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AS No. 153 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 09.03.2026

PRONOUNCED ON : 20.04.2026

CORAM

THE HON'BLE MR JUSTICE C.V. KARTHIKEYAN

AND

THE HON'BLE MR.JUSTICE K.RAJASEKAR

**AS No. 153 of 2014 and
CMP No.28262 of 2025**

V. Thiagarajan

..Appellant(s)

Vs

1. K. Paramasivam
2. P. Bhuvaneswari
3. R. Manickam
4. B. Balasubramaniam
5. P. Jayakumar (died)
6. P. Geetha
7. T.K.N. Masilamani
8. G. Venkatesan
9. M. Maragathavalli
- 10.P. Sivalingam
- 11.K. Sakthivel
- 12.R. Ramesh
- 13.A. Sakthivel



14. Priya

15. Master Sachin

Represented By Natural Guardian Mother
(14th Respondent) Priya

(R5 Died, R14 And 15 are Brought On Record
As Lrs Of Deceased 5th Respondent Viz.,
P.Jayakumar, Vide Order Of Court Dated
20/03/2023 Made In CMP.No.16359/2022 In
AS.No.153/2014)

16. M/s. Annapoorani Shanmugasundram

Construction (p) Ltd.,
Rep. by its Managing Director, NH 47,
Sankari Main Road, Ariyanoor,
Salem -636 308.

17. V. Nihal Chand

18. V. Dhinesh Kumar

19. M/s. Mahalakshmi Media (p) Ltd.,

Rep. by its Managing Director, Old No.194,
New No.216, Rayapettah, Bharathi Salai,
Chennai -600 014.

(R16 to R19 are impleaded as party respondents
vide court order dated 15.12.2025 made in
CMP.No.28266/2025 in AS.No.153/2014)

..Respondent(s)

PRAYER: Appeal filed under Section 96 of the Code of Civil Procedure to set aside the judgment and decree dated 21.12.2012 passed in OS No.231 of 2008 by the II Additional District Judge, Salem insofar as rejection of a part of the suit prayer.

For Appellant(s):

Mr. R. Parthasarathy (Senior Advocate)
for Ms.S.Rekha

For Respondent(s):

Mr. Prasanth Narayanan for R17 & R18
No appearance – R1 to R16 & R19



JUDGMENT

(Judgment of the Court was delivered by C.V.Karthikeyan J.)

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The plaintiff in O.S.No.231 of 2008, on the file of the II Additional District Court at Salem aggrieved by that portion of the judgment, wherein, the relief of specific performance was not granted as against the fifth and sixth defendants has filed the present appeal.

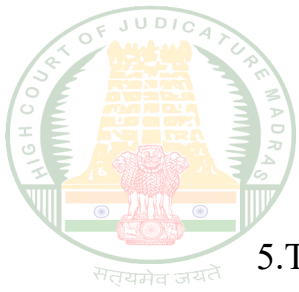
2.The suit in O.S. No.231 of 2008 had been filed by the plaintiff/appellant herein, V.Thiagarajan seeking a judgment and decree of specific performance against the 1-6 defendants by directing them to execute a sale deed after making provisions to discharge the encumbrance of the 7-9 defendants over the suit properties, failing which, for the Court to execute the sale deed on behalf of the 1-6 defendants and for permanent injunction restraining the 1-6 defendants from creating or registering any deed in respect of the suit property with respect to third parties and for costs of the suit.

3.In the plaint, it had been contended that the plaintiff V.Thiagarajan and the first and second defendants, K.Paramasivam, P.Bhuvaneswari and one Rangasamy, son of Kandasamy of Kandarkulamanickam Village had entered into an agreement of sale for the sale of the properties morefully described to the schedule to the plaint at Rs.3,11,000/- per acre. The terms and conditions of



the agreement were reduced into writing on 06.09.2006. It was stated that the first and the second defendants and the said Rangasamy received a sum of Rs.1,00,000/- as advance from the representative of the plaintiff, Valliappa Chettiar. The agreement of sale was signed by the said Valliappa Chettiar on behalf of the plaintiff and by the first and second defendants and by the said Rangasamy. Rangasamy was the elder brother of the first defendant. The said property had fallen into the share of the first defendant and the said Rangasamy, under a compromise decree in a suit for partition in O.S.No.805 of 1992. The other properties under the agreement were also purchased by the second defendant. It was also agreed by the parties that the sale deed would be executed along with the legal heirs in favour of the plaintiff after receipt of the balance sale consideration on or before 31.10.2006. The first and the second defendants and the said Rangasamy had also agreed to discharge and clear all loans and encumbrances over the suit properties before executing the sale deed.

4.It was also contended that the first and second defendants and Rangasamy received an additional part sale consideration of Rs.2,50,000/- in cash on 01.11.2006. They also made entries in the agreement of sale on 21.09.2006 and on 01.11.2006. The time for executing the sale deed was extended till 31.01.2007. It was contended that efforts were taken by them to clear the existing debts. The plaintiff claimed that he was always ready and willing to perform his part of the agreement.



