

A.S(MD)No.2 of 2014

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on : 09.02.2026

Pronounced on : 29.04.2026

CORAM

THE HONOURABLE MR.JUSTICE P.VADAMALAI

A.S(MD)No.2 of 2014

and

M.P(MD)No.1 of 2014

S.R.Murugan @ Naveen S.R.Prabhu,
S/o.S.R.Rathinasamy Nadar,
Naits Road, Kodaikkanal Town,
Kodaikkanal,
Dindigul District.

... Appellant/Plaintiff

Vs.

1.P.Rajendran,
S/o.Ponnambala Nadar,
Konathuvilaikuthan Veedu,
Kalpulam Circle,
Kanyakumari District.

2.P.Gopi,
S/o.Ponnambala Nadar,
Konathuvilaikuthan Veedu,
Kalpulam Circle,
Kanyakumari District.

...Respondents/Defendants

*(1st Respondent represented by Power Agent
P.Gopi/2nd Respondent herein)*



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PRAYER:- This Appeal Suit is filed under Section 96 of the Civil Procedure Code, against the judgment and decree, dated 29.06.2009 in O.S.No.128 of 2004 on the file of the Fast Track Court, Dindigul.

For Appellant : Mr.S.Vinayak

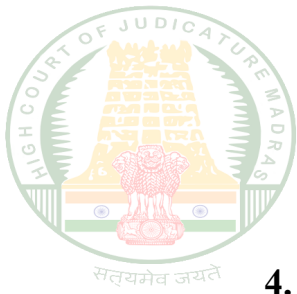
For Respondents : Mr.V.R.Venkatesan

JUDGMENT

This Appeal Suit is directed against the judgment and decree, dated 29.06.2009 made in O.S.No.128 of 2004 on the file of the Fast Track Court, Dindigul.

2.The appellant is the plaintiff in O.S.No.128 of 2004 on the file of the Fast Track Court, Dindigul. The respondents are the defendants in that suit. The suit is filed for the relief of specific performance.

3.For the sake of convenience, the parties are referred to as per their rank before the trial Court.



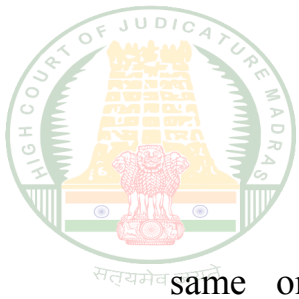
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4. The brief facts are as below:

(a) The case of the plaintiff (appellant herein):-

The suit properties are absolute properties of the defendants, who are brothers. The 2nd defendant, for himself and as the power agent of the 1st defendant, agreed to sell the suit properties to the plaintiff for a total consideration of Rs.5,50,000/- and executed a sale agreement, dated 24.05.2002, in favour of the plaintiff. The defendants received Rs.5,00,000/- from the plaintiff as advance. The plaintiff should pay the balance of Rs.50,000/- and get the sale deed executed within six months. The defendants have also admitted to handing over the possession of the suit properties along with the trees therein. As the original sale deeds of the defendants were lost, the defendants agreed to prepare certified copies of those deeds and then execute the sale deed. The plaintiff has always been ready and willing to perform his part of the contract. The plaintiff asked the defendants to perform their part of the contract on receipt of the balance sale consideration. The defendants have been evading execution of the sale deed. The plaintiff sent a legal notice, dated 20.11.2002, to the defendants calling upon them to come to the Sub Registrar Office, Kodaikanal, to register the sale deed. The defendants evaded the receipt of the notice and managed to return the



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same on 03.12.2002. Hence, the plaintiff filed the suit for specific performance.

