able to repay the loan and hence they had attempted to sell the house constructed in the suit property, but, the proposed purchasers were offered very meager amount to purchase the suit property by citing the mortgage loan. Hence, the 1st and 2nd defendants had approached the plaintiff to sell the suit property for a sum of Rs.23,00,000/- and the plaintiff, with an intention to help her, willing to purchase the suit property.

3.2 Further the 1st and 2nd defendants had fixed the sale consideration as Rs.23,00,000/- and entered into a sale agreement with the plaintiff on

10.05.2020. The plaintiff also paid a sum of Rs.2,00,000/- as advance on the same day namely 10.05.2020. Further the plaintiff agreed to pay a sum of Rs.8,00,000/- to the defendants 1 and 2 within two months and also agreed to pay the monthly EMI amount to the Mahindra Rural Housing Finance Limited, Sivakasi from 01.06.2020 onwards, for the housing loan and on payment of the entire EMI due amount by the plaintiff, the defendants 1 and 2 have to obtained the original sale deed from the Finance company and there after the defendants 1 and 2 have to execute sale deed infavour of the plaintiff in respect of the suit property. Further, within a month, the plaintiff paid a sum of Rs. 10,00,000/- by cash to the 1st and 2nd defendants thereafter as per the terms and conditions of the sale agreement the plaintiff paid the EMI amount of Rs. 13,020/- per month to the Mahindra Rural Housing Finance Limited from 20.06.2020 to 10.05.2022 totaling Rs.3,12,480/-. The 1st and 2nd defendants had executed a Consent deed to the plaintiff on 21.04.2022 agreeing that they have received the entire sale consideration amount from the plaintiff after deducting the amount settled by the plaintiff towards the mortgage loan and also agreed to execute the sale deed after receiving the original documents from the Financier. Believing that, on 10.05.2022 the plaintiff settled the remaining outstanding loan amount of Rs.7,32,720/ by way of Demand Draft in DD No.500118 dated 10.05.2022 issued by ICICI Bank, Chennai Main Branch. Therefore, the plaintiff has performed her part as per the sale agreement and the plaintiff is always ready and willing to perform the contract.

3.3 After that the Mahindra Rural Housing Finance also returned the original Title Deeds of the suit property to the 1st and 2nd defendants by executing a discharge receipt on 21.06.2022 in Document No.4158 of 2022, but the 1st and 2nd defendants were wantonly delayed to register the suit property in the name of the plaintiff and they were not properly responded to the plaintiff, thereby, they were willfully failed to perform their part of contract as per the sale agreement. Hence, the plaintiff sent a Legal Notice on 28.06.2022 to the defendants 1 and 2 calling upon them to register the suit property, but they have not sent any reply and have not come forward to register the Sale Deed infavour of the plaintiff. Hence, the plaintiff lodged a complaint before the Aruppukottai Town Police Station that the defendants 1 and 2 had cheated the plaintiff. Aruppukottai Town Police issued C.S.R. No. 256/2022 and summoned the plaintiff and defendants 1 and 2 to appear for enquiry on 04.07.2022. Immediately the defendants 1 and 2 met the plaintiff in person and requested to withdraw the complaint by agreed to register the suit property in the name of the plaintiff within few days. Hence, the plaintiff had not proceed further with the complaint lodged by her before the Aruppukottai Town Police station and withdrawn the same as the dispute amicably settled between them.

3.4 But the defendants had not performed their part of contract and sold the suit property to the 3rd defendant on 04.07.2022 for sale consideration of Rs. 19,00,000/- vide Sale Deed in Document No. 4464/2022 of Aruppukottai Sub Registrar office. The 3rd defendant is none other than the brother of the 1st defendant. The said sale deed is a sham and nominal document. When the plaintiff came to know the same on 01.12.2022, she sent a Legal Notice to the defendants on 21.12.2022 and the same was returned as unclaimed. On perusal of the Sale deed executed infavour of 3rd defendant the entire suit property was sold for a sum of Rs.19,00,000/-. Though the sale agreement entered for the house constructed in Plot Nos. 36 & 37, but the defendants 1 & 2 purposely left out the plot No. 37 in the sale agreement.The house property situated in both plot No. 36 & 37. The suit property mentioned as house property constructed in plot No. 36 & 37. The plaintiff is suffered a lot as mentally and financially by the defendants in not performing their part of contract.

