

IN THE COURT OF ADDITIONAL DISTRICT JUDGE, KRISHNAGIRI

Present: Thiru.V. Damodaran, B.L.M.,M.L.,
Additional District Judge, Krishnagiri

Wednesday, the 03rd day of December 2025

OS.No.389/2023

CNR .NO.TNKI01-004478-2023

Mani

....Plaintiff

/Versus/

1. Tirupathi
2. Bolappan

....Defendants

This suit was coming up before me finally on 28.11.2025 in the presence of Thiru. R.Vijayakumar, Advocate appearing for the Plaintiff, and Thiru. T.Anbazzhagan, Advocate appearing for the 1st defendant, and Thiru. M.Suresh, Advocate appearing for the 2nd defendant, upon hearing the arguments of Plaintiff side and defendants side and on perusal of available records, and having stood over for consideration till date, this Court deliver the following:-

JUDGMENT

Suit filed for Specific Performance of agreement directing the defendants to receive Rs.1,00,000/- from the plaintiff and execute the Sale Deed in favour of the plaintiff and handover the vacant possession with alternative prayer to return the advance amount of Rs.10,00,000/- along with interest 12% per annum from the date of the entering into the agreement till the date of payment and for the cost.

2] The Plaint averments is as follows:-

The plaintiff and the defendant entered into a agreement on 17.02.2023 whereas the total sale consideration was fixed as Rs.11,00,000/- and on the date of the agreement for Sale was entered Rs.10,00,000/- was paid as an advance and for remaining Rs.1,00,000/- amount 3 months time was given and the said agreement was registered one and further stated that, the defendants had purchased jointly the suit schedule property on 20.10.2003 in Doc.No.1380/2023. In the said agreement 3 months time was fixed and within 3 months time the plaintiff has to pay the remaining amount and the Sale Deed has to be executed by the defendants and the defendants has to execute, the Sale Deed in favour of the plaintiff. As per the said agreement the plaintiff has arranged 1 Lakh amount and approached the defendants but the defendants stating one or other reason was postponing the execution of the Sale Deed and asked wait for some more time. On 06.07.2023 a legal notice was issued to the defendants stating that, the plaintiff will be ready with the remaining Sale consideration Rs.1,00,000/- and the defendant has to execute the Sale Deed on 13.07.2023 by 10.00 AM. after receiving the said amount from the plaintiff and the said legal notice was received by the 1st defendant but did not give any reply. The 2nd defendant though received the legal notice but gave a reply with false averments. Having entered into the Sale agreement, the defendants are bound to execute the Sale Deed in favour of plaintiff but, the defendant with intention to get unlawful enrichment, did not come forward with execute the Sale Deed as such, the plaintiff was constrained to file the suit for specific performance, with alternative prayer for

return of advance money.

3] The Written statement filed by the 1st defendant is as follows:-

The 1st defendant states that, the defendants 1 and 2 are the owner of the suit property was admitted and also admitted on 17.02.2023, the 1st defendant along with the 2nd defendant entered into a Sale agreement with the plaintiff and the Sale consideration was fixed as Rs.11,00,000/- on the date of entering the agreement Rs.10,00,000/- was paid to them and remaining Rs.1,00,000/-, 3 months time was given. The 1st defendant further states that, this defendant is ready to execute the Sale Deed after receiving the balance Sale consideration and the 2nd defendant is not in a mood to execute the Sale Deed in favour of the plaintiff herein and further states that, this defendant is willing to execute the Sale Deed as the Sale agreement entered with plaintiff is true.

4] The 2nd defendant filed written statement which runs as follows:-

The suit is unsustainable in law and on facts, as such the suit has to be dismissed. Except those facts admitted by the defendant, the plaintiff is duty bound to establish the same. The 1st and 2nd defendants are brothers was admitted and on 2003, 5 Acre, 33 cents of land was purchased by them and the said property was not partitioned and they are enjoying the said property till date and the joint patta was issued in their name. The 1st defendant is residing at Bangaluru, and 2nd defendant is looking after the said land, while being so, in the year 2017 the 1st defendant in order to settle the loan has entered into a mortgage on 12.06.2017 with one

