



WEB COPY

S.A. No. 615 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	22.10.2025
Pronounced on	21.01.2026

CORAM

**THE HONOURABLE MRS. JUSTICE K. GOVINDARAJAN
THILAKAVADI**

**S.A.No.615 of 2025 and
C.M.P. No.21469 of 2025**

1. Rathika
2. Rajathi
3. Saroja

...Appellants

Vs.

1. P. Ramachandran
2. Raju

...Respondents

Prayer: Second Appeal filed under Section 100 CPC, 1908 to set aside the decree and judgment dated 14.03.2025 passed in A.S.No.4 of 2023, on the file of the Principal District Judge, Perambalur, confirming the Judgment and decree dated 16.08.2021 passed in O.S.No.90 of 2008, on the file of the Subordinate Court, Perambalur.

For Appellant : Mr.G.S.Mani for Mr. K. Rajan
For R1 : Mr.P.Valliappan, Senior Advocate,
for Mr.K.M.Hareesh of M/s. PV Law
Associates.
For R2 : Ms.R.Saraswathi.



WEB COPY

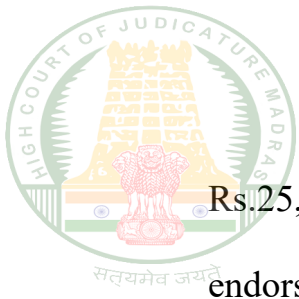
S.A. No. 615 of 2025



JUDGMENT

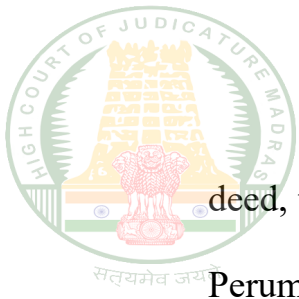
The above Second Appeal arises out of the judgment and decree dated 14.03.2025 passed in A.S. No.4 of 2023, on the file of the Principal District Judge, Perambalur, confirming the Judgment and decree dated 16.08.2021 passed in O.S. No.90 of 2008, on the file of the Subordinate Court, Perambalur.

2. The 1st respondent as plaintiff filed the above suit for specific performance of sale agreement. The plaintiff submits that the 2nd defendant is the son of the 1st defendant and the defendants 3 and 4 are the son and daughter of the 2nd defendant and that the 2nd defendant has got 2 other sons namely, Ramar and Perumal. The plaintiff further submits that the defendants 1 and 2 and the 2nd defendant's brother, namely Perumal entered into a Sale agreement dated 13.02.2007 agreeing to sell the 'A' Schedule suit property to the plaintiff for a total sale consideration of Rs.5,75,000/- i.e., Rs.12,500/- per cent and after receiving an advance amount of Rs.50,000/-, 3 months time was fixed to receive the balance sale consideration and to execute the sale deed. The plaintiff further submits that on 01.03.2007, the 2nd defendant received a sum of



WEB COPY

Rs.25,000/- from plaintiff and on 12.03.2007 received Rs.1,800/- after endorsing the receipt of the same in the sale agreement. The plaintiff further submits that he was always ready and willing to perform his part of the contract and the defendants 1 and 2 and Perumal were evading the same by saying some reasons. The plaintiff further submits that in the mean time, the 1st defendant's elder son one Ramar filed a suit in O.S.No.133/2007 on the file of District Munsif Court, Perambalur for partition, and had also issued a legal notice to this plaintiff on 16.03.2007 for which a suitable reply was given by the plaintiff. The plaintiff further submits that the defendants 3 and 4 who are none other than the children of the 2nd defendant issued a legal notice to this plaintiff upon the instigation of the 2nd defendant, also for which the plaintiff had given a suitable reply. The plaintiff further submits that he also issued a legal notice to the defendants 1, 2 and to one Perumal for executing the sale deed and that after the receipt of the same the 1st defendant made a family arrangement by executing 3 registered settlement deeds in favour of his three sons namely Ramar, Perumal and Raju. On 20.04.2007 the western Ac.0.23 cents was given to Ramar, middle Ac.0.21½ cents to 2nd defendant and eastern Ac.0.21½ cents to Perumal. The plaintiff further submits that though the defendants 1 and 2 executed the sale agreement as if they have got 0.43 cents in Survey No. 130/8, but in the settlement