3.5 As per the terms of sale agreement the plaintiff has paid a sum of Rs. 22,45,200/- and the balance sale consideration is Rs. 54.800/- only. The plaintiff is always ready and willing to pay and get the sale deed in her favour, but inspite of the repeated demands made by the plaintiff, the defendants 1 and 2 are evading to execute the sale deed and sold the scheduled property to 3rd defendant, which would be void ab initio. Since, the plaintiff is ready to pay the balance sale consideration, the defendants 1 and 2 are legally liable to execute the sale deed as per the terms and conditions of the sale agreement and the plaintiff is ready to deposit the remaining sale consideration amount into this Court. Hence this suit.

4. **The brief averments of the written statement filed by defendants 1 and 2 is as follows:**

4.1 Except the admitted facts, all other facts in the plaint are denied as false. It is admitted fact that the suit property belongs to defendants 1 and 2 and the 2nd defendant is the younger sister of the plaintiff and the 1st defendant is the husband of the 2nd defendant and the 3rd defendant is the brother of the 1st defendant and the 1st and the 2nd defendants had availed a mortgage loan with the Mahindra Rural Housing Finance Limited, Sivakasi by mortgaged the suit property. It is denied as false that the 1st and 2nd defendants were not able to repay the loan and hence they had approached the plaintiff to sell the suit property for a sum of Rs.23,00,000/- and sale agreement also entered with the plaintiff on 10.05.2020 and the plaintiff also paid a sum of Rs.2,00,000/- as advance on the same day and agreed to pay a sum of Rs.8,00,000/- to the defendants 1 and 2 within two months and also agreed to pay the monthly EMI amount to the Mahindra Rural Housing Finance Limited, Sivakasi from 01.06.2020 onwards and on payment of the entire EMI due amount, the defendants 1 and 2 have to execute sale deed infavour the plaintiff. The plaintiff has to prove the same. The defendants 1 and 2 never execute any document in favour of plaintiff. If any documents found by the plaintiff, which are all created and forged documents.

4.2 Further, it is denied as false that within a month, the plaintiff paid a sum of Rs. 10,00,000/- by cash and as per the terms and conditions of the sale agreement the plaintiff paid the EMI amount of Rs. 13,020/-per month to the Mahindra Rural Housing Finance Limited from 20.06.2020 to 10.05.2022 totaling Rs. 3,12,480/-. Further it is denied that the 1st and 2nd defendants had executed a Consent deed to the plaintiff on 21.04.2022 agreeing to execute the sale deed after receiving the original documents from the Financier and on 10.05.2022 the plaintiff settled the remaining outstanding loan amount of Rs.7,32,720/ by way of Demand Draft in D.D. No. 500118 dated 10.05.2022 issued by ICICI Bank, Chennai Main Branch and the Mahindra Rural Housing Finance also returned the original Title Deeds of the suit property to the 1st and 2nd defendants. The averments that the 1st and 2nd defendants were wantonly delayed to register the suit property and hence, the plaintiff sent a Legal Notice on 28.06.2022 to the defendants 1 and 2 and thereafter the plaintiff lodged a complaint before the Aruppukottai Town Police Station, then the defendants 1 and 2 agreed to register the sale deed and request to withdraw the complaint are all denied as false. It is false to state that without receiving amount, the 1st and 2nd defendants sold the suit property to 3rd defendant on 04.07.2022 as sham and nominal. It is false to state that as per the sale agreement, the plaintiff has paid a sum of Rs. 22,45,200/- and the balance sale consideration is Rs.54.800/-.

