

S.A.(MD)No.317 of 2006

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 24.06.2026

CORAM

THE HON'BLE MR.JUSTICE M.JOTHIRAMAN

S.A.No.317 of 2006

Villan (Died)

2.Kanniammal

3.Jayalakshmi

4.Dhanasekaran

... Appellants/defendants

(Appellants 2 to 4 are brought on record as Legal Heirs of the deceased Sole Appellant, Vide order dated 03.09.2024 made in CMP(MD) Nos. 12037, 12038 and 120.39 of 2014 in SA (MD) No.317 of 2006)

Vs.

1.Thyagarajan

2.Karunakaran

3.Balakrishnamurthy

...Respondents/Plaintiffs

PRAYER: Second Appeal filed under Section 100 CPC against the judgment and decree dated 18.08.2005 made in A.S.No.94 of 2003 on the file of the Sub Court, Trichy, partly allowing the judgment dated 04.03.2003 in O.S.No.245 of 2000 on the file of the District Munsif Court, Musiri.

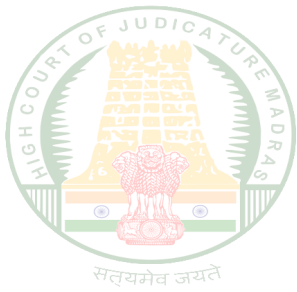
For Appellant

: Mr.H.Lakshmi Shankar

for M/s.T.V.Sivakumar

For Respondent

: M/s.K.Govindarajan



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JUDGMENT

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The first defendant is the appellant herein. Challenging the judgment and decree dated 18.08.2005 made in A.S.No.94 of 2003 on the file of the Sub Court, Trichy, partly allowing the judgment dated 04.03.2003 in O.S.No.245 of 2000 on the file of the District Munsif Court, Musiri, he has filed the instant Second Appeal. For the sake of convenience, the parties are referred to as per their rank in the suit.

2. Facts leading to the filing of this second appeal, briefly narrated are as follows:

2.1. The plaint averments are that the plaint schedule property belongs to the defendants 1 and 2 / appellant herein and on 27.08.1993, they agreed to execute sale deed in favour of the plaintiffs, for which 1st defendant on behalf of himself and in the capacity of Manager as the 2nd defendant has given written agreement and the 1st defendant has also received Rs.19,000/- as Sale Consideration on various dates and on the date of execution of sale agreement, the possession was handed over to the plaintiff and as such, possession was in the hands of the plaintiffs. In spite of repeated requests to execute the sale deed, the defendants had kept on dragging and also came to know that the defendants had tried to transfer



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the lands in favour of the defendants 3 and 4.

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2.2. Therefore, the plaintiffs filed the Suit for Specific Performance based on 27.08.1993 unregistered sale deed (alleged as agreement) against the defendants 1 and 2 and also for the relief of permanent injunction restraining the defendants 1 and 2 from alienating the suit properties in favour of the 3rd and 4th defendant.

2.3. The defendants had filed written statement refuting the allegations and stated that the suit schedule properties belongs to them, but denied the receipt of Rs.19,000/- as sale consideration for the execution of sale agreement as false, that they have individually partitioned the property among themselves and living peacefully in their respective portions, disputing their signatures found in the agreement of sale and that the 2nd defendant would put his signature only in Tamil and also denied the handing over possession of suit properties to the plaintiff as false. The defendants further stated that from the year 1977 onwards, the defendants had oral partition of properties and living in their respective shares, 0.40 cents in S.No.256/1A2 is in the possession of the 1st defendant with separate patta, 0.40 cents in S.No.256/1A-3 is in the possession of the 2nd



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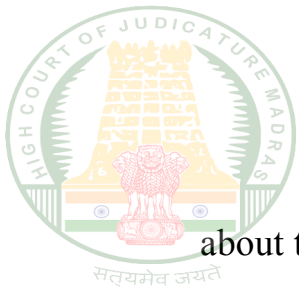
defendant with separate patta for his exclusive usage. It is further stated that while the 2nd defendant was taking medical treatment, the plaintiffs were taking care of the suit properties and they never asked for execution of sale deed and that the defendants had transferred the 2nd item of suit schedule properties to Adi Dravidar Welfare Department and in order to prevent the same, the plaintiffs have instituted this vexatious suit and prayed for dismissal of the suit.

