BEFORE THE PRINCIPAL DISTRICT COURT
VELLORE DISTRICT

Present:- Thiru. M.Elavarasan
Principal District Judge

Friday, the 05th day of June, 2026.

A.S.No. 46 of 2025
CNR.No.TNVL01-001838-2025

G. Ranganathan . . . Appellant/Plaintiff

-vs-

C. Samraj . . . Respondent/Defendant

On appeal from the judgment and decree of the Additional Subordinate Judge, Vellore in O.S.No. 344 of 2021, dated 28.02.2025.

Between

Ranganathan . . . Plaintiff

-vs-

Samraj . . . Defendant

This appeal suit was coming before me on 30.04.2026 for hearing in the presence of Thiru.G.Selvakumar, counsel for the appellant and, Thiru.J. Sridharan, counsel for the respondent and, upon hearing the arguments of both sides and, upon perusing the relevant records, this court passes the following:-

J U D G M E N T

The appeal suit is filed by the plaintiff in O.S.No.344 of 2021 filed seeking the relief of Specific Performance, as against the dismissal of the said suit by Additional Subordinate Judge's Court, Vellore dated 28.02.2025 .

2. For sake of convenience, the ranking of the parties is referred as stood before the trial court.

3. Brief facts from the plaint is as that the suit property absolutely belongs to the defendant, who acquired it through a registered sale deed dated 28.10.1993 and has been in possession ever since. The defendant entered into a registered sale agreement with the plaintiff on 17.02.2020 for a total consideration of Rs.6,50,000/-, out of which Rs.6,00,000/- was paid as advance on the same day and endorsed in the agreement. As per the terms, the plaintiff had to pay the balance of Rs.50,000/- within one year, upon which the defendant was to execute the sale deed. The plaintiff was always ready and willing to perform his part of the contract, but the defendant failed to execute the sale deed. Despite issuance of legal notice dated 24.12.2020, the defendant neither complied nor replied. Hence, the suit is filed seeking specific performance by directing the defendant to receive the balance amount and execute the sale deed.

4. Brief facts from the written statement of the defendant is as that the defendant denies the plaint averments and asserts absolute ownership over the suit property. He specifically denies execution of the alleged sale agree ment dated 17.02.2020 and the suit is filed with mala fide intention to grab the property or extract money. The defendant was a member of chit funds run by the plaintiff and had arrears. He borrowed Rs.2,00,000/- from the plaintiff and, for security, executed multiple sale agreements over time on 03.12.2014, 13.07.2015, 04.07.2018, and 17.02.2020 along with handing over original title deeds. These agreements were not genuine sale transactions but executed under coercion and for loan security purposes. No sale consideration was actually received under any of these agreements. Further, the plaintiff, along with one Asokan, manipulated documents, charged exorbitant interest, and forced execution of successive agreements while cancelling earlier ones. The defendant claims the property value exceeds Rs.50,00,000/-, making the alleged consideration false. The defendant asserts that the loan has already been discharged, the agreements are sham and nominal, and the suit is vexatious, barred by limitation, and devoid of cause of action. Hence, he seeks dismissal of the suit with costs.

5. Based on the above pleadings, the trial court framed four issues:-

1. Whether the sale agreement dated 17.02.2020 was executed towards loan security?
2. Whether the sale agreement was obtained by force?
3. Whether the plaintiff was always ready and willing to perform his part of contract?
4. Whether the plaintiff in entitled for relief of specific performance of contract as prayed for?
5. To what other relief?

6. In order to establish the case, the plaintiff examined himself as PW1 and exhibited ExA1 to Exh.A3. On the side of defendant, the defendant himself examined as DW1 and Exh.B1 to Exh.B5 were marked through DW1.

7. After hearing both sides and taking note of the facts and evidence, finally, the impugned judgment and decree was passed by the trial court by dismissing the suit for specific performance. Against which, this appeal has been filed by the plaintiff. The main grounds raised in the grounds of appeal are as that:-