4.3 In fact, the 1st and 2nd defendants had obtained a loan from Mahindra Rural Housing Finance to construct a house in the suit property and when they were repaying the loan amount, due to some difficulties, they could not pay the installments, and on the consent of 1st defendant, the 2nd defendant requested a loan of Rs. 10,00,000/- from the plaintiff and the plaintiff also agreed to lend Rs. 10,00,000/- and claimed to pay interest of Rs.10/- for every month on the said loan. The 2nd defendant agreed and received Rs. 10,00,000/- from the plaintiff and paid the interest regularly. Since the defendants 1 & 2 paying more interest than the loan amount to the plaintiff, with great difficulty they repaid the full loan amount of Rs. 10,00,000/- to the plaintiff in the beginning of the year 2021. However, the plaintiff, with an intention to grab the suit property, has filed this case by creating forged documents. The document dated 10.05.2020 and the consent document dated 21.04.2022 are all created forged documents and the 1st and 2nd defendants have not written any documents at any time. There was no purchase agreement to sell the suit property and there is no need for it. There was lot of differences between the details of property found in the legal notice dated 28.06.2022 and the suit property. The plaintiff has changed the property details and produced fraudulent documents. Further, the sale agreement dated 10.05.2020 was not registered as per the Registration Act. The plaintiff did not approach the 1st and 2nd defendants to register sale deed.

4.4 The defendants 1 and 2 entered into an oral agreement with the 3rd defendant in the year 2019 to sell the suit property for sale consideration of Rs. 19,00,000/-.Accordingly, the 1st and 2nd defendants have received the total sale amount in several installments from the 3rd defendant on various dates and have given receipts for the same. As agreed the 1st and 2nd defendants had executed a sale deed in favour of the 3rd defendant on 04.07.2022 in document No. 4464/2022. As per the said sale deed, the 3rd defendant has acquired the ownership of the suit property and enjoying the same. The plaintiff is well aware of the sale deed executed to the 3rd defendant on 04.07.2022. The plaintiff has no prima facie case to file this case. The plaintiff did not approach the court with clean hands and the suit is barred by limitation. Hence prays to dismiss the suit.

5. **The brief averments of the written statement/counterclaim filed by 3rd defendant is as follows:**

5.1 Except the admitted facts, all other facts in the plaint are denied as false. It is admitted fact that the suit property belongs to defendants 1 and 2 and the 2nd defendant is the younger sister of the plaintiff and the 1st defendant is the husband of the 2nd defendant and the 3rd defendant is the brother of the 1st defendant and the 1st and the 2nd defendants had availed a mortgage loan with the Mahindra Rural Housing Finance Limited, Sivakasi by mortgaging the suit property. The plaintiff and defendants 1 and 2 did not execute any sale agreement at any point of time. The documents filed by the plaintiffs are all forged and created documents. The plaintiff has to prove the same. The suit properties originally belongs to defendants 1 & 2. The defendants 1 and 2 entered into an oral agreement with the counterclaimant/3rd defendant to sell the suit property for sale consideration of Rs. 19,00,000/-. Accordingly, the 1st and 2nd defendants have received the total sale amount in several installments from the 3rd defendant on various dates. Subsequently, on 21.06.2022, Defendants 1 and 2 fully settled the housing mortgage loan, which was obtained from Mahendra Rural Housing Finance on 10.09.2018, to construct a house on the suit property, by executing a discharge receipt in document No. 4158/2022 of Sub Registrar Office, Aruppukottai.