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5. Thereafter, the first and second defendants and Rangasamy received a further advance of Rs.50,000/- on 06.12.2006 and a further sum of Rs.10,00,000/- by demand draft on 08.12.2006 towards the part repayment of the existing loan and to settle Indian Overseas Bank which had initiated steps under the SARFAESI Act to recover dues from the fifth defendant. Necessary endorsements were also made in the agreement of sale. A further advance of Rs.5,00,000/- had been paid by demand draft on 28.12.2006 to meet out the payment to the Indian Overseas Bank. It was contended that yet another advance of Rs.8,00,000/- was received on 05.01.2007 which entry was also made in the agreement of sale. It was therefore contended that the first and second defendants and Rangasamy had received a total sum of Rs.32,00,000/- towards the sale consideration and had undertaken to execute the sale deed in favour of the plaintiff along with their sons and daughters.

6. The plaintiff then issued a notice on 27.01.2007, calling upon them to execute the registered sale deed on 31.01.2007. It was also contended that that a reply was issued raising false contentions. The plaintiff claims to have waited for the defendants at the Sub Registrar's Office on 31.01.2007. In the reply notice, the first and second defendants and Rangasamy denied the sale agreement. They sought for a copy of the agreement. Thereafter, they sent a further reply on 14.02.2007 once again denying the existence of the agreement



and setting up a contention of loan transactions owing to which, they had signed in blank stamp papers towards security for the repayment of the loan. It was further contended that K.Rangasamy died intestate leaving behind the third and fourth respondents as his legal representatives. The fifth and sixth defendants were the son and daughter of the first and second defendants.

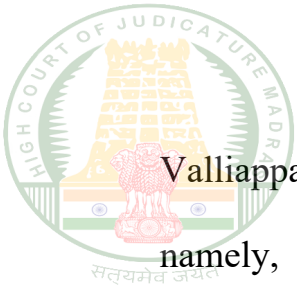
7.It was further stated in the plaint that the fourth defendant sent an Advocate notice on 13.02.2007 claiming $\frac{1}{2}$ share in the suit property along with the sixth defendant and stating that he was not connected with the agreement of sale. The plaintiff issued a reply reiterating the facts. The seventh defendant then caused a public notice to be issued in the Daily Thanthi Newspaper on 23.12.2006 inviting claims from the general public over the suit properties. It was stated that the seventh defendant had a claim for recovery of money under a promissory note and had also obtained a decree against the first defendant in O.S.No.157 of 2004, on the file of the Fast Track Court, which suit had been filed seeking recovery of a sum of Rs.5,74,000/- together with subsequent interest. Thereafter, the eighth defendant also raised a claim under a mortgage deed. The ninth defendant claimed to be a creditor of the family of the first defendant and filed a civil suit on the file of the Principal District Court at Erode and a decree was also passed for a sum of Rs.6,33,555/-. The suit property was also attached for enforcement of the decree. The plaintiff had also filed an objection petition before the Sub Registrar, Magudanchavadi on



09.02.2007 preventing the defendants from entering into any agreement. It was also contended that the 10-12 defendants were subsequent purchasers of the suit properties. It was under those circumstances, that the suit had been filed seeking specific performance of the agreement of sale dated 06.09.2006.

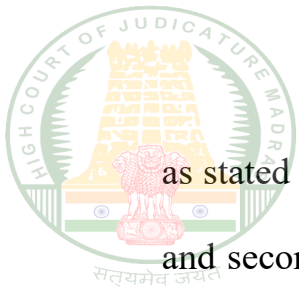
8.The first defendant filed a written statement which was adopted by the second defendant. In his written statement, he stated that he and the third defendant Rangasamy were brothers and further contended that the fifth and sixth defendants were not parties to the agreement of sale. They did not receive any consideration towards the sale of the land. It was further contended that there was no privity of contract between the third and fourth defendants and the plaintiff or his father. It was therefore contended that the suit should be dismissed against the third and fourth defendants. It was contended that these defendants got divided by an oral partition on 15.12.2007. It was contended that the 2-4 defendants had entered into an agreement of sale on 16.02.2007 to sell their property to one A.Sakthivel for Rs.54,69,000/- and had received an advance of Rs.20,00,000/- and Rs.5,00,000/- and had also put him in possession. It was contended that there was no cause of action against the sixth defendant and that the suit should be dismissed.

9.The fifth defendant filed a separate written statement stating that the plaintiff had not signed the agreement of sale dated 06.09.2006 and that one



Valliappan had signed the sale agreement. It was also stated that this defendant, namely, the fifth defendant had also not signed the agreement nor in the endorsement made for alleged receipt of advance sale consideration. The defendant disclaimed all knowledge about the agreement. Even the advance sale consideration was not paid to this defendant. It was contended that this defendant and his sister/sixth defendant were each entitled to an undivided 1/3rd share in the properties of their father. It was further contended that these defendants and the third and the fourth defendants had entered into an agreement of sale with one A.Sakthivel and had received an advance of Rs.20,00,000/- and Rs.5,00,000/- towards the total sale consideration of Rs.54,69,000/- and had also put the said Sakthivel in possession. It was contended that the suit against this defendant was not maintainable. It was therefore claimed that the suit should be dismissed.

