



WEB COPY

CS No. 76 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2026

CORAM

THE HON'BLE DR.JUSTICE A.D.MARIA CLETE

CS No. 76 of 2024

1. P.Kandasamy Pandian and another
S/o.Ponnambalam Both at No.1/762, Muthamil
Nagar, Kodungaiyur, Chennai 600 118.
2. K.Jagathiswaran
S/o.P.Kandasamy

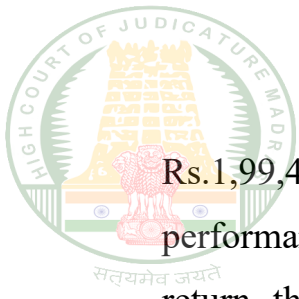
..Plaintiff(s)

Vs

1. Dr.K.Mahaboob Babu and 2 others
S/o.Kather Batcha, Both at No.145/B4,
Papanasam Main Road, Vikramasingapuram,
Ambasamuthiram Taluk, Tiruvelveli 627 425.
2. Mrs.M.Asma Babu
W/o.Dr.K.Mahaboob Babu
3. Mr.S.A.Kannan
S/o.Subbiah Annamalai Moopnar, No.17-A,
Pudugramam Street, Ambasamuthiram,
Tirunelveli 627 401., Having office at
No.157/B, Pudugramam Street,
Ambasamuthiram, Tirunelveli 627 401.

..Defendant(s)

Prayer : Suit filed for a) Directing the 3rd defendant to specifically perform his part of obligation arising out of the Oral Agreement of Sale dt. 18.01.2023 for execution of the deed of sale for Rs. 2.60,00,000/- confirmed on various dates retrospective and on subsequent dates in favour of the plaintiffs or their nominee or nominees in respect of the plaint schedule property after deducting Rs.60,51,600/- which was already received as Advance and on receipt



Rs.1,99,48,400/- on the day to be fixed by this Honble court and direct performance of such acts which are incidental thereto or in the alternative to return the advance amount of Rs.60,51,600/- b) for Permanent injunction restraining the 3rd defendant, his agents, servants or anyone claiming through him from alienating the suit property to any third parties except to the plaintiff. c) For Permanent injunction restraining the 3rd defendant, his agents, servants, or anyone claiming through him from in anyway interfering with the plaintiffs possession of the suit property except by due process of law.

For Plaintiff(s): Mr.M.Kamalakannan

For Defendant(s): Mr.M. Vijaya Mehanath – D1 & D2

Mr.Soundara Pandiya Raja - D3

ORDER

Upon perusal of the pleadings, documents and rival contentions of the parties, this Court finds that the following issues arise for determination in the suit:

1. Whether the oral agreement of sale alleged to have been entered into between the plaintiffs and the 3rd defendant is true, valid and enforceable in law?

2. Whether the plaintiffs paid a sum of Rs.60,51,600/- to defendants 1 and 2 as rental advance and whether the said amount was subsequently agreed to be adjusted towards the sale consideration of the suit property?



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3. Whether the plaintiffs paid only a sum of Rs.22,00,000/- as refundable rental advance to defendants 1 and 2, as contended by the defendants?

4. Whether the plaintiffs have always been ready and willing to perform their part of the alleged contract of sale?

5. Whether the plaintiffs are entitled to a decree for specific performance of the alleged agreement of sale?

6. In the alternative, whether the plaintiffs are entitled to recovery/refund of any amount from the defendants, and if so, to what amount?

7. To what other reliefs, if any, are the plaintiffs entitled?

2. The parties are directed to file their respective lists of witnesses and documents within a period of two weeks from the date of this order. Thereafter, the Registry is directed to post the matter before the learned Additional Master No.I for recording of evidence on 23.07.2026.

24-06-2026

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DR.A.D.MARIA CLETE, J.

VRC

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