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(b) The case of the defendants (respondents herein):-

The plaintiff has falsely stated that the defendants executed the sale agreement in favour of the plaintiff for selling the suit properties for Rs.5,50,000/- and paid Rs.5,00,000/-. The alleged legal notice and telegram are not known to the defendants and they might have been prepared later for this suit. The 2nd defendant was doing timber business. He knew one Sanjeevi for the past 10 years. The 1st defendant borrowed Rs.4,00,000/- from Sanjeevi and repaid Rs.2,25,000/- and the balance Rs.1,75,000/- has to be paid to him. The said Sanjeevi demanded the balance loan from the defendants. The defendants said that they had no sufficient money and they wanted further loan of Rs.3,50,000/-. Hence, the said Sanjeevi and one Kathiresan told the defendants to approach the plaintiff and could obtain a loan of Rs.5,00,000/- by executing a sale agreement in respect of the suit property as security. Hence, the defendants obtained a loan of Rs.5,00,000/- from the plaintiff and executed a sale agreement for security purposes only. The plaintiff agreed to cancel the same on repayment of the loan amount. There are a number of trees



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valued at Rs.60 lakhs, and so the value of suit property is more than Rs.75 lakhs. The defendants never executed a sale agreement for selling the suit properties with trees to the plaintiff for the alleged meagre amount. Hence, the plaintiff is not entitled to the relief of specific performance and the suit is liable to be dismissed.

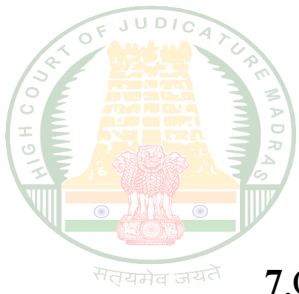
5.The trial Court framed the following issues upon the pleadings of both parties.

(1) Whether the plaintiff is entitled to the relief of specific performance of the contract as prayed for?

(2) Whether the defendants have executed a sale agreement on compulsion as a charge for the loan obtained by them?

(3) To what other relief, the plaintiff is entitled?

6.During the trial, the plaintiff has examined two witnesses as P.W.1 and P.W.2 and marked five exhibits as Ex.A.1 to Ex.A.5. On the defendants' side, three witnesses were examined as D.W.1 to D.W.3 and three exhibits were marked as Ex.B.1 to Ex.B.3.



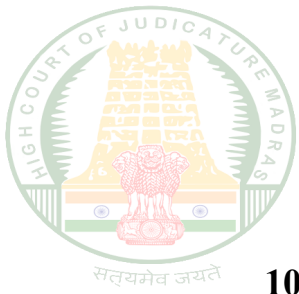
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7. On appreciation of evidence and the submissions made on behalf of the parties, the trial Court has concluded that the plaintiff is not entitled for specific performance, however it granted alternative relief directing the defendants to pay Rs.5,00,000/- to the plaintiff with interest at the rate of 12% p.a. from the date of the suit till the realization creating charge over the suit properties by its judgment and decree, dated 29.06.2009.

8. The judgment and decree of the trial Court, dated 29.06.2009, is under challenge in this appeal.

9. Both parties have argued at length. On hearing both sides and on perusing the material records along with the grounds of appeal, the plaintiff's case is that the defendants have entered into a valid registered sale agreement in respect of suit properties whereas the defendants' case is that they have not executed the alleged sale agreement for actual sale of suit property as it fetches more value than the alleged sale consideration and the said agreement was executed only as security for the loan obtained from plaintiff.



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10. The points for consideration in this appeal are;

1) Whether the suit sale agreement was executed for the sale of suit property according to the plaintiff, or the same was executed only as security for a loan obtained, as contended by the defendants?

2) Whether the trial Court erred in dismissing the suit, thereby the finding of the trial Court is liable to be set aside?

3) Whether the present appeal is to be allowed?

Point Nos.1 to 3:

11.The learned counsel for the appellant/plaintiff submitted that the plaintiff and the defendants have entered into a registered sale agreement in respect of the suit property for a total sale consideration of Rs.5,50,000/-, out of which the plaintiff paid Rs.5,00,000/- as an advance. As the defendants said that the parent deeds were missing, and that they would trace out, and the sale would be executed within six months on receipt of the balance sale consideration of Rs.50,000/-. These terms were specifically stated in the sale agreement itself. The defendants agitated the sale agreement and stated that they had executed the sale agreement only as security for a loan obtained by