2.4. The Trial Court, based on the pleadings, framed the following issues for consideration:

- (i) Whether the plaintiffs are entitled for a decree for Specific Performance ?
- (ii) Whether the plaintiffs are entitled for the relief of permanent injunction?
- (iii) To what other reliefs, the plaintiffs are entitled?

3. The Trial Court, based on oral and documentary evidence, dismissed the suit with the following findings:

3.1. The sale agreement dated 27.08.1993 is an unregistered sale deed and there are interpolations and material alterations in the document



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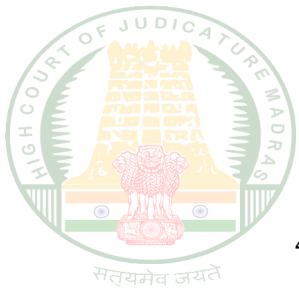
about the 1st defendant acting as the family manager whereas in other parts of the document both the 1st and 2nd defendants are shown individually representing their family members. The 1st defendant has not acted as a family manager and therefore, the document is not clear and the 2nd defendant has not signed it.

3.2. PW3, the scribe of the document says in his chief evidence that after the 1st defendant signed, there was quarrel between the parties and the 1st defendant did not take the money and left the place.

3.3. The properties are divided between the defendants 1 and 2 and they are holding separate pattas and enjoying separately which falsifies the version of the plaintiff that the suit properties are undivided joint family properties.

3.4. There is no evidence to conclude that the 2nd defendant permitted the 1st defendant has to act on his behalf also.

3.5. That is being an unregistered sale deed, there being subsequent interpolations to project the 1st defendant as the family manager in order to overcome the non-involvement of the 2nd defendant, the plaintiffs have not approached the Court with clean hands and they are not entitled to the discretionary and equitable relief of specific performance.



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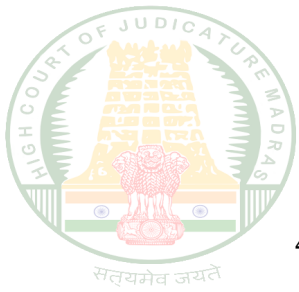
4. Aggrieved by the dismissal of the Suit on the above findings, the plaintiffs preferred the appeal in A.S.No.94 of 2003 on the file of the Subordinate Court, Tiruchirapalli. The Lower Appellate Court, based on appreciation of oral and documentary evidences, has partly allowed the appeal by concluding that

4.1. In the document dated 27.08.1993, most part looks like a sale deed but in the last line, it is mentioned as sale agreement, which the defendants agree to register at the wish of the plaintiff and therefore, it is only a sale agreement and whenever required, as separate sale deed will be registered.

4.2. The 1st defendant acting for himself and as the family manager having received money on various dates, is a subsequent interpolation and the 1st defendant has not executed the document in such a capacity. In spite of that finding, it was held that the agreement is enforceable against the 1st defendant and not against the 2nd defendant.

4.3. The defendants 1 and 2 have divided the properties before 1986 and were separately enjoying the same. Therefore, the case of the plaintiff that the 1st defendant acted as a family manager and entered into this agreement is unacceptable.

4.4. The plaintiffs are in possession and enjoyment of the suit properties even before 27.08.1993 agreement.



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4.5. Since the 1st defendant has signed the document, his part can be enforced and the 1st defendant is bound to execute a sale deed in favour of the plaintiffs in respect of his share of the suit properties and in respect of that share, permanent injunction is also to be granted.

5. Aggrieved over the judgment of the First Appellate Court in partly allowing the appeal, the 1st defendant has preferred this second appeal. This Court admitted the Second Appeal on the following substantial questions of law :

(i) Is the Lower Appellate Court correct and justified in decreeing the Suit with reference to Sec. 3 of the Limitation Act, 1963 that even if the defendant does not raise the plea of limitation, if the suit is ex facie barred by limitation, the Court has to dismiss the same since there cannot be an estoppel against a statute?

(ii) In reversing the well considered judgment of the trial Court, is not the first appellate court should formulate the points for determination, the decisions there on and the reasons for modifying the said decision of the trial Court is contemplated under law?