10.The seventh defendant filed a written statement which was adopted by the ninth defendant. In the said written statement, it had been contended that the agreement of sale dated 06.09.2006 was not binding on the seventh and ninth defendants. It was further contended that there was no privity of contract between the plaintiff and these defendants. They were not aware of the loan obtained by the first, second, fifth and sixth defendants. They were also not aware about the advance sale consideration received by the other defendants. They further claimed that they were not liable to make any payment to the bank



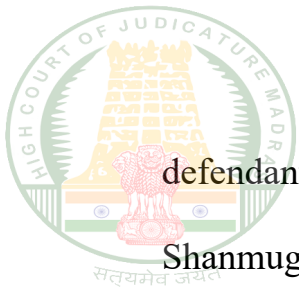
as stated in the plaint. They alleged collusion between the plaintiff and the first and second defendants. They also stated that the plaintiff was never ready and willing to perform his part of the agreement. They also sought dismissal of the suit.

11.The tenth defendant filed a written statement again disputing the agreement of sale said to have been entered into by the plaintiff with the first and second defendants and one Rangasamy. It had been further stated that this defendant was the purchaser of three acres of land in S.No.141/5, 80-1/2 cents in S.No.141/1, 16-1/2 cents of land in S.No.141/2 and 2.55 acres in S.No.140/1 totally 6.52 acres of land each with specified four boundaries along with a Well in S.No.141/5 of Kandarkula Manickam Village of Sankari Taluk for valuable consideration. These properties are part of the suit property. The defendant had purchased the said land from the sixth defendant through her power of attorney, the second defendant on 02.03.2009 before the filing of the suit under a registered sale deed. The survey numbers were wrongly given in the sale deed and therefore, a rectification deed was also registered in the Sub Registrar's office at Magudanchavadi. It had also been stated that the vendor had obtained title by inheritance. It had been further stated that this defendant had sold the properties purchased along with other properties in the same village to one Annapoorani Shanmugasundaram Constructions Private Limited, by way of a registered sale deed dated 26.10.2009 registered at the Sub Registrar office at Magudanchavadi and the Company had been put in possession and enjoyment



of the said land. It had been stated that these facts were known to the plaintiff and still he had not impleaded the said Company as a party to the suit. The defendant stated that the agreement on the basis of which the plaintiff had filed the suit was a false and fabricated agreement. It was therefore urged that the suit should be dismissed as against this defendant.

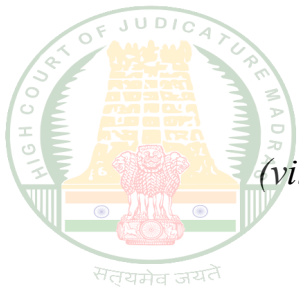
12.The thirteenth defendant filed a written statement questioning and disputing the agreement of sale dated 06.09.2006 relied on by the plaintiff. All the averments in the plaint were denied. It had been stated that this defendant had purchased 50 cents of land in S.No.140/1, 1.75 acres of land in S.No.140/2, totally 2.25 acres of land with specified four boundaries in Kandarkular Manickam village at Sankari Taluk for valuable consideration from the third and fourth defendants on 16.07.2009 under a document registered in the office of the Sub Registrar, Magudanchavadi. It had been further stated that the defendant had also purchased 8.12 ½ acres of land from the first and second defendants for valid consideration again under a registered sale deed dated 16.07.2009 registered in the office of the Sub Registrar, Magudanchavadi. It had been stated that the vendors, namely, the first, second, third and fourth defendants had derived the properties under a compromise decree in O.S. No.805 of 1982 in the Sub Court, Salem. They had sold the land for urgent family needs. The vendors of the defendants had also sold the other portions of the land of the property to the 10-12 defendants. It was stated that this



defendant had sold the land purchased by him to Annapoorani Shanmugasundaram Constructions Private Limited by a registered sale deed dated 26.10.2009. This defendant stated that the plaintiff had not impleaded the subsequent purchaser as a party to the suit. It had been contended that the 1-5 defendants had sold the properties and discharged their debts to third parties and this defendant had actually paid a sum of Rs.54,69,000/- towards purchase of the properties. It was therefore contended that the plaintiff had not come to the Court with correct facts. It was therefore contended that the suit should be dismissed.