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them. The defendants further contended that the plaintiff filed the suit after one year after the issuance of legal notice, so the plaintiff was not ready and willing to perform his part of contract. The trial Court observed that though numerous large trees are standing in the suit property, which are worth about Rs.75 lakhs, the agreement for sale of Rs.5,50,000/- was not intended for sale and thereby held that the sale agreement is only for the security of the loan. It is not the job of the trial Court to value trees. The 2nd defendant, as D.W.1, in his cross examination clearly admitted that the plaintiff and the defendants executed a sale agreement inclusive of trees. D.W.1 has not specifically denied that it is not a sale agreement. In the Ex.A.1 sale agreement, it is clearly mentioned as a sale and not as a loan. D.W.1 has also admitted that the standing trees were included in the sale agreement of the suit property and also admitted that he purchased the suit properties with trees for Rs.1,75,000/- in the year 1993. The sale agreement was executed in the year 2002 for Rs.5,50,000/-. The defendants have not produced any document to show the value of the trees that stand in the suit properties. Moreover, an interlocutory application in I.A.No.36 of 2007 was filed to fix the value of trees. That application was dismissed after hearing both sides. Against the dismissal of that petition, the defendants have not preferred any appeal.



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12.The learned counsel for the appellant has further argued that D.W.2 - Tr.Kathiresan is a partner of the defendants; he also gave evidence that the plaintiff and D.W.1 entered into a sale agreement in which he signed as a witness. D.W.2 clearly admitted that the nature of the transaction as a loan could only be disclosed if the said Sanjeevi is examined. But, the said Sanjeevi was not examined by the defendants. Moreover, the plaintiff issued a legal notice specifically mentioning about the sale agreement and also issued a telegram, for which the defendants have not sent any reply. The defendants only took a plea of loan in the written statement as an after thought. The defendants marked documents which are subsequent to the suit, so they cannot be given any weight. Since a major portion of the sale consideration was paid and accepted, time is not the essence of the contract. The six months of time was agreed upon, as the defendants told that the original parental deeds were missing and to trace out the same, they sought time. But the trial Court erred in holding that six months for the remaining payment of Rs.50,000/- constituted a delay. The conduct of the defendants also has to be looked into by the Court. Without considering these material facts, the trial Court erred in not granting the main relief of specific performance, but only granted alternative relief. The plaintiff issued a legal notice within six months and filed the suit

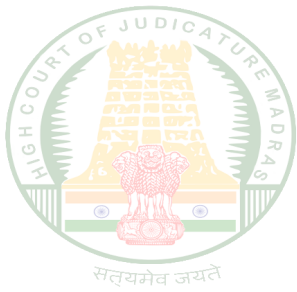


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within three years. The plaintiff has also deposited the balance sale consideration. The plaintiff has proved readiness and willingness. The plaintiffs' counsel made a reply argument that the 2nd defendant/DW1 admitted the receipt of legal notice, but has not chosen to send any reply to the legal notice. Hence, the defendants had knowledge of the legal notice. Therefore, the plaintiff proved the issuance of the legal notice. The plaintiff has also established his readiness and willingness. Hence, the plaintiff is entitled to discretionary relief of specific performance. Merely because an alternative relief is available the main prayer cannot be refused when the plaintiff has established the execution and contents of the sale agreement. The plaintiff has established his case and hence he is entitled to the main relief of specific performance. Therefore, the trial Court's judgment and decree have to be set aside. The learned counsel for the appellant has also filed his written arguments.

13.In support of his arguments, the learned counsel for the appellant has relied on the ruling reported in **2017 (7) MLJ 513 (N.Venugopal and Anr. vs. N.D.Sukumar and Ors.)**, wherein the Division Bench of the Principal Seat of this Court held in paragraph Nos.19 and 20 as follows:



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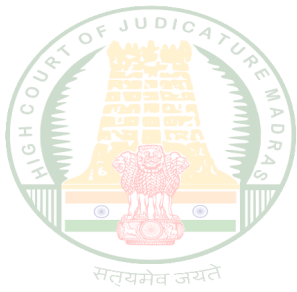
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“19.The learned counsel appearing for the respondents/plaintiffs has relied upon following decisions:

i) Silvey and Others Vs. Arun Varghese and Another reported in (2008) 11 SCC 45, wherein at paragraph 14 it is observed that conduct of the defendant cannot be ignored while weighing the question of exercise of discretion for decreeing or denying a decree for specific performance.