(iii) In reversing a finding of a fact is not the first appellate Court has to come into close quarters with the reasoning assigned by the trial



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Court and then assign its own reasons for arriving at a different finding?

WEB COPY (iv) Is the lower appellate Court correct and justified in decreeing the suit without reference to the settled principles of law that unless there is a valid agreement the protection under Sec.53-A will not ensure the benefit of the transferee?

(v) Is the lower appellate Court justified in decreeing the suit without adverting to the settled principles of law that the plaintiff has to win or lose on his own and not on the weakness of the defendants?

6.The learned counsel appearing for the appellant would submit that according to the plaintiffs they were in possession of the suit properties from the date of agreement, ie. on 27.08.1993, but as per the agreement, they were already in possession of the Suit properties, which creates doubt about Ex.A1. According to the plaintiff, Ex.A1 sale agreement was executed by the first defendant acting in the capacity of the joint family manager on behalf of the second defendant also. Both the Courts below had found that the case of the plaintiff is false and disproved. Therefore, the very basis of the sale agreement cannot be relied upon.

7.The learned counsel for further would submit that P.W.1 in his evidence admits that the first defendant has not executed the agreement for

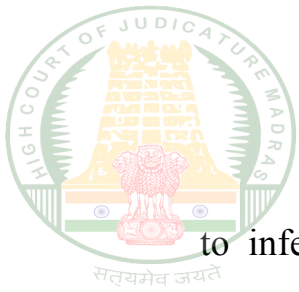


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himself and on behalf of the second defendant. He also admits that the properties stands in the name of the first defendant and second defendant separately as per the revenue records. P.W.2 categorically deposed that Ex.A1 is a document of sale and he is unaware about the property being sold and about the money already paid to the first defendant. P.W.3, who is a scribe, in his cross examination categorically held that in Ex.A1 contains interpolations. Though the first appellate Court concurred with most of the conclusions of the trial Court, it partly reversed the judgment against the first defendant only on the ground that his signature is proved. But mere proof of signature in Ex.A1 is not the end of the matter and specific performance decree cannot be granted only on such a finding. The first appellate Court has rewritten the contract and has gone beyond the scope of the case of the plaintiff. The plaintiffs, who are the defaulting parties and not the first defendant, hence, Section 12(3) of the Specific Relief Act would not enable the defaulting parties to claim specific performance.

8.The learned counsel for the appellants would further submit that both Courts below had found from the recitals of Ex.A1 that it is a sale deed. But the first appellate Court relied upon the last portion of the deed



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to infer that it can be viewed as an agreement to sell but omitted to

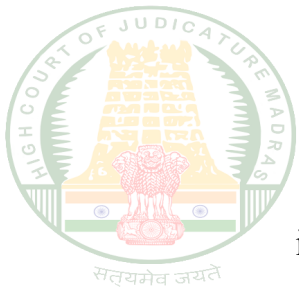
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consider the recital that what was agreed to be registered was that document and not a document to be prepared in future. Therefore, the findings of the first appellate Court in this regard is contradictory. There is not even a specific and substantial plea of readiness and willingness of the plaintiffs for over a period of 7 years and 2 months. But the appellate Court did not consider either the question of readiness and willingness or the question of limitation. Therefore, the findings arrived by the first appellate Court are perverse and the second appeal may be allowed. To strengthen his contention, the learned counsel for the appellants relied upon the judgments of the Hon'ble High Court of Madras,

i)reported in (2008) 3 L.W. 252, Munusamy Vs. Nava Pillai to show that the relief under specific performance is discretionary relief and even if a doubt arises about the agreement, the relief cannot be granted.

ii)reported in (2008) 3 L.W. 259, K.Jeyaraman Vs. M/s.Sundaram Industries Ltd., through its Special Officer.

iii)reported in 1998 L.W. 674, S.K.Panchaksharam Mudaliar (died) and others Vs. T.V.Kanniah Naidu and others to show that interpolation in the agreement to sell property is amounts to material alteration and plaintiff cannot claim specific performance on such agreement.



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iv)reported in 2009 (1) CTC 803, K.R.Venugopal Vs.