5.2 Thereafter, as agreed the 1st and 2nd defendants had executed a sale deed in favour of the 3rd defendant on 04.07.2022 in document No. 4464/2022. As per the said sale deed, the counterclaimant/3rd defendant has acquired the ownership of the suit property and enjoying the same. The counterclaimant had purchased the suit property for valuable consideration and hence the sale deed is valuable one. The plaintiff is well aware of the sale deed executed to the 3rd defendant on 04.07.2022. But in order to grab the suit property, the plaintiff has filed this suit by creating false and fabricated documents, which are forged documents. The plaintiff has no prima facie case and balance of convenience to file this case. The plaintiff did not approach the court with clean hands and the suit is barred by limitation. After filing the suit from the month of July 2024, the plaintiff has interfered with the peaceful enjoyment of the counterclaimant/3rd defendant. Hence this counterclaim has been filed for the relief of declaration to declare that the suit property belongs to the counterclaimant and consequential permanent injunction restraining the counterclaim Defendant/plaintiff from interfering with the peaceful possession and enjoyment of the counterclaimant/3rd defendant in the suit property in any way.

6. **The brief averments of the reply statement filed by the plaintiff/counterclaim defendant is as follows:**

6.1 The counterclaim has been filed only with an intention to defeat the claim of the plaintiff and mislead the court. The counterclaim ought to be rejected for non joinder of necessary parties namely vendors of the counterclaimant, who are arrayed as defendants 1 & 2 in the original suit and they are proper and necessary parties to the suit. The counter claim defendant/plaintiff vehemently denies the averments that there was no sale agreement executed between the plaintiff and defendant No.1 & 2 at any point of time and the defendants 1 and 2 also not executed any document to the plaintiff and if any such document exist then the same is forged document by the plaintiff as incorrect. The counterclaimant/defendant No.3, being a subsequent purchaser and not a party to the sale agreement between the Plaintiff and Defendants 1 & 2, cannot dispute or deny the existence or genuineness of that sale agreement. The defendants 1 & 2, who are the executants and are not arrayed as party to this counter claim, only can either admit or deny its execution. Defendant No.3, being a third party, is legally incompetent to challenge the validity or genuineness of the Plaintiff's agreement. The agreement relied upon by the Plaintiff is true, valid, binding and enforceable in law.

6.2 Further it is denied the fact that since the sale agreement dated 10.05.2020 is not registered under the Registration law, the said document cannot be accepted by the court as incorrect. The contention of the 3rd defendant that the unregistered sale agreement is inadmissible in evidence is total misconception of law and facts and the same is no more res integra, as the legal proposition is settled by catena of decisions that as per Section 49 of the Registration Act 1908, even an unregistered sale agreement can be received as to enforce the terms of the agreement in a suit for specific performance. Therefore the sale agreement dated 10.05.2020 is perfectly legally admissible in evidence and further, the 3rd defendant, who is a third party to the said document, has no locus standi to dispute the validity or execution or admissibility of the said document. Further it is vehemently denied the averment that defendants 1 and 2 were agreed to sell the suit property to the 3rd defendant for a sale consideration of Rs. 19,00,000- and the 1st and 2nd defendants were received the entire sale consideration amount on several occasions through several payments and the 1st and 2nd defendants has closed their loan availed in the Mahindra Rural Housing Loan by the discharge receipt in document no.4155/2022 dated 21.06.2022 and thereafter as per the oral agreement, the defendants 1 and 2, on 04.07.2022, have executed a sale deed in favour of the 3rd defendant through document no. 4464/2022 are all false. Further it is denied that the 3rd defendant is in the possession and the enjoyment of the suit property and he has purchased the suit property for valuable sale consideration are all denied as false.

6.3 The loan was discharged by the Plaintiff on 10.05.2022, well before the discharge receipt was registered on 21.06.2022 in Document No.4155/2022. Merely because the document was registered in the name of the 1st and 2nd Defendants does not imply that they had made the payment and the 3rd defendant is attempting to occupy the property without making any payment directly to the Plaintiff or through a legitimate transaction. The plaintiff, having performed her part of the agreement, is entitled to the relief of specific performance. The 3rd defendant is trying to disturb the equitable rights of the plaintiff by filing a false counter claim. The 3rd defendant's claim that he is the lawful owner and in possession of the suit property is baseless. The plaintiff has equitable ownership over the property by virtue of her payments and fulfillment of obligations under the sale agreement. The sale deed in favour of the 3rd defendant is sham and nominal void document as there is no consideration passed on the said alleged sale deed. The claim of having paid Rs.19.00,000/- is not supported by any evidence. The 3rd defendant is attempting to defeat the Plaintiff's rights in collusion with the defendants 1 and 2, who are his blood brother and his wife.