Govindaraj and the same was marked as Doc.No.2892/2018 and thereafter, the said mortgage loan was cancelled, again for the loan incurred by the 1st defendant on 09.11.2019 the property was mortgaged for Rs.7,00,000/- and on 11.03.2021 by way of Doc.No. 960/2021 the said mortgage was cancelled. Again the 1st defendant for the loan incurred has mortgaged the property one Ellappan for Rs.7,00,000/- and 15.02.2023 the said mortgage was cancelled. In the same manner, the 1st defendant has entered into an agreement for Sale and obtained Rs.10,00,000/- as a loan within 3 months the said amount will be settled and for security purposes, an agreement was entered and in that agreement the plaintiff has put up the signature. The 2nd defendant at point of time intended to sell the property since, the said property was jointly purchased by them, 2nd defendant as per the request 1st defendant, the 2nd defendant as put up the signature in the above said Sale agreement and the said Sale agreement was entered only for the loan purposes and this 2nd defendant did not get any amount while executing the Sale agreement and the said amount was received by the 1st defendant alone. Now, the 1st defendant colluded with the plaintiff and with intention to grab the property and to defraud the 2nd defendant, the 1st defendant was employed illegal means to grab the property. In the suit property the 2nd defendant has sunk a well 15 years back and got electricity connection and as per the oral partition between the 1st and 2nd defendants, the 2nd defendant has raised crop in the said property which was allocated to him by raising Samanthi flowers by way of drip irrigation while being so, a sum of Rs.2,00,000/- was incurred for the drip irrigation made in the suit property and for purchase the PVC pipe and electricity board

Rs.25,000/- was incurred and raised crop in that land, the 1st defendant along with the plaintiff has entered into the said land and destroyed the said crops, which was raised by the 2nd defendant herein and for that the defendant has incurred a loss of Rs.3,25,000/-. With respect of the incident a complaint was given to the police and no action was taken by the said police authority. The 2nd defendant denies the averments containing the plaint are false since, the loan was obtained by the 1st defendant for getting the loan an agreement was entered, by the plaintiff and the defendants the specific relief cannot be granted to the plaintiff and further stated that, for the loan incurred for the 1st defendant, this 2nd defendant cannot ask to pay the amount. Hence, prayed for dismissal of the suit.

5) The following issues were framed on 23.01.2024, after scrutinizing the plaint and Written Statement:

1. Whether it is true that the plaintiff and the defendants has entered into agreement of Sale on 17.02.2023 or not?
2. Whether the plaintiff is ready and willing to perform his part of contract or not?
3. Whether the plaintiff is entitled to the relief of Specific Performance of agreement and separate possession thereof or not?
4. Whether the plaintiff is alternative, is entitled for recovery of Rs.10,00,000/- along with interest at the rate of 12% per annum from the date of agreement or not?
5. To what other relief, the plaintiff is entitled to?

6] From the side of plaintiff, plaintiff was examined as PW1, through him Ex.A.1 to Ex.A.5 documents were marked. Ex.A.1 is the agreement for Sale entered on 17.02.2023, Ex.A.2 is the Sale Deed dated 20.10.2003 which stands the name of

the both the defendants, Ex.A.3 is the legal notice, Ex.A.4 is the acknowledgement card, Ex.A.5 is the reply notice given by the 2nd defendant. At the time of cross examination, Ex.A.6 Sale agreement was marked. In addition to PW1 one Chennappan was examined as PW2. After examination two witnesses plaintiff's side evidence closed. From the side of the defendants, the 1st defendant was examined as DW1, and the 2nd defendant Bolappan was examined as DW2, the sister of defendants namely Rani was examined as DW3. With examination of 3 witnesses from defendant's side, defendant's side evidence closed.

7] The learned counsel for the plaintiff argued before the Court, the plaintiff with intention to purchase the property has entered into agreement for Sale on 17.02.2023 by way of Ex.A.1 document, the said Ex.A.1 document is the registered Sale agreement entered between the plaintiff and defendant 1 & 2 on 17.02.2023 and 3 months time was given to pay the remaining amount of Rs.1,00,000/- and after receiving Rs.1,00,000/- the defendant agreeing to execute the Sale Deed in favour of the plaintiff but, after entering into agreement the plaintiff approached the defendants to execute the Sale Deed but, the defendants did not come forward to execute the Sale Deed and after giving notice to the defendants 1 & 2, when the 2nd defendant did come forward to execute the Sale Deed in favour of plaintiff herein, the suit has been filed as against the defendants 1 and 2.