WEB COPY K.R.Srinivasan and 4 others to show that non explanation of material alteration in the agreement of sale it raises doubt about the plaintiff's case. Further, relied upon the following judgments of the Hon'ble Supreme Court,

i)reported in (1998) 5 SCC 381, Ganesh Shet Vs. Dr.C.S.G.K.Setty and others to show that variation between the pleadings and evidence on record in regard to the terms of the contract, in such circumstances Court should not exercised its discretion to grant decree of specific performance.

ii)reported in 1969 (2) SCC 539, Ouseph Varghese Vs. Joseph Aley and others to show that in the suit for specific performance if the agreement pleaded by the plaintiff is not proved that itself is sufficient to dismiss the suit.

iii)reported in AIR 2001 SC 2783, A.C.Arulappan Vs. Smt.Ahalya Naik to show that plaintiff is not approaching with clean hands not entitle to the relief of specific performance.

9.The learned counsel appearing for the respondent/plaintiff would submit that the first defendant had claimed that he did not put signature in English and hence, the signature in Ex.A1 is forged one. However,



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through Ex.A17 & Ex.A18 and through evidence of P.W.5, the signature found in Ex.A17 and Ex.A18 are that of the first defendant. Further, the first defendant himself has admitted that the signature found in Ex.A17 and Ex.A18 is that of him. Ex.A17 and Ex.A18 are contemporaneous documents as they were executed on 19.03.1995 and 22.01.1995 respectively and Ex.A1 was executed in 27.08.1993. The first appellate Court by invoking power under Section 73 of the Indian Evidence Act compared the disputed signature in Ex.A1 with the admitted signature available in Ex.A17 & Ex.A18 and concluded that the signature in Ex.A1 is that of the first defendant. After entire re-appreciation of the evidence, the first appellate Court has rightly concluded that Ex.A1 is a sale agreement and not a sale deed and also rightly found that the first defendant is bound by the agreement and the suit is sustainable in law.

10.The learned counsel for the respondent would further submit that the first appellate Court also found that they did not choose to reply to the pre suit notice in Ex.A2. If they did not enter into contract with the plaintiff they would have sent reply denying execution of Ex.A1. The appellant did not object the suit by raising the plea of limitation. The trial Court neither framed any issue regarding limitation nor given any finding



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on that aspect. Such plea cannot be raised before this Court with regard to

the issue of limitation, which is impermissible. To strengthen his

contention, the learned counsel has relied upon the judgment of the

Hon'ble Supreme Court reported in (2010) 5 SCC 401, S.Kaladevi vs

V.R.Somasundaram & Ors to show that When an unregistered sale deed is

tendered in evidence, not as evidence of a completed sale, but as proof of

an oral agreement of sale, the deed can be received in evidence making an

endorsement that it is received only as evidence of an oral agreement of

sale. Also relied another judgment of the Hon'ble Supreme Court reported

in (2006) 5 SCC 340, Panchanan Dhara and others Vs. Monmatha Nath

Maity (dead) through Lrs and another to show that the question as to the

suit for specific performance of contract will be barred by limitation or

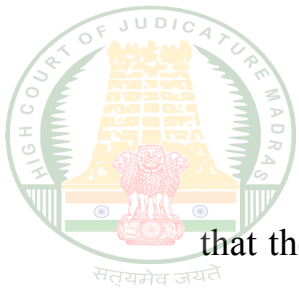
would not only depend upon the nature of the agreement but also on

conduct of the parties and also as to how they understood the terms and

conditions of the agreement.

11.This Court has considered the submissions made on either side and perused the available records carefully.

12.The suit is filed for specific performance based on Ex.A1-unregistered sale deed (alleged as agreement) dated 27.08.1993 claiming

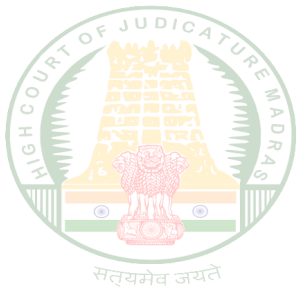


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that the first defendant entered into the sale agreement acting as a 'family manager on behalf of the second defendant'. In addition, the relief of permanent injunction was also sought for restraining the defendants 1 and 2 from alienating the suit properties in favour of the defendants 3 & 4.