13. On the basis of the above pleadings, the learned Trial Judge had framed the following issues:

- (i) *Whether the plaintiff, defendants 1 and 2 and Rangasamy entered into a sale agreement in respect of the suit properties?*
- (ii) *Whether the plaintiff paid a sum of Rs.32,00,000/- towards the sale consideration on various dates?*
- (iii) *Whether the suit properties are the ancestral properties of the defendants and the sale agreement will not bind the legal heirs of defendants 1 and 2?*
- (iv) *Whether the sale agreement will bind the defendants 3,4 and 5,6?*
- (v) *Whether the defendants 7 to 9 are necessary parties to this suit?*
- (vi) *Whether the plaintiff was ready and willing to perform his part of the contract?*



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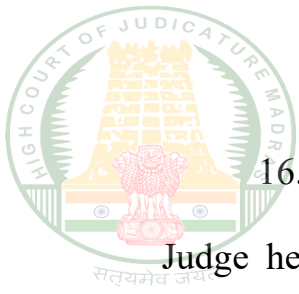
(vii) *Whether the plaintiff is entitled for the relief of specific performance after making provision to discharge the encumbrances of the defendants 7 to 9?*

(viii) *Whether the plaintiff is entitled for the relief of permanent injunction prayed for?*

(ix) *To what relief, if any the plaintiff is entitled?*

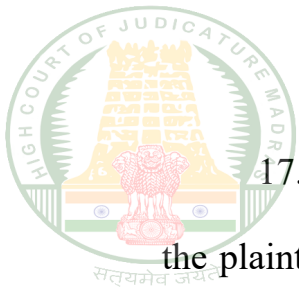
14. During trial, on the side of the plaintiff, the father of the plaintiff C.Valliappa was examined as PW1 and the plaintiff was examined as PW2. One further witness was examined as PW3. The plaintiff marked Exs.A1 to A23. Ex.A1 was the agreement of sale dated 06.09.2006. Exs.A2 to A8 were endorsements made for the receipt of further advance sale consideration in Ex.A1. Exs.A9, A10, A11, A13, A14 & A15 were notices exchanged between the parties. The communications sent by the Indian Overseas Bank to the fifth defendant were marked as Exs.A16 and A17. The sale deed in favour of the tenth defendant was marked as Ex.A23.

15. On the side of the defendants, the first defendant, the fourth defendant and the tenth defendant were examined as DW1, DW2 and DW3 respectively. They however did not mark any documents.



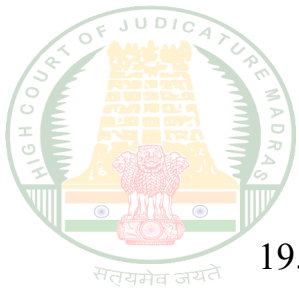
16. On the basis of the oral and documentary evidence, the learned Trial Judge held with respect to the issue Nos.1 to 4 which revolved around the agreement of sale dated 06.09.2006 and whether the suit properties were ancestral properties and will bind the legal representatives of the first and second defendants and will bind the third, fourth, fifth and sixth defendants, that the agreement under Ex.A1 dated 06.09.2006 had been entered into by the plaintiff and the first and second defendants and Rangasamy. It had been provided in the agreement that the suit properties belonged to Rangasamy and the first defendant who were both brothers and who had been allotted the properties in O.S.No.805 of 1992 and belonged to the second defendant through purchase. The sale price had been determined at Rs.3,11,000/- per acre. A sum of Rs.1,00,000/- had been paid as advance. Thereafter, there were further advances paid of Rs.5,00,000/- and Rs.2,50,000/- and Rs.50,000/- and a sum of Rs.10,00,000/- and a further sum of Rs.5,00,000/- and a sum of Rs.8,00,000/-. Endorsement in this regard in Ex.A1 had been marked as Exs.A2 to A8. It had therefore been found that the plaintiff had paid a total sum of Rs.32,00,000/- as advance sale consideration. It was also found that the plaintiff had issued a notice under Ex.A9, calling upon the said first and second defendants and Rangasamy to execute the sale deed. Further notices were exchanged between the parties. It was noted that the defendants had various loans which had to be settled before they could effectively execute the sale deed.

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17. It was also noted that Ex.A1 agreement of sale had not been signed by the plaintiff, but by his father and there was no recital in Ex.A1 that his father was a representative of the plaintiff and had signed Ex.A1 in that capacity. However, the learned Trial Judge held that the agreement of sale can be enforced. It had been signed by the vendors and delivered to the purchasers and had been accepted. It was therefore held that agreement of sale is enforceable against the signatories of the agreement. It was also noted that PW1, PW2 and PW3 had clearly spoken about the execution of Ex.A1 agreement of sale and the endorsements in Exs.A2 to A8. It was also found that while making endorsements, they had also affixed their thumb impressions.