8] On the other hand, learned counsel for the 1st defendant argued before the

court that, a Sale agreement was entered between the plaintiff and the defendants 1 and 2 on 17.02.2023 and Rs.10,00,000/- was received as advance and remaining Rs.1,00,000/- has to be pay while being so, the 1st defendant is willing to execute the Sale Deed in favour of the plaintiff, whereas the 2nd defendant did not willing to execute the Sale Deed and further argued that, the 1st defendant has no intention to defraud the plaintiff herein and even today the 1st defendant is willing to execute the Sale Deed in favour of the plaintiff and it is only the 2nd defendant who is not willing to execute the Sale Deed as such prayed for decreeing of the suit.

9] The learned counsel for the 2nd defendant argued before the Court, the suit Sale agreement was not entered for the purpose of purchase of the property but as a security for the loan transaction which was received by the 1st defendant to a tune of Rs.10,00,000/-. It is further argued by the learned counsel for the 2nd defendant even before the said Sale agreement was entered in previous occasion also the Sale agreement was entered between the other third persons and it is a security and the agreement of Sale was entered between 1st and 2nd defendant with other third persons. In the same manner, the 1st and 2nd defendants entered into the Sale agreement for the loan amount obtained by the 1st defendant to a tune of Rs.10,00,000/- from the plaintiff and this defendant did not received any money from the said transaction and the said amount of Rs.10,00,000/- which was utilized by the 1st defendant for which, neither this 2nd defendant cannot be asked to pay the amount nor he can be asked to execute the Sale Deed in favour of the plaintiff herein.

Since, the loan amount was obtained by the 1st defendant and for the purpose alone the suit Sale agreement was came into existence then the 1st defendant has to pay the loan amount to the plaintiff herein as such, prayed for dismissal of the suit.

Issue No.1

10] Whether plaintiff and the defendants has entered into an agreement of Sale on 17.02.2023 is concerned, it is argued by the learned counsel for the plaintiff that, for purchase of the property by the plaintiff, the plaintiff has entitled to agreement of Sale on 17.02.2023 in which the plaintiff and the defendants has put up the signature in the Sale agreement and Rs.11,00,000/- was fixed as a Sale consideration on the date of entering agreement on 17.02.2023 Rs.10,00,000/- was paid as advance and remaining amount of Rs.1,00,000/- was agreed by the parties of the agreement that within 3 months the Sale has to be concluded and stipulating the 3 months time and payment Rs.10,00,000/- as advance with other usual condition, the Sale agreement was entered between the plaintiff and the defendants and the said Sale agreement was marked as Ex.A.1.

11] The learned counsel for the 1st defendant argued before the Court, the agreement was entered on 17.02.2023 by the plaintiff and the defendants 1 & 2 and the execution of the Sale agreement by the defendants 1 & 2 was not disputed by the 1st defendant herein. The learned counsel for the 2nd defendant argued before the Court, that on 17.02.2023 the Sale agreement entered was not correct, it is only on 16.02.2023 the Sale agreement was entered, though the 1st page starts with the date

of 17.02.2023 but on going through the page No. 5 of the Sale agreement it has been specifically stated that on 15.06.2023 only the Sale agreement was executed, so as stated by the plaintiff on 17.02.2023, the registered Sale agreement was not entered but an unregistered Sale agreement was entered between the plaintiff and the defendants and the same was marked as Ex.A.6 before the court through PW1 cross. On going through the Ex.A.6 agreement it has been stated the Sale consideration was fixed as Rs.49,50,000/- and on the said date Rs.10,00,000/- was received by the defendants herein and the remaining amount of Rs.39,50,000/- has to be paid to the defendants by the plaintiff within 3 months.

12] It is important note that, the plaintiff in this case initially states that, an agreement was entered for Rs.11,00,000/- on 17.02.2023 but in actuality only on 16.02.2023 the agreement was entered, the so called agreement on 17.02.2023 was unregistered document which was not stated in the plaint but only at the time of later point of the time, the said document was produced by the plaintiff herein and the same was marked as Ex.A.6 so, it is very clear that on 17.02.2023 no such agreement was entered by the plaintiff with the defendant but, only on 16.02.2023 the agreement Ex.A.1 was entered by the plaintiff and the defendants and this issue is decided as against the plaintiff herein.