- The appellant submits that the judgment and decree of the trial court are wholly erroneous, contrary to law, weight of evidence, and probabilities of the case, and therefore liable to be set aside.
- The trial court erred in dismissing the suit despite clear evidence of a registered sale agreement dated 17.02.2020, under which the respondent agreed to sell the suit property for Rs.6,50,000/- and received an advance of Rs.6,00,000/-. The execution of the agreement and receipt of advance amount were admitted by the respondent in evidence, but the trial court failed to give due weight to such admissions.
- The trial court failed to appreciate that once execution of a registered document is admitted, a presumption arises in its favour under Section 114 illustration (e) of the Indian Evidence Act. Further, in view of Section 92 of the Act, it is impermissible for the respondent to contradict the terms of the written contract by oral evidence. The court below failed to apply these settled legal principles.
- The trial court further erred in placing reliance on Ex.B1 to Ex.B5 to infer a loan transaction, when those documents themselves do not establish that the suit agreement was executed for security purpose. The reasoning of the trial court is thus based on assumptions rather than legal presumptions and evidence.
- The trial court failed to appreciate that the appellant has continuously demonstrated readiness and willingness to perform his part of the contract. The appellant issued a legal notice within

the stipulated period calling upon the respondent to execute the sale deed and also deposited the balance sale consideration before the court. These crucial aspects have been ignored by the trial court.

- ► The trial court also failed to consider that even if the transaction is construed as a loan, the appellant is at least entitled to refund of the advance amount of Rs.6,00,000/- with reasonable interest. The court below ought to have exercised its discretionary powers to grant such alternative relief, instead of dismissing the suit in entirety.
- ► The appellant therefore prays to set aside the judgment and decree of the trial court, allow the appeal, and grant the relief of specific performance or, in the alternative, refund of the advance amount with interest.

9. Heard both sides. Perused the material records. Considered the submissions raised by both sides.

10. The points arise for disposal of this appeal suit is as follows:-

1. Whether the suit sale agreement was executed as security for loan transaction or it was executed only with an intention to sell the property?
2. Whether the plaintiff is always ready and willing to perform his part of contract?
3. Whether the appeal preferred by the appellant is liable to be allowed or not? And what other relief the appellant / plaintiff is entitled?

11. Point No.1 :-

This appeal has been preferred against the decree and judgment passed in O.S. No.344 of 2021, dated 28.02.2025, on the file of the learned Additional Subordinate Judge, Vellore.

12. The learned counsel for the appellant would submit that the appellant/plaintiff filed the suit based on a valid Sale Agreement dated 17.02.2020 executed by the respondent/defendant, whereby the defendant agreed to sell the suit property for a total sale consideration of Rs.6,50,000/-. On the date of execution of the Sale Agreement, the respondent received a sum of Rs.6,00,000/- as advance from the appellant/plaintiff and agreed to execute the sale deed after receiving the balance sale consideration of Rs.50,000/- within a period of 12 months. The execution of the Sale Agreement and receipt of the advance amount have been admitted by the respondent. Therefore, the defence raised by the respondent that the Sale Agreement was executed only as security for a loan transaction is false. The respondent has not produced any document to establish that the said Sale Agreement was executed only in connection with a loan transaction. Once the execution of the Sale Agreement is admitted, the burden lies heavily upon the defendant to prove the alleged loan transaction by cogent and convincing evidence. However, the learned trial Judge has wrongly shifted the burden upon the plaintiff to prove his case. The learned counsel for the appellant would further submit that though the defendant has taken a stand that the Sale Agreement was executed only in connection with a money transaction, he has neither examined any independent witness nor produced any documentary evidence in support of the same. The plaintiff was always ready and willing to perform his part of the contract. The learned trial Judge, without properly considering the admission of execution of the Sale Agreement and the issuance of the legal notice, erroneously concluded that the plaintiff had failed to prove his case and that the suit Sale Agreement was executed only in connection with a money transaction, and consequently dismissed the suit. Since the defendant has admitted the execution of the Sale Agreement and receipt of the advance amount, the learned trial Judge ought to have decreed the suit as prayed for. Hence, the plaintiff has preferred the present appeal, and for the reasons stated above, the appeal is liable to be allowed.

13. Per contra, the learned counsel for the respondent would submit that the defendant had joined two chit groups conducted by one Ranganathan for values of Rs.50,000/- and Rs.1,00,000/- respectively and, due to financial difficulties, he could not pay the monthly instalments regularly. As a result, he became liable to pay arrears of about Rs.98,000/-. Thereafter, the defendant availed a loan of Rs.2,00,000/- and discharged the said liability to Ranganathan. To secure the said loan amount, one Asokan obtained a registered Sale Agreement from the defendant on 03.12.2014. Subsequently, Asokan calculated the loan amount together with interest and compelled the defendant to execute another Sale Agreement in favour of the plaintiff, and simultaneously cancelled the Sale Agreement standing in his own name. Thereafter, the plaintiff and the said Asokan created another Sale Agreement dated 13.07.2015 in favour of the plaintiff. In fact, there was no sale transaction between the plaintiff and the defendant, and the said document was created only to substitute the earlier agreement and secure the existing loan liability. Subsequently, the plaintiff calculated the outstanding loan amount and compelled the defendant to execute another Sale Agreement in favour of his wife