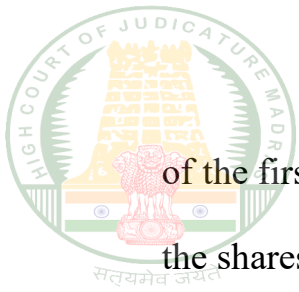
18. It was also noted that DW1 K.Paramasivam first defendant was an Advocate and knew the legal consequences of signing papers and documents. Therefore, the contentions of the first defendant that he had signed blank papers were rejected by the Trial Court. It was also noted that it was not open to DW1 to question the endorsements. It was also further noted that DW3 was not a party to the agreement of sale. He had however purchased the suit properties after the institution of the suit. He had initiated steps to settle the loans of the first and second defendants by selling the suit properties to third parties disregarding the pendency of the suit.



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19.It was held that Ex.A1 agreement to sale was true and valid and supported by consideration as shown by the endorsements in Exs.A2 to A8. The total extent of the suit properties was 23 acres and 81 cents. It was also noted that though the total area was not shown, it was evident from the description of the agreement. It was also reiterated that the agreement was binding on the signatories to the agreement.

20.It was however found that in Ex.A1 the first defendant and the deceased Rangasamy who had both signed the agreement did not do so as Karta of the joint family. There was no recital that there were existing debts making it necessary for them to enter into the agreement of sale for family necessity. It was also found that as seen from Ex.A20, decree in O.S.No.805 of 1992, properties were allotted to each one of the defendants and admittedly, the 3-6 defendants were not parties to the agreement of sale. It was therefore held that the agreement of sale could not be enforced against the share of the 3-6 defendants. It was held therefore that the agreement could be enforced only in respect of $\frac{1}{2}$ share of the first defendant in A schedule property, $\frac{1}{3}^{\text{rd}}$ share of the deceased Rangasamy in B schedule property and the property purchased by the second defendant. It had been stated that the agreement cannot be enforced against the other sharers of the property which fell to the 3-6 defendants. In view of these reasons, the suit was partly decreed only with respect to the shares



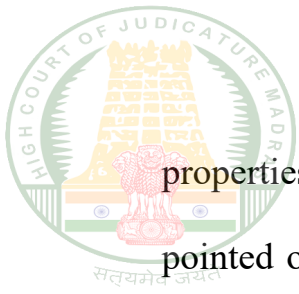
of the first and second defendants and Rangasamy and dismissed with respect to the shares of the 3-6 defendants.

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21.Questioning that judgment and decree, the plaintiff had filed the present appeal.

22.Heard arguments advanced by Mr.R.Parthasarathy, learned Senior Counsel for the appellant, Mr.Prasanth Narayanan learned counsel for R17& R18. There was no representation for the other respondents. The 17th and 18th respondents are subsequent purchasers of the suit properties.

23.Mr.R.Parthasarathy, learned Senior Counsel for the appellant pointed out the agreement of sale marked as Ex.A1 dated 06.09.2006 and argued that the appellant had entered into the said agreement with the first and second defendants in the suit and the deceased Rangasamy who was the brother of the first defendant to purchase the suit properties. He pointed out that the suit properties had been allotted to the first defendant and to his brother Rangasamy in a suit for partition in O.S.No.805 of 1992, the decree of which had been marked as Ex.A20. The learned Senior Counsel stated that the other properties covered under the agreement had been purchased by the second defendant who was the wife of the first defendant. The learned counsel therefore contended that the first and second defendants and Rangasamy were absolute owners of the



properties and they have signed in their independent capacity. It was also pointed out by the learned Senior Counsel that more than ample evidence was recorded to show that 3-6 defendants had incurred debts and particularly, the fifth defendant had borrowed amounts from the Indian Overseas Bank and SARFAESI notice had also been issued.

24.The learned Senior Counsel contended that the plaintiff had paid substantial amounts as advance towards the settlement of the loans and to clear the property of its encumbrances. The sale consideration had been determined at Rs.3,11,000/- per acre and the plaintiff had paid a total advance of Rs.32,00,000/- to the defendants and this fact had been established by the endorsements made in Ex.A1 under Exs.A2 to A8. The learned Senior Counsel contended that merely because the properties had been sold by some of the defendants to other third parties, it would not invalidate the agreement or extinguish the right of the plaintiff to enforce the agreement. The learned Senior Counsel argued that the subsequent purchasers who had purchased portions of the properties pending suit would be bound by the decree.

25.In this connection, the learned Senior Counsel placed specific reliance on the following passages of the judgment of the Hon'ble Supreme Court in *Dastagirsab Vs. Sharanappa alias Shivasharanappa Police Patil (D) by LRs. and others* reported in 2025 SCC Online SC 1983.