WEB COPY

deed, the 1st defendant has given 21½ cents each for the 2nd defendant and Perumal. The plaintiff further submits that even after the execution of the settlement deeds, he insisted the defendants 1 and 2 and Perumal to execute the sale deed and as per the sale agreement Perumal sold his share to the plaintiff on 04.05.2007 by calculating per cent for Rs.12,500/-. The plaintiff further submits that as per the sale agreement, the 2nd defendant did not execute the sale deed with regard to his share, on the other hand he had executed a settlement deed in favour of his son, the 3rd defendant on 07.05.2007 and the same will not bind the plaintiff. However, the 3rd defendant has been added as a party in this suit. The plaintiff further submits that the property which has to be sold by the 2nd defendant has been shown as B Schedule property and the 2nd defendant is liable to execute the sale deed. The 5th defendant has purchased the B schedule property from the 3rd defendant and hence she has been impleaded in this suit to have a binding decree. The plaintiff further submits that the settlement deed in favour of the 3rd defendant and the sale deed in favour of the 5th defendant will not bind the plaintiff and the 5th defendant is not a bonafide purchaser. The plaintiff further submits that pending suit, the 3rd defendant died and the 6th defendant was impleaded as his legal heir. The plaintiff further submits that he was always ready and willing to perform his part of contract and since the defendants, inspite of repeated notice,



did not perform their part of contract, he has come forward with this suit.

WEB COPY

3. Per contra, the 2nd defendant in the written statement has contended that he had not entered into any sale agreement with the plaintiff and that the suit properties were joint family properties of the 2nd defendant, his brothers and his children. The defendant further submits that the plaintiff and defendant's brother Perumal had fraudulently obtained the L.T.I of the 1st defendant and the signature of the 2nd defendant in a blank stamp paper, taking advantage of illiteracy of the 2nd defendant and that the same has been filed up and the plaintiff has come forward with this suit. The 2nd defendant further submits that a suit was filed by his brother Ramar for partition in O.S.No.133/2007 before the District Munsif Court, Perambalur, and the 1st defendant has executed settlement deed with regard to their shares and thus this defendant got his share of property by way of settlement deed dated 20.04.2007, and thereafter this defendant with consent of 4th defendant had executed a settlement deed in favour of the 3rd defendant on 07.05.2007 with regard to his share. This defendant further submit that the sale agreement is not true and valid and prayed for the dismissal of the suit.

4. The defendants 3 and 4 in the written statement have contended



WEB COPY

that the suit property is not the separate property of the 1st defendant or 2nd defendant; that they had got no right to sell the same; that the suit properties are the joint family properties in which these defendants have also got share; that the sale agreement was not executed by the 2nd defendant as manager of the family; that the 2nd defendant is an illiterate and taking advantage of his illiteracy, the plaintiff and the 2nd defendant's brother Perumal had obtained the signature of the 2nd defendant in a blank stamp paper and had forged the document and therefore the sale agreement is an unenforceable one. It is further submitted that after filing of partition suit by Ramar, the 1st defendant executed 3 settlement deeds in favour of his sons Ramar and Perumal and 2nd defendant with regard to their shares and that the 2nd defendant with the consent of the 4th defendant had executed settlement deed in favour of the 3rd defendant and the 3rd defendant as an absolute owner of the B schedule property is in possession and enjoyment of the same. They further submitted that they are not party to the sale agreement and that the same will not bind them and prayed for dismissal of the suit.

5. The 6th defendant in the written statement submits that the B schedule property is a joint family property of defendants 2 to 4 and that the sale agreement has been forged by the plaintiff with the help of 2nd



WEB COPY

defendant's brother Perumal; that as per the settlement deed, the 3rd defendant became the absolute owner of the same and after his death, the 6th defendant, as the absolute owner of the B schedule property is in possession and enjoyment of the same; that he is not the party to the sale agreement and that the same will not bind him and hence prayed for dismissal of the suit.