13.It is the specific case of the plaintiffs that the suit properties are jointly belonged to the first and second defendants. On 27.08.1993, sale agreement (Ex.A1) is executed by the first defendant acting in the capacity of the joint family manager. In this regard, the Courts below found that the case of the plaintiff is not proved and also arrived the findings that the suit properties have been divided between the first and second defendants and they are enjoying separately.

14.As per Article 54 of the Limitation Act, the limitation begins to run either from the date fixed for performance, or if no such date is fixed, when the plaintiff has notice that performance is refused. A reading of Ex.A1 shows that no specific date has been fixed for execution of the sale deed. Therefore, the second part of Article 54 would apply to this case, and the limitation would commence only when the plaintiffs had notice of refusal.

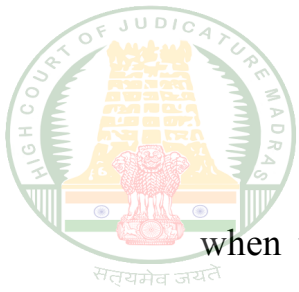


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WEB COPY 15. According to the plaintiffs, they repeatedly demanded execution of the sale deed and that the defendants were postponing the matter on one pretext or another. However, there is no specific averments in plaint with regard to identifying any particular date or time of refusal. Moreover, neither the Trial Court nor the First Appellate Court framed any issue relating to limitation.

16. PW 3, who is a scribe, deposed that on the day of execution, there was a dispute regarding the payment, and the first defendant had left the money without taking it. PW3 was treated as hostile, clearly indicates repudiation of the contract on the very date of its execution, that is, on 27.08.1993. The evidence of PW.3 undoubtedly creates a doubt regarding the plaintiff's case. The suit was filed on 13.10.2000, after a lapse of 7 years. Ex.A1 is dated 27.08.1993 and the second defendant is not a signatory. Even otherwise, the period of 7 years is not reasonable time for seeking enforcement of agreement. There is no evidence to concluded that the first defendant has acted on his behalf also.

17. The First Appellate Court is the final Court on facts. Therefore,



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when the first appellant court reverses the findings of the Trial Court, particularly findings rendered upon appreciation of oral evidence, it is required to independently analyze the evidence and assign reasons for disagreeing with the conclusions reached by the Trial Court. At this juncture, it is relevant to mention Order XLI Rule 31 of the Code of Civil Procedure which lists out the mandates that the judgment of the First Appellate Court should contain is extracted under:

“31. Contents, date and signature of judgment - The judgment of the Appellate Court shall be in writing and shall state-

- (a) the points for determination;*
- (b) the decision thereon;*
- (c) the reasons for the decision; and*
- (d) where the decree appealed from is reversed or varied, the relief to which the appellant is entitled, and shall at the time that it is pronounced be signed and dated by the Judge or by the Judges concurring therein.”*

18. First appellate Court accepted the evidence regarding prior partition and separate enjoyment of the properties by defendants 1 and 2. When the first appellant court arrived at such findings, the crucial question that arose for determination was whether Ex.A1 could still be specifically enforced against the first defendant alone. This constituted the main issue



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in this appeal. However, the judgment of the First Appellate Court does not disclose any independent point for determination on this aspect.

19.The first appellate Court has granted a decree against the first defendant primarily on the basis that his signature stood proved. Proof of signature was only one aspect of the matter. The judgment of the First Appellate Court does not contain a reasoned discussion on these issues.

20.With regard to the issue of part performance of contract, it is well settled principle that the protection under section 53A of the Transfer of Property Act can be invoked only when there exists a valid written contract for the immovable property, signed by the transferor, from which the terms necessary to constitute the transfer and possession

21.At this juncture, it is relevant to refer the judgment of the Hon'ble Supreme Court in *Giriyappa & Anr. v. Kamalamma & Ors.* [2024 INSC 1043], wherein it has been held that to claim protection under Section 53A of TPA, the transferee must prove the existence of a written agreement signed by the transferor. The Hon'ble Court reiterated that mere possession without proving the agreement's existence is insufficient to



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invoke the provisions of Section 53A, which is extracted hereunder :

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“13. Section 53-A of the Transfer of Property Act was inserted partly to set at rest the conflict of views in this country, but principally for the protection of ignorant transferees who take possession or spend money in improvements relying on documents which are ineffective as transfers or on contracts which cannot be proved for want of registration. The effect of this section, is to relax the strict provisions of the Transfer of Property Act and the Registration Act in favour of transferees in order to allow the defence of part performance to be established

14. Section 53-A is an exception to the provisions which require a contract to be in writing and registered and which bar proof of such contract by any other evidence. Consequently, the exception must be strictly construed.”