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11. Right of a Karta to sell joint family property is well settled. Karta enjoys wide discretion with regard to existence of legal necessity and in what way such necessity can be fulfilled. Whether legal necessity existed justifying the sale would depend on facts of each case. In Beereddy Dasaratharami Reddy v. V. Manjunath, this Court succinctly elucidated:

"6. Right of the Karta to execute agreement to sell or sale deed of a joint Hindu family property is settled and is beyond cavil vide several judgments of this Court including Sri Narayan Bal v. Sridhar Sutar, (1996) 8 SCC 54], wherein it has been held that a joint Hindu family is capable of acting through its Karta or adult member of the family in management of the joint Hindu family property. A coparcener who has right to claim a share in the joint Hindu family estate cannot seek injunction against the Karta restraining him from dealing with or entering into a transaction from sale of the joint Hindu family property, albeit post alienation has a right to challenge the alienation if the same is not for legal necessity or for betterment of the estate. Where a Karta has alienated a joint Hindu family property for value either for legal necessity or benefit of the estate it would bind the interest of all undivided members of the family even when they are minors or widows. There are no specific grounds that establish the existence of legal necessity and the existence of legal necessity depends upon facts of each case. The



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Karta enjoys wide discretion in his decision over existence of legal necessity. and as to in what way such necessity can be fulfilled. The exercise of powers given the rights of the Karta on fulfilling the requirement of legal necessity or betterment of the estate is valid and binding on other coparceners.

7. Elucidating the position in Hindu law, this Court in *Kehar Singh v. Nachittar Kaur*, (2018) 14 SCC 445 has referred to Mulla on Hindu Law and the concept of legal necessity to observe thus: (SCC pp. 449-51, paras 20-21 & 26)

"20. Mulla in his classic work *Hindu Law* while dealing with the right of a father to alienate any ancestral property said in Article 254, which reads as under:

'Article 254

254. Alienation by father.-A Hindu father as such has special powers of alienating coparcenary property, which no other coparcener has. In the exercise of these powers he may:

(1) make a gift of ancestral movable property to the extent mentioned in Article 223, and even of ancestral immovable property to the extent mentioned in Article 224;

(2) sell or mortgage ancestral property, whether movable or immovable, including the interest of his



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sons, grandsons and great-grandsons therein, for the payment of his own debt, provided the debt was an antecedent debt, and was not incurred for immoral or illegal purposes (Article 294).'

21. What is legal necessity was also succinctly said by Mulla in Article 241, which reads as under:

'Article 241

241. What is legal necessity.- The following have been held to be family necessities within the meaning of Article 240:

(a) payment of government revenue and of debts which are payable out of the family property;

(b) maintenance of coparceners and of the members of their families;

(c) marriage expenses of male coparceners, and of the daughters of coparceners;

(d) performance of the necessary funeral or family ceremonies;

(e) costs of necessary litigation in recovering or preserving the estate;

(f) costs of defending the head of the joint family or any other member against a serious criminal charge;

(g) payment of debts incurred for family business or



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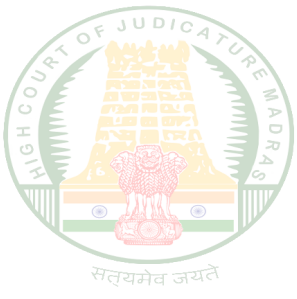
other necessary purpose. In the case of a manager other than a father, it is not enough to show merely that the debt is a pre-existing debt;

The above are not the only indices for concluding as to whether the alienation was indeed for legal necessity, nor can the enumeration of criterion for establishing legal necessity be copious or even predictable. It must therefore depend on the facts of each case. When, therefore, property is sold in order to fulfil tax obligations incurred by a family business, such alienation can be classified as constituting legal necessity.'

(See Hindu Law by Mulla "22 nd Edition".)

26. Once the factum of existence of legal necessity stood proved, then, in our view, no co-coparcener (son) has a right to challenge the sale made by the karta of his family. The plaintiff being a son was one of the co-coparceners along with his father Pritam Singh. He had no right to challenge such sale in the light of findings of legal necessity being recorded against him. It was more so when the plaintiff failed to prove by any evidence that there was no legal necessity for sale of the suit land or that the evidence adduced by the defendants to prove the factum of existence of legal necessity was either insufficient or irrelevant or no evidence at all."

12. Plaintiff co-parcener has assailed the sale transaction undertaken by 1st defendant-Karta



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on the ground it was not made for legal necessity but to meet his expensive and wasteful habits. Evidence has come on record 1st defendant-Karta had previously sold various properties of the HUF. Though it is the plaintiff's case that such sales were not for legal necessities, he has not challenged any of these transactions. To justify his present claim, the plaintiff asserts the 1st defendant assured him money derived from such sales would be settled in favour of the sons including the plaintiff and that no other properties would be sold. It is further the plaintiff's case, no money was settled in his favour or that of the 2nd defendant but substantial sums were settled in favour of 3rd and 4th defendant. Though the plaintiff alleges 1st defendant acted in a biased and unfair manner, admittedly the plaintiff has not taken any steps for recovery of such outstanding dues earlier or even in the present suit.

13. In view of such conduct, the Trial Court rightly inferred the earlier sale transactions of HUF properties were for financial needs and the plea that the previous HUF assets were disposed of to meet the Karta's extravagant habits was an afterthought.