Issue No. 2

13] Whether the plaintiff is ready and willing to perform his part of concerned, it has been stated by the plaintiff that as per the Ex.A.1 Sale Deed Rs.10,00,000/-

amount alone is to be paid but on going through the records placed before the court even the documents filed by the plaintiff is concerned not only on 16.02.2023 but on 17.02.2023 an unregistered Sale Deed was entered between the plaintiff and the defendants whereby the Sale consideration for fixed as Rs.49,50,000/- and Rs.10,00,000/- alone was paid and later entering into another agreement also, the remaining amount of Rs.39,50,000/- is still to be paid by the plaintiff to the defendants herein. The said amount of Rs.39,50,000/- was the remaining Sale consideration.

14] In this case in addition to the Ex.A.1 document which is a registered Sale agreement, yet another Sale agreement was entered between the plaintiff and the defendants where the Sale consideration for fixed as Rs.49,50,000/- and Rs.10,00,000/- was paid as a advance and remaining Rs.39,50,000/- has to be paid by the plaintiff to the defendants herein. Though the plaintiff in this case is duty bound to establish he is ready and willing to performance his part of contract, the remaining amount of Sale consideration as per the plaintiff version is Rs.1,00,000/- whereas, as per the defendants version the remaining amount is Rs.39,50,000/- as per Ex.A.6. It is only for the purpose of loan, the said sale agreement was entered. Both the Sale agreements were entered by the plaintiff and the defendants herein. To establish that the plaintiff is ready with a remaining Sale consideration no documentary evidence was let in by the plaintiff herein and to establish that the plaintiff is ready to pay the balance Sale consideration, the fixed deposit stands in the name of the plaintiff or the

bank account details standing in the name of the plaintiff, showing the outstanding balance amount to pay the remaining Sale consideration to the defendants was not established by the plaintiff by letting clear documentary evidence before the court.

15] In the absence of any documentary evidence before the court, this court of the view that the plaintiff is not able to establish his readiness and willingness on his part and further the plaintiff did not come forward to deposit the Sale consideration into the court so as to establish his readiness and willingness to conclude the Sale. Once the readiness and willingness was not established by way of oral documentary evidence and the evidence placed before the court shows that by way of Ex.A.1 and Ex.A.6 document the so called agreements were entered between the plaintiff and the defendant one registered another unregistered and the Sale consideration which was stated in the Ex.A.1 document differs from Ex.A.6 document, as such the readiness and willingness on the part of the plaintiff was not established by the plaintiff by letting clear evidence in this case and this issue is decided as against the defendants herein.

Issue No.3

16] Coming to the question of whether the plaintiff is entitled for specific performance agreement is concerned it is very clear that the plaintiff and the defendant has to entered into the agreement not only by Ex.A.1 but also by Ex.A.6, Ex.A.1 is the registered document which shows the Sale consideration as Rs.11,00,000/- whereas Ex.A.6 documents, the Sale consideration was shown as

Rs.49,50,000/-. Initially the plaintiff did not file the Ex.A.6 document, subsequently when the question was put to the witnesses with respect of another Sale agreement entered between the plaintiff and the defendant then only Ex.A.6 document was marked before the court. Whenever a plaintiff comes to the court, he must come to the court with clean hands, he should not suppress any material facts so as to affect this case.

17] In this case an unregistered document with respect of the same suit property between the plaintiff and defendant was wantonly suppressed by the plaintiff. So, the plaintiff want to gain unlawfully and the plaintiff in this case did not show by way of producing the documentary evidence his ready and willing to perform his part of the contract and the alleged agreement entered only for the purchase of the property was also not established for the plaintiff herein whereas the DW3 who was examined as defendant's side witness shows that Ellappan is none other than her husband, who has entered into a agreement of Sale with the defendants earlier on 15.02.2023 after paying the loan amount of Rs.7,00,000/- the Sale agreement which stands of name Ellappan was got cancelled so, what is clear is that the defendants got the money from the plaintiff and other person and as a security, the plaintiff used to give the property as a security and for the purpose alone the Sale agreement was entered with the plaintiff and there is no real intention on the part of the defendants to sell the property to the plaintiff herein, but the 1st defendant colluded with the plaintiff and as joined hand with the plaintiff and in order to enrich

unlawfully, the 1st defendant has colluded with the plaintiff and supported the case of the plaintiff herein, this court sees no merit in the plaintiff case as such the plaintiff is not entitled for relief of specific performance in this case and this issue is decided as against the plaintiff herein.