6. Based on the above pleadings, the trial Court has framed necessary issues. The plaintiff examined four witnesses and exhibited 21 documents. On the side of the defendants, three witnesses were examined and 4 documents were exhibited. The trial Court on considering the materials on record, decreed the suit in favour of the plaintiff. Aggrieved by this, the 4th defendant has preferred the appeal suit in A.S. No.4 of 2023. The First Appellate Court dismissed the appeal suit. Challenging the same, the second appeal is preferred by the 4th defendant.

7. The learned counsel appearing for the appellants would submit that, the alleged sale agreement is not valid under the eye of law and that the contents of the said agreement would reveal that the consideration for the sale agreement is fixed at Rs.5,75,000/- and a sum of Rs.50,000/- was paid as advance and the balance of Rs.5,25,000/- had to be paid. While so,



WEB COPY

in the sale agreement it is stated that a sum of Rs.4,25,000/- has to be paid. The Courts below failed to appreciate the contradictory statements of PW1 to PW4 in the execution of the alleged sale agreement. It is further submitted that the alleged sale agreement is dated 13.02.2007, while so, the appellant and her brother, Balasubramaniam sent their legal notice immediately on 27.03.2007, questioning the alleged sale agreement. It is further submitted that, the legal notice by the 1st respondent/ plaintiff was sent only on 16.04.2007 and after receipt of the said legal notice, the deceased 1st defendant, Chinna Goundar made a family arrangement by executing three registered settlement deeds in favour of his three sons namely Ramar, Perumal and Raju on 20.04.2007. The first respondent/plaintiff never challenged the above registered settlement deed in the suit. Hence, submitted that, the Courts below without considering the above facts and circumstances of the case decreed the suit in favour of the plaintiff and the same is liable to be set aside.

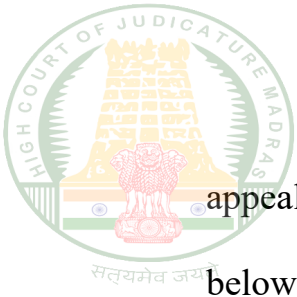
8. On the other hand, the learned counsel appearing for the 1st respondent/plaintiff would submit that, the suit sale agreement was jointly executed by the deceased 1st defendant along with the 2nd respondent Raju and his brother Perumal in favour of the 1st respondent/ plaintiff in respect of the suit property. It is further submitted that the defendants agreed to



WEB COPY

sell the property at the rate of Rs.12,500/- per cent and total sale consideration was fixed at Rs.5,75,000/- out of which an advance money of Rs.50,000/- was paid. It is further submitted that the balance sale consideration was agreed to be paid within 3 months from the date of sale agreement for execution of the sale deed.

9. Since, the 5th defendant had unlawfully purchased the B schedule property, she was impleaded in the suit and the decree passed would be binding on her. The other son of Chinna Goundar, namely Ramar filed another suit in O.S.No.133 of 2007 on the file of District Munsif Court, Perambur, seeking for partition. He issued a legal notice to the 1st respondent/ plaintiff which was duly replied. In turn the 1st respondent/ plaintiff issued notices to late Chinna Goundar, 2nd respondent Raju and Perumal calling upon them to execute the sale deed after receiving the balance sale consideration. The trial Court upheld the validity of Ex.A1, sale agreement dated 13.02.2007 and decreed the suit in respect of the B-schedule property, which is a part of the A-schedule property measuring 21½ cents. The appeal preferred by the appellant herein was also dismissed by the First Appellate Court. The 2nd and 3rd respondents did not challenge the decree of the trial Court therefore, the same had attained finality as against them. He would submit that in the present second



WEB COPY

appeal the appellant is challenging the concurrent finding of the Courts below which is impermissible. The co-appellants have not challenged the decree of the trial court and the appellants have no *locus standi* to maintain the second appeal and therefore the same is liable to be dismissed.