6.4 The cause of action for the plaintiff's suit arose on 04.07.2022, when the Plaintiff known that the 1st and 2nd defendants executed a fraudulent sale deed in favour of the 3rd Defendant in violation of the earlier Sale Agreement. Hence this suit has been filed well within the limitation period. The couterclaim is liable to be rejected as the counterclaimant/3rd defendant failed to value the counter claim for the 1st prayer and also has not paid any court fee for the 1st prayer in the counter claim. Hence prays to dismiss the counterclaim.

7. **On the basis of these pleadings, the following issues were framed :**

1) Whether the plaintiff establishes that the 1st and 2nd defendant are agreed to sell the suit property to the plaintiff ?
2) Whether the plaintiff proves that the amount paid by her to the creditor of defendants 1 & 2 namely Mahindra Rural Bank form part of the sale consideration ?
3) Whether the Defendants 1 & 2 proved that the amount received by them from the plaintiff is only a debt amount and the same was repaid to the plaintiff ?
4) Whether the plaintiff is entitled to the relief of specific performance as prayed for ?
5) Whether the plaintiff is entitled to the relief of declaration, declaring that the sale deed in document No. 4464/2022 dated 04.07.2022 is null and void and not binding on the plaintiff ?
6) Whether the plaintiff is entitled to the relief of permanent injunction as prayed for ?
7) Whether the 3rd defendant proved that he is a bonafide purchaser for valuable consideration ?
8) Whether the 3rd defendant is entitled to the relief of declaration and injunction as prayed for ?
9) To what other reliefs the plaintiff is entitled to ?

8. On the side of plaintiff, P.W. 1 and P.W. 2 were examined and Ex. A-1 to Ex. A-12 were marked. In the above circumstances, after giving sufficient opportunities, the 1st to 3rd defendants did not come forward to cross

examine the plaintiff's side witnesses and did not appear before the court. Hence on 08.06.2026, defendants 1 to 3 were called absent and set exparte.

9. **Issues No. 1 to 8 :**

It is the case of plaintiff that the 2nd defendant is the younger sister of the plaintiff and the 1st defendant is the husband of the 2nd defendant and the 3rd defendant is the brother of the 1st defendant and subsequent purchaser. Further it is the case of the plaintiff that the suit property belongs to defendants 1 and 2 and they had purchased the suit property in document No.3993 of 2014 of Sub Registrar Office, Aruppukottai and they availed a mortgage loan with the Mahindra Rural Housing Finance Limited, Sivakasi by mortgaging the suit property to construct a house thereon by executing a Mortgage Deed in document No. 4182/2018 dated 10.09.2018 and also deposited the title deeds with the said Finance company. Further it is stated that the 1st and 2nd defendants were not able to repay the loan and hence they approached the plaintiff to sell the suit property for a sum of Rs.23,00,000/- to the plaintiff, fixed the sale consideration as Rs.23,00,000/- and entered into a sale agreement with the plaintiff on 10.05.2020. It is further case of the plaintiff that the plaintiff has paid a sum of Rs.2,00,000/- as advance on the date of agreement and agreed to pay a sum of Rs.8,00,000/- within two months and also agreed to pay the monthly EMI amount to the Mahindra Rural Housing Finance Limited from 01.06.2020 onwards and the defendants 1 & 2 also agreed that after getting the original sale deed from the Finance company, they have to execute sale deed in favour of the plaintiff. Thereafter, within a month, the plaintiff paid a sum of Rs. 10,00,000/- by cash to the 1st and 2nd defendants and also paid the EMI amount of Rs. 13,020/-per month to the Mahindra Rural Housing Finance Limited from 20.06.2020 to 10.05.2022 totaling Rs.3,12,480/-.