22.By applying the ratio laid down by the Hon'ble Supreme Court, in the case on hand, the first appellate court has recorded that the plaintiff was in possession of the suit property even before the agreement. Even assuming the possession, according to Section 53A of TPA, the doctrine of part performance only applies when a buyer takes possession of a property and fulfills their payment obligations. When both the courts below have found that the recital regarding the family management was an interpolation, and the second defendant was not bound under the said



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agreement in question as the properties stood partitioned long before execution of Ex.A1. In this case, the appellate Court failed to appreciate that proof of possession cannot substitute proof of a valid contract and possession cannot cure defects affecting the enforceability of the agreement itself.

23.It is pertinent to mention that Section 12 of the Specific Relief Act applies when the vendor has title only to the part of the property agreed to be sold, and the vendee is willing to take that part. At this juncture, it is relevant to cite section 12 of the Specific Relief Act.

“12. Specific performance of part of contract.—

(1) Except as otherwise hereinafter provided in this section, the court shall not direct the specific performance of a part of a contract.

(2) Where a party to a contract is unable to perform the whole of his part of it, but the part which must be left unperformed be a only a small proportion to the whole in value and admits of compensation in money, the court may, at the suit of either party, direct the specific performance of so much of the contract as can be performed, and award compensation in money for the deficiency.

(3) Where a party to a contract is unable to



perform the whole of his part of it, and the part which must be left unperformed either—

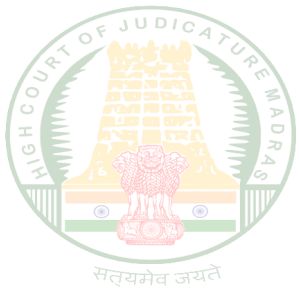
(a) forms a considerable part of the whole, though admitting of compensation in money; or

(b) does not admit of compensation in money; he is not entitled to obtain a decree for specific performance; but the court may, at the suit of the other party, direct the party in default to perform specifically so much of his part of the contract as he can perform, if the other party—

(i) in a case falling under clause (a), pays or has paid the agreed consideration for the whole of the contract reduced by the consideration for the part which must be left unperformed and in a case falling under clause (b) 2 [pays or has paid] the consideration for the whole of the contract without any abatement; and

(ii) in either case, relinquishes all claims to the performance of the remaining part of the contract and all right to compensation, either for the deficiency or for the loss or damage sustained by him through the default of the defendant.

(4) When a part of a contract which, taken by itself, can and ought to be specifically performed, stands on a separate and independent footing from another part of the same contract which cannot or ought not to be specifically performed, the court may direct specific



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performance of the former part. Explanation.—For the purposes of this section, a party to a contract shall be deemed to be unable to perform the whole of his part of it if a portion of its subject-matter existing at the date of the contract has ceased to exist at the time of its performance.”

It is also relevant to refer the case of the Hon'ble Apex Court in *Vijay Prabhu Versus S.T. Lajapathie & Ors.* [2025 INSC 52], wherein it has been held as under :-

*“13. The power to grant partial relief, from the very language of 6 Section 12(3) of the Act is discretionary with the court to be exercised keeping in view the facts and circumstances of each case and the rights and interests of the parties involved. **Section 12(3) of the Act can be invoked only where the terms of contract permit segregation of rights and interests of parties in the property”***

By applying the above legal proposition, the Court shall not direct the specific performance of the part of a contract and the exception is mentioned under section 12(3) which can be invoked when the plaintiff gave specifically seeks the enforcement of such part of the contract as can be performed and relinquished all the claims in respect of the remaining portion and the plaintiff must elect to take the available portion and such



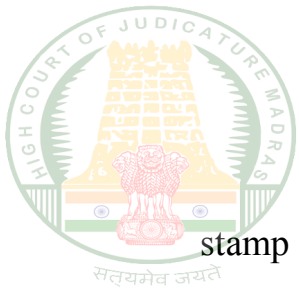
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case must be necessarily be in the pleadings.