Komathi on 04.07.2018, and on the same day, the Sale Agreement executed in favour of the plaintiff was cancelled. Even at that time, there was no sale transaction between the plaintiff and the defendant. Thereafter, the plaintiff again calculated the loan amount together with exorbitant interest and compelled the defendant to execute the present Sale Agreement dated 17.02.2020 after cancelling the earlier agreement standing in the name of his wife. No sale consideration was paid under the Sale Agreement dated 17.02.2020. The defendant never executed any Sale Agreement with an intention to sell the suit property and the document was executed only as security for a money transaction. Suppressing all these facts, the plaintiff has filed the present vexatious suit. The learned trial Judge, after properly appreciating the oral and documentary evidence, rightly dismissed the suit with costs. Hence, the appeal preferred by the appellant is liable to be dismissed with exemplary costs.

14. The brief case of the plaintiff before the trial Court is that the suit property belonged to the defendant and that he entered into a registered Sale Agreement with the plaintiff on 17.02.2020 for a total sale consideration of Rs.6,50,000/-, out of which a sum of Rs.6,00,000/-

was paid as advance on the date of agreement and duly acknowledged therein. As per the terms of the agreement, the plaintiff was required to pay the balance sale consideration of Rs.50,000/- within a period of one year, upon which the defendant agreed to execute the sale deed in favour of the plaintiff. According to the plaintiff, he was always ready and willing to perform his part of the contract, but the defendant failed to execute the sale deed as agreed. Despite issuance of a legal notice dated 24.12.2020 calling upon the defendant to complete the sale transaction, the defendant neither complied with the demand nor sent any reply. Hence, the plaintiff was constrained to file the suit before the trial Court.

15. The brief case of the defendant before the trial Court is that he had joined two chit groups conducted by one Ranganathan for sums of Rs.50,000/- and Rs.1,00,000/- and, due to financial constraints, defaulted in payment of instalments and became liable for arrears of about Rs.98,000/-. Thereafter, he availed a loan of Rs.2,00,000/- and discharged the said liability, whereupon one Asokan, to secure the loan amount, obtained a registered Sale Agreement dated 03.12.2014 from him. Subsequently, by calculating the loan amount together with interest, Asokan compelled the defendant to execute further Sale Agreements, first in favour of the plaintiff and thereafter through successive documents, including agreements dated 13.07.2015 and 04.07.2018 in favour of Komathi, wife of Asokan, cancelling the earlier agreements on each occasion. Finally, by again calculating the alleged dues together with exorbitant interest, the plaintiff compelled the defendant to execute the impugned Sale Agreement dated 17.02.2020 after cancelling the previous agreement. According to the defendant, no real sale consideration passed between the parties at any point of time and none of the agreements were intended to effect a sale of the property. The documents were executed only as security for loan transactions. Hence, the defendant prayed for dismissal of the suit.

16. When the defendant has admitted the execution of the Sale Agreement dated 17.02.2020 and has taken a specific stand that the document was not intended to effect a sale and was executed only as security for a loan transaction, the burden lies heavily upon the defendant to prove the said plea. The learned trial Judge has erroneously shifted the burden upon the plaintiff and concluded that the plaintiff had failed to prove that the Sale Agreement was executed with an intention to sell the suit property. Once such a defence is raised by the defendant, it is for him to establish, through acceptable oral and documentary evidence, that the Sale Agreement was executed only as security for a money transaction.

17. Admittedly, Ex.A1 is a registered Sale Agreement. Section 92 of the Indian Evidence Act deals with the exclusion of oral evidence when the terms of a contract or disposition of property have been reduced into writing. The learned counsel for the respondent relied upon the judgment reported in 2022 (1) LW 593 in *N. Munisamy v. V. Mohan*, wherein it has been held as follows:

> ***Evidence Act , Section 92, exclusion of evidence or oral agreement – Specific Performance / sale agreement or loan***
>
> *Suit for specific performance – Document whether a sale agreement for loan – Determination of – Contrary evidence to document, if can be given – sale agreement was only a document executed in connection with the loan transaction – Respondent accepted the execution as a nominal sale agreement executed in connection with the transaction – she is entitled to give evidence against this document.*

Evidence act, Section 92, proviso, scope Specific performance/sale agreement, loan transaction

Case of appellants - defendants is that they have not executed the sale agreement with a real intention to sell the suit property and the same has been executed only for collateral purpose/security purpose in order to repay the mortgaged money.