10. It is further case of the plaintiff that the 1st and 2nd defendants had executed a Consent deed to the plaintiff on 21.04.2022 agreeing that they have received the entire sale consideration amount from the plaintiff after deducting the amount settled by the plaintiff towards the mortgage loan and also agreed to execute the sale deed after receiving the original documents from the Financier. Thereafter on 10.05.2022 the plaintiff settled the remaining outstanding loan amount of Rs.7,32,720/ by way of Demand Draft in DD No.500118 dated 10.05.2022 issued by ICICI Bank, Chennai Main Branch. Thereafter Mahindra Rural Housing Finance also returned the original Title Deeds of the suit property to the 1st and 2nd defendants by executing a discharge receipt on 21.06.2022 in Document No.4158 of 2022, but the 1st and 2nd defendants were wantonly delayed to register the suit property in the name of the plaintiff.

11. It is the further case of the plaintiff that on 28.06.2022, the plaintiff sent a Legal Notice to the defendants 1 and 2 calling upon them to register the suit property, but they have not respond it and hence, the plaintiff lodged a complaint before the Aruppukottai Town Police Station and thereafter as per the request of defendants 1 & 2, he has withdrawn the same as defendants 1 & 2 agreed to register sale deed in favour of plaintiff. It is further case of the plaintiff is that the 1st and 2nd defendants had not performing their part of contract and sold the suit property to the 3rd defendant, who is none other than the brother of the 1st defendant, on 04.07.2022 as sham and nominal for the sale consideration of Rs19,00,000/- vide Sale Deed in Document No. 4464/2022 of Aruppukottai Sub Registrar office. When the plaintiff came to know the same on 01.12.2022, she sent a Legal Notice to the defendants on 21.12.2022 and the same was returned as unclaimed. It is further case of the plaintiff that as per the terms of sale agreement, the plaintiff has paid a sum of Rs. 22,45,200/- and the

balance sale consideration is Rs.54.800/- only and the plaintiff is always ready and willing to pay and get the sale deed in her favour,

12. On the other hand, the defendants 1 & 2 contended that they never inclined to sell the suit property to the plaintiff and the defendant denies the execution of sale agreement and consent deed. Further the defendants 1 & 2 contended that they entered into an oral agreement with the 3rd defendant in the year 2019 to sell the suit property for the sale consideration of Rs. 19,00,000/- and accordingly, the 1st and 2nd defendants have received the total sale amount in several installments from the 3rd defendant on various dates and also given receipts for the same. Further it is contended that as agreed, the 1st and 2nd defendants had executed a sale deed in favour of the 3rd defendant on 04.07.2022 in document No. 4464/2022 and as per the said sale deed, the 3rd defendant has acquired the ownership of the suit property and he is in enjoyment of the suit property.

13. On the side of 3rd defendant, counterclaim has been filed by denying the claim of the plaintiff and also contended that the suit property was belongs to defendants 1 & 2 and they are entered into an oral agreement with the 3rd defendant to sell the suit property for sale consideration of Rs. 19,00,000/- and accordingly, the 1st and 2nd defendants have received the total sale amount in several installments from the 3rd defendant on various dates. Subsequently, on 21.06.2022, Defendants 1 and 2 fully settled the housing mortgage loan in the Mahendra Rural Housing Finance and executing a discharge receipt in document No. 4158/2022 of Sub Registrar Office, Aruppukottai. Further it is contended that as agreed the 1st and 2nd defendants had executed a sale deed in favour of the 3rd defendant on 04.07.2022 in document No. 4464/2022 and he has acquired the ownership of the suit property and enjoying the same. Since, the counterclaimant/3rd defendant had purchased the suit property for valuable

consideration, the sale deed is valuable one and the 3rd defendant is the bonafide purchaser. Further it is contended that after filing of the suit, from the month of July 2024, the plaintiff has interfered with the peaceful enjoyment of the counterclaimant/3rd defendant. Hence this counterclaim has been filed for the relief of declaration of title and consequential permanent injunction. Further it is contended that the case of the plaintiff is not at all maintainable and the sale agreement and consent deed are fabricated one and created for the purpose of institution of the suit and hence prays to dismiss the suit.