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24.It is seen from the pleadings of the plaintiff, they have mentioned as to the 1st and 2nd defendant are jointly owned the suit properties and the first defendant acted as the family manager and both the defendants have jointly entered into the agreement (Ex.A1) and the plaintiff never pleaded in their plaint as they seek to enforce the agreement only against the 1st defendant for his separate property as contemplated under section 12(3) of the Specific Relief Act. Both Courts below have found that the partition has already taken place and the 1st defendant is not the family manager so the second defendant will not be bound by the agreement (Ex.A1). On failing to prove the case pleaded, the plaintiff could not seek a decree on a different basis by treating sale agreement (Ex.A1) as enforceable against the first defendant's separate share alone.

25.P.W.1 admits that the first defendant has not executed the agreement for himself and on behalf of the second defendant. He further admits that the properties are standing in the name of the first defendant and second defendant separately as per revenue records. P.W.2 deposed that the stamp papers was purchased by P.W.1. But P.W.1 deposed that the



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stamp papers was purchased four months before itself in the name of Govindammal by his brother. In this regard, P.W.2 deposed that this document was executed in the stamp papers purchased in the names of the plaintiffs. These contradictions create doubt about the document. P.W.3, who is scribe, deposed that he wrote sale deed and he is unaware about the sale agreement and no money was paid and accepted before him. He also deposed that there was a dispute with regard to the payment of money upon which the first defendant kept the money back and left the place. P.W.3 in his cross examination categorically admits that Ex.A1 contains interpolation and even when the plaintiff side treated him as hostile witness and cross-examined him, he stood by his version.

26.Courts below found that there is a doubt arise about Ex.A1 whether it is sale deed or sale agreement and also found there are interpolation in it. Consider the same aspect, the learned trial Court refused to grant the relief of specific performance. The Courts below had found from the recitals in Ex.A1, ie., sale deed. But the first appellate Court relied upon the last portion of the deed to infer that in can be viewed as an agreement. In this regard, relief is granted by the first appellate Court directing the first defendant to execute a sale deed in respect of his



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separate properties would not flow from the recitals of Ex.A1 document.

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From the recitals of Ex.A1, it reveals that the first and second defendants have undertaken to register Ex.A1. But that is only possible if the second defendant also can be held to be bound by Ex.A1 or if it is found that the first defendant has the capacity to act as the joint family manager. In this regard, Courts below found against the plaintiff on the above aspects. Then, the first appellate Court ought to have denied the relief on the ground that Ex.A1 document is incomplete and unenforceable.

27.From the pleading of the plaint, it reveals that there is no specific averment with regard to the readiness and willingness of the plaintiff for over the period of 7 years. There is no explanation as to why Ex.A1 was not immediately registered, which creates a reasonable doubt about the case of the plaintiff. The first appellate Court did not consider the aspect of readiness and willingness or the question of limitation.

28.It is not the specific case of the plaintiff that the first defendant held certain properties and the second defendant owned other properties and they have entered into an agreement to sell their respective properties and only in the event of such a case being pleaded in the plaint according



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to legal requirements and proved during the evidence, the first appellate

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substantial questions of law are answered, accordingly.

29.In the result, the second appeal is allowed and the judgment and decree passed in A.S.No.94 of 2003 on the file of the Sub Court, Trichy, is set aside and the judgment and decree in O.S.No.245 of 2000 dated 04.03.2003 on the file of the District Munsif Court, Musiri is confirmed.

No costs.

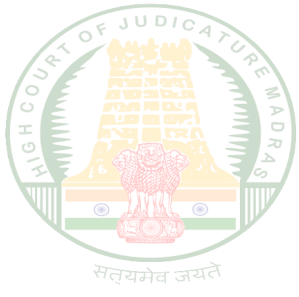
24.06.2026

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Jvm/gns

To

1.The Sub Court, Trichy

2.The District Munsif Court, Musiri



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S.A.(MD)No.317 of 2006

M.JOTHIRAMAN, J.

Jvm/gns

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24.06.2026