10. Heard on both sides, records perused.

11. It is a suit for specific performance of sale agreement entered between the plaintiffs and the defendants 1 and 2 along with one Perumal, another son of the 1st defendant. The plaintiffs extensively proved the execution and attestation of Ex.A1 sale agreement by examining himself and the attestors of the sale agreement. Though the defendants contended that the sale agreement is a fabricated document, no evidence was let in by the defendants to establish the same. It is also not established that the brother of the 2nd defendant, namely Perumal, had fraudulently obtained the thumb impression of the 1st defendant and the signature of the 2nd defendant. Moreover, the plaintiff has established his readiness and willingness to perform his part of contract. While, the 2nd defendant has agreed to sell his share in the suit survey number to the plaintiff under



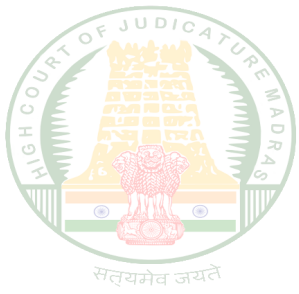
WEB COPY

Ex.A1 sale agreement, he has no right to settle the very same properties in favour of his son, namely the 3rd defendant. Under Ex.A17, the 3rd defendant had sold a portion of 'B' schedule property to the 5th defendant during the pendency of the suit. As rightly pointed out by the trial court, the same is barred by the principle of *lis pendens*. There is no pleadings and no evidence on the side of the defendants to prove that the 2nd defendant acted against the interest of the family members and entered into the sale agreement with the plaintiff. It is the specific contention the plaintiff that the sale agreement was entered into by the 2nd defendant to meet out the marriage expenses of the 4th defendant and the same is not disproved by the defendants. The further contention of the plaintiff is that the 2nd defendant entered into the sale agreement as manager of the family for the benefit of the defendants 3 and 4. It is settled law that a Hindu father can very well sell or mortgage ancestral property whether movable or immovable including interest of his sons, grandsons and great grandson for the payment of his own debt, provided, the debt is an antecedent debt and the same has not been incurred for immoral or illegal purpose. In the present case, it is not established that the property was alienated for immoral or illegal purpose. The present appeal challenges the concurrent findings of the courts below. The appellants 2 and 3 who did not prefer any appeal earlier, have now been impleaded as co-appellants. As rightly



WEB COPY

pointed out by the learned counsel for the respondents, having not challenged the decree of the trial court, they are not entitled to maintain the Second Appeal. Since the 2nd respondent Raju himself had no right whatsoever to execute a settlement deed in favour of his son, namely the 3rd defendant, after entering into a sale agreement with the 1st respondent/plaintiff, the sale deed executed in favour of the 1st appellant is not valid. The courts below have concurrently found that Ex.A1 sale agreement is genuine and valid and that the 1st respondent/plaintiff was ready and willing to perform his part of contract. The courts below have rightly appreciated the facts and evidence let in by both the parties and rightly concluded that the defendants are bound to execute the sale deed honouring the sale agreement and decreed the suit. No infirmity or perversity is found in the said findings of the courts below. The appellants failed to produce any contrary materials to maintain the Second Appeal and in fact, they failed to demonstrate the existence of any substantial question of law warranting interference under Section 100 of the Code of Civil Procedure, 1908.



WEB COPY

S.A. No. 615 of 2025



12. In the result,

i. The Second Appeal is dismissed. No costs.

Consequently, connected miscellaneous petition is closed.

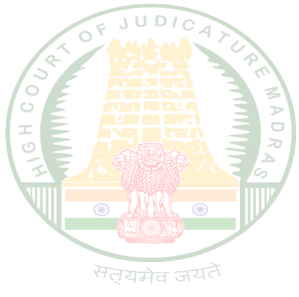
ii. The decree and judgment dated 14.03.2025 passed in A.S. No.4 of 2023, on the file of the Principal District Judge, Perambalur, confirming the Judgment and decree dated 16.08.2021 passed in O.S. No.90 of 2008, on the file of the Subordinate Court, Perambalur, is upheld.

21.01.2026

Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order
vsn/bga

To

1. The Principal District Judge, Perambalur.
2. The Subordinate Judge, Perambalur.
3. The Section Officer, VR Section, High Court, Madras.



WEB COPY



S.A. No. 615 of 2025

K.GOVINDARAJAN THILAKAVADI,J.
vsn/bga

Pre delivery judgment in
S.A.No.615 of 2025 and
C.M.P. No.21469 of 2025

21.01.2026