14. On the side of plaintiff, to prove her case, the plaintiff herself examined as P.W. 1 and one Kannan, who was signed as witness in the consent deed was examined as P.W. 2 and Ex. A-1 to Ex.A-12 were marked. P.W. 1 in her evidence, reiterated her case as mentioned in the plaint and prays to decree the suit. On perusal of documents filed by the plaintiff, it is seen that Ex. A-1 is the sale deed executed by Laksmanan in favour of defendants 1 & 2 in document No.3993 of 2014 dated 22.08.2014. Ex. A-2 is the unregistered sale agreement entered between Rajeswari and Sundari dated 10.05.2020. Ex. A-3 is the SBI bank account Statement pertains to the plaintiff's son Rueben Isaac. Ex. A-4 is the unregistered consent deed dated 21.04.2022 executed between Rajeswari and Sundari. Ex. A-5 is the ICICI bank account statement pertains to plaintiff. Ex. A-6 is the demand draft counterfoil receipt. Ex. A-7 is the legal notice. Ex. A-8 is the summon sent by the Aruppukottai Town Police. Ex. A-9 is the copy of sale deed executed by defendants 1 & 2 in favour of 3rd defendant dated 04.07.2022. Ex. A-10 is the legal notice dated 21.12.2022 and Ex. A-11 is the returned postal cover.

15. Further on the side of the plaintiff, to prove the consent document the plaintiff has examined one of the witness to the consent document as P.W. 2 and the copy of his Aadhar card has been marked as Ex. A-12. P.W. 2 Kannan

in his evidence deposed that the plaintiff, who is her elder sister, entered into a sale agreement on 10.5.2020 to purchase the suit property from the 1st and 2nd defendants and the 1st and 2nd defendants agreed to sell the suit property to the plaintiff for Rs. 23,00,000/-. P.W.2 further stated that he know the fact that the 1st and 2nd defendants agreed to register the sale deed, after paying the loan amount, which was taken by the 1st and 2nd defendants from Mahendra Rural House Finance Company, by the plaintiff and after getting original documents from the finance company. As agreed, the plaintiff has paid full loan amount to the finance company and finally settled the above loan on 21.4.2022. On the same day, defendants 1 and 2 had executed a consent deed in favour of plaintiff agreeing that they have received the entire sale amount and accepted to execute sale deed in the name of the plaintiff after getting original documents from the finance company. In his presence, both the plaintiff and defendants 1 and 2 signed in the consent deed dated 21.04.2022 and he and one Manikandan were signed in it as witnesses.

16. On the side of defendants 1 & 2 it is contended that defendants 1 & 2 never execute any sale agreement and consent deed in favour of the plaintiff and they had obtained loan of Rs. 10,00,000/- from the plaintiff, for which they have paid the interest at the rate of Rs.10/- for every month and thereafter they repay the full loan amount of Rs. 10,00,000/- to the plaintiff in the beginning of the year 2021. Even though defendants 1 & 2 contested the case by filing written statement and denied the execution of sale agreement and consent deed, to prove the same they did not come forward to cross examine the plaintiff side witnesses and failed to produce any oral or documentary evidence to prove their defence theory of loan and alleged repayment and failed to prove the defence case. Likewise, the subsequent purchaser namely the 3rd defendant, who is the counterclaimant, had denied the case of the plaintiff by filing counterclaim and

