



S.A.No.764 of 2009

C.V.KARTHIKEYAN, J.

WEB COPY

The Second Appeal has not yet been admitted. The defendant is the appellant. The suit had been filed seeking specific performance of an agreement. The suit had been decreed and the appeal suit filed had been dismissed.

2. It is the contention raised by the learned counsel for the defendant / appellant that there was no intention to act upon the agreement, but that it was a loan document given as a security for the amount borrowed. Both the Courts below had however found that the agreement is valid and enforceable. The learned counsel further raised an issue that the issue of readiness and willingness has not been framed to be decided separately by the Trial Court. The balance sale consideration was a negligible portion of the total sale consideration and it is further contended that the respondent / plaintiff had not come forward to pay the balance sale consideration for the considerable period of time. Therefore, it is insisted that it was only a security for loan amount and there was no intention to enforce the agreement.



C.V.KARTHIKEYAN, J.

WEB COPY

gsk

3. However, that should have been an issue raised before the First Appellate Court urging the Court to remand the matter back to the Trial Court to try the issue of readiness and willingness. The learned counsels for both side shall examine the principle of equity and come up with the instructions forwarded by their clients.

4. List the matter on 24.07.2025.

26.06.2025

gsk

S.A.No.764 of 2009