Issue No.4

18] Coming to the question of whether plaintiff entitled for alternative relief of return of Rs.10,00,000/- amount along with interest at the rate of 12% per annum from the date of agreement till the date of realisation is concerned, it is argued by the learned counsel for the plaintiff that, for purchase of the property the agreement for Sale was entered between the plaintiff and defendants. In the earlier issues it was decided that only for the purpose of the loan obtained by the 1st defendant, the Sale agreement was signed by both the defendants in favour of the plaintiff herein as such, this court is not inclined to give the relief of specific performance and at the same time the 1st defendant is borrowed Rs.10,00,000/- from the plaintiff herein and the same was not disputed by the 1st defendant and also by the 2nd defendant, what is disputed by the 2nd defendant is that, though the amount of Rs.10,00,000/- was paid to the 1st defendant he did not parted any amount to the 2nd defendant, as the 2nd defendant is no way connected with the payment of amount of Rs.10,00,000/- in this case as such, the 2nd defendant counsel, prayed for dismissal of the suit.

19] It is important to note that, both the defendants has entered into agreement

and for the loan purpose alone, the said sale agreement was entered between the plaintiff and the defendants was established. It is also admitted by both the defendants that Rs.10,00,000/- was paid by the plaintiff herein but the case of the 2nd defendant is that for the loan amount earlier obtained by the 1st defendant, the Sale agreement was entered and no amount was paid by the 1st defendant to the 2nd defendant. At the time of entering agreement, if the 1st defendant alone has taken the money, nothing prevents the 2nd defendant to decline to put up the signature in the Sale agreement. Only on the strength of the signature obtained by the 2nd defendant, the plaintiff has come forward to part money of Rs.10,00,000/- and having parted the amount of Rs.10,00,000/- by the plaintiff, to the defendants, now the 2nd defendant cannot raise a question as if he does not get any money from the 1st defendant herein. So, the parting of money Rs.10,00,000/- by the plaintiff to defendants was got established and it is the case of the 2nd defendant that, the said amount of Rs.10,00,000/- that no money was paid to him but, having put up a signature in the Ex.A.1 agreement for a sum of Rs.10,00,000/- as advance the defendants are bound to pay the loan amount to the plaintiff herein. Accordingly, the defendant 1 and 2 are directed to pay a sum of Rs.10,00,000/- along with interest at the rate of 12% per annum from the date of entering into the agreement till the date of filing the suit and future interest at the rate of 6% of per annum till the date of realisation. Accordingly, the suit is partly decreed directing the defendant 1 and 2 to pay a sum of Rs.10,00,000/- along with interest at the rate of 12 % per annum from the date of entering into the agreement till the date of filing the suit and future interest at the rate

of 6% per annum and next date of the suit till the date of registration. With respect of specific performance suit stands dismissed. with cost.

In the result, the suit is partly decreed with cost. The plaintiff is entitled for advance amount of Rs.10,00,000/- along with interest date at the rate of 12 percent per annum from the date of entering into agreement till the date of filing the suit and future interest at the rate of 6 percent per annum from the next date of filing the suit till the suit realisation from the defendants 1 and 2. With respect of Specific Performance prayer is concerned, the suit stands dismissed.

Dictated to the Stenographer, directly typed by her in computer, corrected and pronounced by me in the open court today this the 03rd day of December 2025.

Additional District Judge,
Krishnagiri.

Annexure:

Plaintiff Side Witnesses:-

PW-1	Thiru. Mani
PW-2	Thiru. Chennappan

Plaintiff Side Exhibits:-

Sl.No.	Date	Details of Documents
Ex.A1	17.02.2023	Sale agreement executed by defendants in favour of plaintiff - Original

Ex.A2	20.10.2003	Certified copy of the Sale Deed in favour of the defendants
Ex.A3	06.07.2023	Office copy of Legal notice
Ex.A4	-	Postal Acknowledgement - Original
Ex.A5	12.07.2023	Reply notice - Original
Ex.A6	17.02.2023	unregistered Sale agreement - Original

Defendant Side Witnesses:-

DW-1	Thiru. Tirupathi
DW-2	Thiru. Bolappan
DW-3	Tmt. Rani

Defendant Side Exhibits:-

Sl.No.	Date	Details of Documents
Ex.B1	20.07.2023	Encumbrance Certificate (from 01.01.1975 to 19.07.2023)

Additional District Judge,
Krishnagiri.