14. With regard to the sale of the suit land to 5th defendant, the Trial Court noted that during



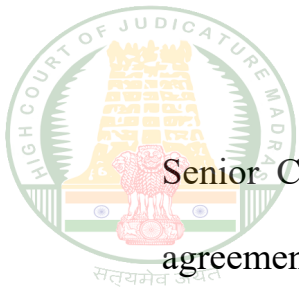
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cross-examination the plaintiff admitted his father had informed him that the property had been sold to meet family needs. High Court completely glossed over this fact and reversed the finding on a specious logic that the sale of the suit land for Kashibai's marriage was improbable as the marriage had already taken place prior to the sale in question.

26. Pointing out that the Karta of the Joint Hindu Family had a right to sell the property, the learned Senior Counsel argued that even if it were to be assumed that the first defendant and Rangasamy were deemed to be the Kartas of their respective families, the agreement of sale entered into by them, would bind the third, fourth, fifth and sixth defendants. The learned Senior Counsel stated that the Hon'ble Supreme Court had very clearly stated in the aforementioned judgment that the Karta had a right to sell the joint family property.

27. The learned Senior Counsel stated that the property had been admittedly allotted to the first defendant and to Rangasamy under a partition suit in O.S.No.805 of 1992 and therefore, the suit properties could be dealt by them on their behalf and on behalf of their legal representatives/co-sharers in the Joint Hindu Family. It was also noted by the learned Senior Counsel that the second defendant had independently purchased portions of the suit properties which were governed under the agreement of sale. The learned



Senior Counsel therefore assailed the reasonings of the Trial Court that the agreement would not bind 3-6 defendants. The learned Senior Counsel therefore urged that this Court should set aside that findings of the Trial Court and decree the suit in entirety.

28.The learned counsel for the 17th and 18th respondents however disputed this contention. According to him, the properties had been sold again and again to other defendants and there had been subsequent transactions even during the pendency of the suit. The plaintiff had kept quiet when these transactions had taken place. The learned counsel pointed out that there was a duty on the part of the plaintiff to seek injunction restraining further alienations. The learned counsel argued that the plaintiff/appellant should have filed an application if there were further transactions that they could be done only by obtaining leave of the Court. The learned counsel pointed out that Section 54 of the Transfer of Property Act provided that an agreement holder would not have any right or interest over the property. The title holder of the property would always be at liberty to deal with the property.

29.The learned counsel pointed out that the subsequent sale deeds have not been sought to be set aside by the plaintiff. They have been also executed for valid sale consideration. He very specifically pointed out that the third,



fourth, fifth and six defendants were entitled to independent shares on and from the date of their birth. The first defendant or deceased Rangasamy had no right to act on their behalf since they had attained the age of majority and were capable of dealing with their shares. The Karta can act on behalf of a minor, but not on behalf of co-parceners who had attained the age of majority.

30.The learned counsel placed reliance on the judgment of the Hon'ble Supreme Court in *Angadi Chandranna Vs. Shankar and Others* reported in 2025 SCC Online SC 877 and more particularly to paragraph No.17, wherein, it had been held as follows:

17. It cannot be disputed that the properties divided among Defendant No.1 and his brothers through partition deed dated 09.05.1986, are joint family properties. However, as per Hindu law, after partition, each party gets a separate and distinct share and this share becomes their self-acquired property and they have absolute rights over it and they can sell, transfer, or bequeath it as they wish. Accordingly, the properties bequeathed through partition, become the self-acquired properties of the respective sharers.

31.Placing reliance on the dictum laid by the Hon'ble Supreme Court, the learned counsel stated that the Trial Judge had correctly dismissed the suit



against 3-6 defendants who were the earlier/erstwhile owners/vendors of the property and after several transactions, the property had devolved on to the 16th & 17th respondents.

32. We have carefully considered the arguments advanced and perused the material records.

33. The following points arise for consideration:

(i) Whether the agreement of sale entered into by the first defendant and his brother Rangasamy would bind their legal heirs/3-6 defendants?

(ii) Whether the agreement of sale entered into by a Karta of the joint family would be binding on other Co-Parceners who had attained the age of majority?

(iii) Whether the agreement of sale would be binding on the 3-6 defendants?

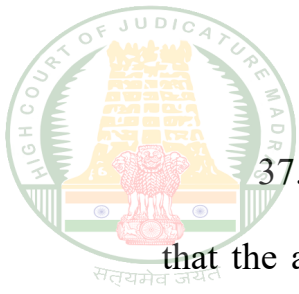
34. Since the evidence adduced overlap, all the three points are taken up for discussion and determination together.