Held: there was a loan transaction - section 92 not applicable - agreement is not a genuine one and it is not executed with an intention to sell the suit property - sale agreement has been executed only for security purpose in order to discharge the mortgaged debt.

18. Once the defendant has taken a specific stand that the Sale Agreement was executed only as security for a loan transaction, it is incumbent upon him to prove the same by adducing acceptable oral and documentary evidence. Therefore, oral evidence is admissible to establish the defence put forward by the defendant.

19. The principal contention of the appellant is that, since the defendant has admitted the execution of the Sale Agreement and receipt of the advance amount paid by the plaintiff, the burden lies upon the defendant to prove the alleged loan transaction through cogent and convincing evidence. The plaintiff has produced the original Sale Agreement dated 17.02.2020, which has been marked as Ex.A1. Though the defendant has not examined any witness other than himself, he has produced the earlier Sale Agreements alleged to have been executed between himself and Asokan, between himself and the plaintiff, and between himself and Komathi, the wife of the plaintiff. The defendant has also produced the cancellation deeds relating to the said agreements, and those documents have been marked as Exs.B1 to B5.

20. The learned counsel for the appellant would submit that the burden lies heavily upon the defendant to establish that the Sale Agreement was executed only as security for a loan transaction. In support of his contention, the learned counsel relied upon the judgment of the Hon'ble Madras High Court in *Mohanam v. Sampath*, dated 03.01.2024, wherein it has been held as follows:

> "*Once execution of sale agreement is admitted, the burden lies upon the defendant to prove the alleged loan transaction by convincing evidence*"

In **Basuvaraj /v/ Gullammal, Madras High Court Judgment dated 31.01.2024,** it has been held as below.

> *"The defendant cannot avoid the contractual obligation merely by alleging that the agreement was executed as loan security unless such plea is proved by reliable evidence"*

21. On the other hand, the learned counsel for the respondent would submit that the defendant has proved through documentary evidence that the sale agreement was executed only as security for loan transaction. To support his contention, the learned counsel for the defendant relied upon the Judgment of the Hon'ble High Court of Madras reported in **2024(4) CTC 157,** in the case between **Basuvaraj /v/ Gullamma** wherein it has been held as follows :-

> *Suit for Specific Performance - Defendant admits signature in Sale Agreement but pleads that Agreement was executed only as Security for Loan transaction - Total consideration : 55,000 - Plaintiff paid Advance of Rs.50,000 on date of Agreement itself - One year fixed for payment of balance consideration - Facts disclose that Plaintiff had wherewithal to pay entire Sale consideration on date of Sale Agreement itself - DW2- Scribe admits that Sale Agreement was intended only to be a Security - Plaintiff not entitled for Specific Performance - Decree of Trial Court dismissing Suit, justified - Decree of Appellate Court*

granting Specific Performance set aside — Second Appeal allowed.

22. The specific contention of the defendant is that he has borrowed a sum of Rs.2 Lakhs from one Ranganathan, Asokan and to safeguard his due, one Asokan obtained registered sale agreement on 03.12.2014. The said fact was not denied by the plaintiff. During the course of cross examination, the plaintiff had deposed as below.

13.07.2015 அன்று அசோகன் பெயரில் உள்ள பத்திரம் ரத்து செய்யப்பட்டு எனது பெயரில் கிரைய ஒப்பந்தம் போடப்பட்டது என்றால் சரிதான். அசோகனுக்கு கொடுக்கவேண்டிய பணத்தை நான் கொடுத்தேனா என்றால் நான் பிரதிவாதியிடம் தான் கொடுத்தேன். அவர் அசோகனுக்கு அந்த பணத்தை கொடுத்தார். 13.07.2015 அன்று பிரதிவாதி அசோகனுக்கு கடன் தீர்ப்பதற்காக 3 லட்சம் கொடுத்தேன். எனது பெயரில் பிரதிவாதி தன்னுடைய வீடு சம்பந்தமாக கிரைய ஒப்பந்தம் எழுதிக்கொடுப்பதற்காக தான் அந்த பணத்தை கொடுத்தேன்"

