



IN THE COURT OF SUBORDINATE JUDGE, DHARAPURAM.

Present: Thiru.K. Sakthivel, M.A., LL.M.,

Subordinate Judge, Dharapuram

Friday, the 23rd day of August, 2024

O.S. No. 406 of 2023

Kavitha Loganathan

... Plaintiff

Vs.

Nattudurai

... Defendant

The suit having been heard in the presence of Thiru.Mohammed Hussain, Counsel for the Plaintiff and the defendant having remained *exparte*, and upon hearing the Counsel for the Plaintiff and the matter having stood over for my consideration till this day, I delivered the following

J U D G M E N T

The plaintiff have filed the suit for specific performance of the sale agreement dated 16.12.2013.

2. The Crux of the plaint is as follows :

(a) The defendant agreed to execute a sale deed in favour of the plaintiff's father Govindasamy and executed a Registered sale agreement on 16.12.2013 for a sale consideration of Rs.4,00,000/- by paying an advance a sum of Rs.3,00,000/- and agreed to complete the sale on payment of the balance sale consideration. The defendant did not execute the sale deed as agreed though the plaintiff's father was ready and willing to perform his



part. While so, the plaintiff's father issued a notice dated 22.02.2023 to the defendant to execute the sale deed and receiving the balance sale consideration but it was not received by the defendant. However, the Defendant did not execute the sale deed.

(b) The plaintiff's father Govindaswamy died on 30.12.2020, the plaintiff of this case, his sole heir, contacted the defendant several times and whenever he asked the defendant to make a purchase, he has been conciliatory to the plaintiff. Also, in January 2023, when the plaintiff went to the Registrar office and invited the defendant to make a purchase, the defendant refused to come to make a purchase because it was Pongal. Finally, the period for filing the suit expired when the plaintiff asked the defendant to pay as per the agreement made by the defendant to the plaintiff's father. Hence, the suit.

3. The defendant remained exparte.

5. On the side of the plaintiff, the plaintiff was examined as PW1 and Ex.A1 and A8 were marked and one Dhandapani was examined as PW2 and Ex.A9 is marked.

6. I have heard the learned Counsel for the Plaintiff and perused the records. The present suit is filed for specific performance of the sale agreement dated 16.12.2013. It was an registered agreement marked as Ex.A1. According to the Ex.A1 sale agreement,



7. The Plaintiff issued a notice on 22.02.2023, which was received by the defendant. However, the defendant did not reply nor did he repay. and the advance amount of Rs. 3,00,000/- has been paid on the date of agreement. There is a balance of Rs. 1,00,000/- to be paid by the Plaintiff. Therefore, there is no delay or laches on the part of the Plaintiff. The averments of the Plaintiff and the evidence of the PW1 and PW2 remained unchallenged and undisputed. I do not find any embargo in ordering specific performance of contract. Accordingly, the point is answered.

8. Result:

In the result,

- (a) the suit is decreed as prayed for with costs;
- (b) The Plaintiff is directed to deposit the balance sale consideration of Rs.1,00,000/- with the Court within two months, if not deposited earlier;
- (c) The Defendant is directed to execute a sale deed in favour of the plaintiff within two months after the balance consideration being deposited; and
- (d) If the Defendant did not execute the sale deed as ordered in clause (c), the Plaintiff shall take appropriate steps in the manner known to Law.



(e) If the defendant failed to deposit the balance sale consideration within two months, the plaintiff shall get back the advance amount paid to the defendant Rs. 3,00,000/- with interest at the rate of 6% per annum from the date of the agreement till realization and till then, there shall be charge over the suit property.

(f) It is made clear that the failure in compliance of clause (a) would deem that such right of specific performance has been forfeited and the Plaintiff cannot seek for its enforcement with delay in any event.

Dictated to Typist, Computerized by him directly and corrected by me and pronounced by me in the Open Court on this the 23rd day of August, 2024.

Sd-K.Sakthivel
Subordinate Judge,
Dharapuram.

APPENDIX

Plaintiff's side Witnesses:-

1. PW1 - Kavitha Loganathan (Plaintiff)
2. PW2 - Dhandapani

Plaintiff's Side Exhibits:-

1.	16.12.2013	:	Registered Sale Agreement - Original
2.	09.01.2021	:	Copy of Death Certificate of the plaintiff's father
3.	21.02.2021	:	Copy of Legalheirship Certificate
4.	22.02.2023	:	Legal notice
5.	24.02.2023	:	Acknowledgment Card
6.	-----	:	Copy of Aadhar card of the Plaintiff



7.	-----	:	927203 and 927204 in his bank account number of 10012469827 of respondent pallavan Grama Bank signed in uncompleted checks-2
8.	-----	:	Check No.502761 and 502762 in Bank Account No.1361000100095899 held by the respondent in the name of his wife in the Punjab National Bank and unsigned checks-2
9.	----	:	Copy of Aadhar card of the Dhandapani PW2

Sd-K.Sakthivel
Subordinate Judge,
Dharapuram.