35. The appellant had entered into an agreement of sale on 06.09.2006 to purchase the land described in the plaint from the first defendant and his brother



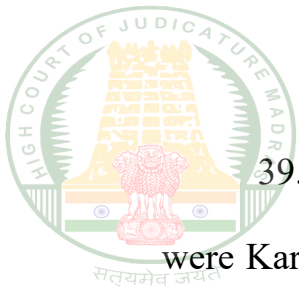
Rangasamy who had been allotted shares under Ex.A20, partition decree in O.S.No.805 of 1992, on the file of the Sub Court at Salem. There were other properties in the agreement of sale. They had been purchased by the second defendant who was the wife of the first defendant. There is no covenant in the agreement of sale that the first defendant and Rangasamy had entered into the agreement of sale as Karta of a Joint Hindu Family. There is no dispute about the agreement which has been marked as Ex.A1. There is no dispute over the advance sale consideration received which receipts were marked as Exs.A2 to A8. However, even during the pendency of the suit, the suit properties had been dealt with by 3-6 defendants. They had sold the properties to the 10th defendant and subsequently also to the 13th defendant. The said defendants had also taken possession of the properties. The properties had been further sold and the 16-18 defendants had also purchased the properties. There is no relief sought in the plaint to declare that these sale deeds are null and void.

36.The Trial Judge had held that since the properties had devolved under partition, definite shares had been allotted to 3-6 defendants. In this connection, the learned Trial Judge had noted that the said defendants were not signatories to the sale agreement.



37. It is also seen from Ex.A1 that quite apart from their being no recital that the agreement of sale had been entered by the first defendant and by the brother Rangasamy as Kartas of their respective Joint Hindu Families, there was also no recital about the existing debts and that therefore the agreement of sale had been entered into by them. There was no recital that the agreement of sale had been entered into by them out of family necessity.

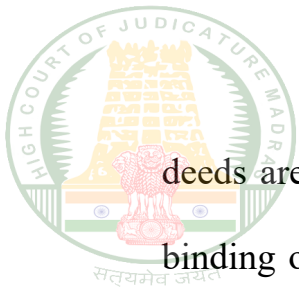
38. Ex.A20 is the decree in O.S.No.805 of 1992. That was a partition suit filed by the first and fifth defendants against the deceased Rangasamy and third and fourth defendants. It is thus seen that the suit was not only between the first defendant and the deceased Rangasamy, but also the parties to the suit were the fifth defendant as plaintiff and the third and fourth defendants as defendants. In that particular suit, the A Schedule properties as described in that suit were allotted to the first and fifth defendants and the B Schedule properties as described in that suit were allotted to Rangasamy and to the third and fourth defendants. It is thus seen that in the A schedule properties in that suit, the fifth defendant had an undivided $\frac{1}{2}$ share. Similarly, in the B schedule properties in that suit, the third and fourth defendants were each entitled to an undivided $\frac{1}{3}^{\text{rd}}$ share along with Rangasamy. These defendants were not parties to the agreement of sale. They had independent shares.



39. It can therefore never be stated that the first defendant and Rangasamy were Kartas of their Joint Hindu Families. They had an independent share and the third, fourth and fifth defendants had independent shares allotted to them.

40. The dictum of the Hon'ble Supreme Court in *Angadi Chandranna* referred *supra* reported in 2025 SCC Online SC 877 is therefore directly applicable, since, when separate and distinct shares are allotted in a partition, then such shares become an acquired property and the allottees have absolute rights over the said shares.

41. As a matter of fact, the properties which had been allotted to the first defendant and to the fifth defendant had been separately given and the properties allotted to Rangasamy and third and fourth defendants had been separately given. It is thus seen that the properties are independent and distinct. There were two separate branches, namely, that of the first defendant and the fifth defendant and that of Rangasamy and the third and fourth defendants. The first, second, fifth and sixth defendants and also the third and fourth defendants had conveyed various portions of the suit schedule properties to third parties, namely, 10-13 defendants. Subsequently, 10-13 defendants have sold various portions of the suit properties to the 16-19th defendants. These facts have been stated in the written statement also. There was no relief sought that these sale



deeds are null and void. There are no pleadings that these sale deeds are not binding on the plaintiff. We therefore hold that the agreement of sale had not been entered into by the first defendant and Rangasamy as Kartas of their respective Joint Hindu Families. The agreement of sale can bind only to their shares and not the shares of the 3-5 defendants.

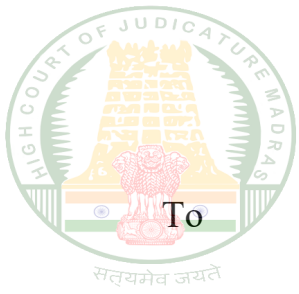
42. We answer the points framed for consideration accordingly.

43. In view of these reasons, we hold that the learned Trial Judge had come to a correct conclusion that specific performance cannot be granted on the shares of 3-6 defendants. We find no infirmity in the said reasoning.

44. In view of the above, the Appeal Suit stands dismissed confirming the Judgment and Decree of the Trial Court. No costs. Consequently, connected miscellaneous petition is also closed.

(C.V.K.,J.) (K.R.S.,J.)
20.04.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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Salem.



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**C.V.KARTHIKEYAN, J.
AND
K.RAJASEKAR, J.**

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**Pre-delivery Judgment in
AS No. 153 of 2014 and
CMP No.28262 of 2025**

20-04-2026