So, from the above evidence of PW1, it is made very clear that he has admitted that the said Asokan canceled the sale agreement executed in his name and another sale agreement was executed in favour of the plaintiff. Further, the plaintiff has admitted that he has canceled the sale agreement executed in his name and another sale agreement was executed in favour of the plaintiff. Further, the plaintiff has admitted that he has cancelled the sale agreement dated 13.07.2015 by the defendant and executed another sale agreement in favour of his wife on 04.07.2018. Further, PW1 during the cross examination has deposed as follows :-

> "கோமதி என்பவர் என் மனைவி தான். 04.07.2018 அன்று மேற்படி ஒப்பந்தத்தை ரத்து செய்துவிட்டு என் மனைவி கோமதி பெயரில் புது ஒப்பந்தம் போடப்பட்டது என்றால் சரிதான். என்னிடம் காட்டப்படும் 04.07.2018 தேதியிட்ட விக்கிரைய ஒப்பந்த ரத்து பத்திரத்தில் உள்ள முதல் கையெழுத்து என்னுடையது தான். 17.02.2020 அன்று என் மனைவியின் பெயரில் போடப்பட்ட ஒப்பந்தம் ரத்து செய்யப்பட்டு இந்த வழக்கில˚ சொல்லப்பட்டு கிரைய ஒப்பந்தம˚ பிரதிவாதியுடன் போடப்பட்டது என்றால் சரிதான்"

23. Thus, the plaintiff has admitted the averments made in the written statement regarding the execution of sale agreements in favour of Asokan, Komathi, and the plaintiff himself. Of course, it is true that the plaintiff has not admitted the defendant's contention that the said sale agreements were executed only as security for loan transactions. The plaintiff has not pleaded in the plaint about the earlier sale agreements alleged to have been executed by the defendant in favour of Asokan, Komathi, and the plaintiff. Therefore, it is evident that the plaintiff has suppressed material facts while instituting the suit. Further, the plaintiff has not explained as to why the sale agreement standing in the name of his wife was cancelled and a fresh sale agreement was executed in his favour. A perusal of the cancellation deeds relating to the sale agreements dated 13.07.2015, 04.07.2018, and 17.02.2020 reveals that there is no recital regarding repayment or adjustment of the advance amounts allegedly paid under the earlier agreements. The plaintiff has also not pleaded whether the advance amounts alleged to have been paid by Asokan, Komathi, and himself were repaid or adjusted by the defendant. These material facts have been suppressed by the plaintiff. Therefore, from the conduct of the plaintiff and from Exs.B1 to B5, it is clear that the suit sale agreement was executed only in connection with a money transaction. Admittedly, the plaintiff and the defendant had earlier entered into a sale agreement in respect of the suit property on 13.07.2015. However, the plaintiff did not initiate any legal proceedings based on the said agreement and subsequently cancelled the same on 04.07.2018. If really there had been a genuine agreement of sale and not a money transaction, the plaintiff would not have cancelled the earlier sale agreement and caused another agreement to be executed in favour of his wife.

24. Thereafter, the plaintiff cancelled the sale agreement executed in favour of his wife and entered into the suit sale agreement on 17.02.2020. The cancellation of the earlier agreement and execution of the present agreement took place on the same day. There is no acceptable explanation from the plaintiff as to why the agreement standing in the name of his wife was cancelled and a fresh agreement was executed in his favour. The conduct of the plaintiff clearly establishes that the suit sale agreement was executed only as security for a money transaction and not with an intention to effect a sale of the suit property. The learned trial Judge, after considering the oral and documentary evidence in proper perspective, rightly concluded that the suit sale agreement was executed only as security for a loan transaction. Thus, Point No.1 is answered accordingly.

25. Points Nos.2 and 3 :-

So far as Points Nos.2 and 3 are concerned, the plaintiff has pleaded in the plaint that he was always ready and willing to perform his part of the contract. However, under Point No.1, this Court has already held that the suit sale agreement was executed only as security for a money transaction and not with an intention to sell the suit property. Therefore, the question of readiness and willingness does not arise for consideration. Accordingly, Point No.2 is answered.