contended that he is the bonafide purchaser and the sale deed executed by defendants 1 & 2 in favour of 3rd defendant dated 04.07.2022 is a genuine document and as per the sale deed, the counterclaimant/3rd defendant has acquired the ownership of the suit property and enjoying the same and prays to declare the title over the suit property. But to prove the same, he did not come forward to cross examine the plaintiff side witnesses and failed to produce any oral or documentary evidence to prove his case and defendants 1 to 3 chosen to remain exparte. In the absence of any other oral or documentary evidence to prove the case of the defendants, the plaintiff has categorically established her case through sufficient oral and documentary evidence. Hence this court comes to the conclusion that the plaintiff has proved her case and the plaintiff is entitled to the relief as prayed for in the plaint and the counter/claimant/3rd defendant is not entitled to any relief as prayed for in the counterclaim, since he did not appear before the court to cross examine the plaintiff side witnesses. Accordingly issue Nos. 1 to 8 are answered.

17. **Issue No. 9**

In this case, this court held that the plaintiff has proved her case and hence the plaintiff is entitled to the relief of specific performance and the relief of declaration declaring the sale deed in document No. 4464/2022 of Aruppukottai Sub Registrar Office dated 04.07.2022 executed by defendants 1 & 2 in favour of the 3rd defendant as null and void and not binding upon the plaintiff and the relief of permanent injunction restraining the defendants and their men, assignees, servants or agents or any other person claiming through them from anyway, from encumber the suit property by a way of further alienation. Further it is held that, the counterclaimant/3rd defendant is not entitled to any relief as prayed for in the counterclaim.

18. In the result,

(a) The suit is decreed.

(b) The 1st and 2nd defendants are directed to execute a sale deed in respect of suit property, in favour of the plaintiff within 2 months after receiving the balance sale consideration of Rs. 54,800/- and handover the possession of the suit property.

(c) It is declared that the sale deed in document No. 4464/2022 of Aruppukottai Sub Registrar Office dated 04.07.2022 executed by defendants 1 & 2 in favour of the 3rd defendant as null and void and not binding upon the plaintiff

(d) The defendants and their men, assignees, servants or agents or any other person claiming through them from anyway are hereby restrained by an order of permanent injunction not to encumber the suit property by a way of further alienation.

(e) The counterclaim filed by the 3rd defendant is dismissed for default.

(f) Both the parties in the suit and Counterclaim are directed to bear their own costs.

Dictated by me to the steno-typist, directly typed by her, corrected and pronounced by me in the open court on this the 14h day of July 2026.

M VASANTHA KUMAR Digitally signed by M VASANTHA KUMAR

Additional District Judge,
Aruppukottai

List of Plaintiff side Witnesses :

P.W.1: Rajeswari.

P.W.2: Kannan

List of Plaintiff side Exhibits :

Ex.A-1	22.08.2014	Copy of sale deed executed by Laksmanan in favour of Muruganantham and Sundari in document No.3993/2014.
Ex.A-2	10.05.2020.	Unregistered sale agreement entered between Rajeswari and Sundari
Ex.A-3	28.10.2025	SBI bank account Statement pertains to the plaintiff's son Rueben Isaac.
Ex.A-4	21.04.2022	Unregistered consent deed executed between Rajeswari and Sundari.
Ex.A-5	-	ICICI bank account statement pertains to Rajeshwari.
Ex.A-6	10.05.2022	Demand draft counterfoil receipt.
Ex.A-7	-	Legal notice
Ex.A-8	03.07.2022	Summon sent by the Aruppukottai Town Police.
Ex.A-9	04.07.2022	Copy of sale deed executed by Muruganantham and Sundari in favour of 3rd defendant Sekar.
Ex.A-10	21.12.2022	Legal notice
Ex.A-11	-	Returned postal cover.
Ex.A-12	-	Copy of Aadhar card of P.W. 2 Kannan.

List of Defendants side Witnesses : NIL.

List of Defendants side Exhibits : NIL.

M VASANTHA KUMAR Digitally signed by M VASANTHA KUMAR

Additional District Judge,
Aruppukottai