26. As far as Point No.3 is concerned, the defendant has taken a specific stand in the written statement that he received a sum of Rs.6,00,000/- and that a sum of Rs.2,92,000/- remained due and payable. Though the defendant has taken such a stand, he has not produced any documentary evidence to establish that the said amount of Rs.2,92,000/- was repaid either to Ranganathan or to the plaintiff. Further, there is no satisfactory explanation as to why, if a substantial amount of Rs.6,00,000/- had already been paid, the agreement stipulated a period of one year for payment of the balance sale consideration and execution of the sale deed. These circumstances create a serious doubt regarding the recitals contained in the suit sale agreement. On this ground also, the plaintiff is not entitled to the relief of specific performance.

At the same time, the plaintiff has produced the original sale agreement and this Court has already held that the suit sale agreement was executed only as security for a money transaction. The defendant has admitted the receipt of money and has also admitted that the liability has not been discharged. If the actual liability was only Rs.2,00,000/-, there was no necessity for executing a sale agreement showing a consideration of Rs.6,50,000/-. Though it is true that under Section 22 of the Specific Relief Act the plaintiff ought to have specifically sought the relief of refund of the advance amount and paid the requisite court fee, no such relief has been sought in the plaint.

27. Further, this Court has already held that the suit sale agreement was not intended to effect a genuine sale transaction but was executed only as security for a money transaction between the parties. Therefore, the relief of specific performance sought by the plaintiff cannot be granted. However, from the pleadings and evidence on record, particularly the admission made by the defendant regarding receipt of Rs.6,00,000/- and the subsisting liability payable by him, it is evident that the defendant is liable to repay the said amount. Though the plaintiff has not specifically sought the relief of refund of the advance amount and has not paid court fee therefor, this Court, in exercise of its equitable appellate jurisdiction, is empowered to mould the relief in appropriate circumstances so as to avoid multiplicity of proceedings and render complete justice between the parties.

28. Further, the conduct of both parties before and after the execution of the successive sale agreements assumes significance. The materials available on record clearly disclose that several sale agreements and cancellation deeds were executed between the parties and their close associates from time to time. The plaintiff has not offered any satisfactory explanation as to why the earlier sale agreements were repeatedly cancelled and fresh agreements were executed either in his favour or in favour of his wife. Likewise, the defendant, while admitting execution of the agreements and receipt of money, has failed to establish repayment or discharge of the admitted liability through acceptable documentary evidence. The conduct of the parties, particularly the repeated execution and cancellation of sale agreements without any corresponding transfer of possession or steps towards completion of the sale, probabilises the defence version that the documents were intended only as security for monetary transactions. At the same time, the said conduct also clearly establishes the existence of monetary dealings between the parties and the liability arising therefrom.

29. It is pertinent to note that the defendant himself has admitted the monetary transaction and has failed to establish discharge of the liability. At the same time, this Court has already found that the transaction between the parties was essentially a money transaction and not a genuine agreement for sale of the suit property. Therefore, while the plaintiff is not entitled to the discretionary relief of specific performance, he cannot be denied recovery of the amount admittedly due from the defendant.

30. Accordingly, in the interest of justice, equity, and good conscience, this Court is inclined to mould the relief by directing the defendant to repay a sum of Rs.6,00,000/- to the plaintiff together with interest at the rate of 6% per annum from the date of the suit sale agreement, namely 17.02.2020, till the date of realization. The plaintiff is also entitled to proportionate costs. Consequently, the findings of the trial Court are modified to the extent indicated above, while confirming the dismissal of the relief of specific performance. Thus, Point No.3 is answered accordingly.

In the result,

(i) the Appeal Suit is partly allowed.

(ii) The decree and judgment dated 28.02.2025 passed in O.S.No.344 of 2021 on the file of the learned Additional Subordinate Judge, Vellore, are hereby set aside;

(iii) The relief of specific performance sought for by the plaintiff in respect of the suit sale agreement dated 17.02.2020 is hereby rejected.

(iv) **T**he respondent / defendant is directed to pay a sum of Rs.6,00,000/- (Rupees Six Lakhs only) to the appellant / plaintiff together with interest at the rate of 6% per annum from 03.12.2014 till the date of realization in full

(v) That the plaintiff is entitled for cost of litigation expenses of both the suit and appeal from the defendant.

Dictated to the Steno-typist, transcribed and computerized by him, corrected and pronounced by me in the Open Court, on this day the 05th day of June, 2026.

ELAVARASAN
Digitally signed by ELAVARASAN
Date: 2026.06.05 16:55:00 +0530

Principal District Judge
Vellore District

To

The Additional Subordinate Judge,
Vellore.