ii) Zarina Siddiqui Vs. A.Ramalingam alias R.Amarnathan reported in (2015) 1 SCC 705, wherein at Paragraph No.33, Hon'ble Supreme Court has observed as follows:

“33.The equitable discretion to grant or not to grant a relief for specific performance also depends upon the conduct of the parties. The necessary ingredient has to be proved and established by the plaintiff so that discretion would be exercised judiciously in favour of the plaintiff. At the same time, if the defendant does not come with clean hands and suppresses material facts and evidence and misleads the court then such discretion should not be exercised by refusing to grant specific performance.”



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20.From a conjoint reading of the decisions referred to supra, it is easily discernible that in a suit for specific performance the conduct of the defendant must also be looked into. In the instant case as stated earlier, after giving a Power of Attorney Deed for changing the classification of the suit property, abruptly the defendants have cancelled the same and after receipt of subsequent payments, the second defendant has taken a different stand. Therefore, it is needless to say that the defendants have adopted a vulnerable conduct in the instant case.”

14. Per contra, the learned counsel for the respondents/defendants has argued that Ex.A.1 - Sale agreement is not a genuine agreement; it was executed only for a loan transaction. The trial Court has also concluded that the sale agreement was executed only for a loan based on the evidence of both sides. The plaintiff filed an amendment petition after deposition of evidence to amend the reliefs by adding an alternative relief. The suit property is 8.37 acres in which 182 trees are lying. The defendants marked Ex.B.1 to show the number of trees. Ex.B.1 was issued by the Coffee Board. So, the suit properties with trees would fetch Rs.75 lakhs. The attesor/D.W.2 has stated in his



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evidence that the plaintiff paid only Rs.1,85,000/-. The plaintiff has failed to prove the issuance of a legal notice and telegram. The plaintiff has not proved readiness and willingness. D.W.2 - Kathiresan has clearly deposed that the plaintiff paid only Rs.1,85,000/- as a loan. Therefore, Ex.A.1 - Sale agreement was executed only to serve as security for a loan. The trial Court has correctly considered the evidence and correctly held that the sale agreement was executed only as security for a loan, hence it rightly granted the alternative relief. The plaintiff has not proved his readiness and willingness. D.W.1 and D.W.2 gave evidence supporting the defendants' case. The Court has to consider the facts and circumstances of each case. The trial Court has properly appreciated the evidence of both sides. The findings of the Court below need not be set aside. Therefore, the appeal may be dismissed.

15. I have carefully considered the arguments of both sides along with the material records of the case. The main dispute between the parties is in respect of Ex.A.1 - Sale agreement. It is the case of the plaintiff that the defendants executed Ex.A.1 - Sale agreement for sale of the suit properties for a sale consideration of Rs.5,50,000/-, out of which Rs.5,00,000/- was paid as advance and since the original parent deeds were stated to be missing, six



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months were given for paying the balance sale consideration. It is the specific case of the defendants that Ex.A1 - Sale agreement is only meant for a loan transaction. The plaintiff examined himself as P.W.1 and deposed in support of his case. The 2nd defendant was examined as D.W.1. During cross examination by the plaintiff's side, D.W.1 admitted that he had executed Ex.A.1 - Sale agreement as the power agent of his brother, the 1st defendant and he did not specifically state that Ex.A.1 was executed as security for a loan. D.W.1 has deposed as follows:-

“வா.சா.ஆ.1ல் நானும் வாதியும் எழுதிக்கொண்ட கிரைய ஒப்பந்தமாகும்... நான் கிரைய ஒப்பந்தம் என் சகோதரரின் அதிகாரம் பெற்ற முகவர் என்ற நிலையில் எழுதிக்கொடுத்து இருக்கிறேன். இதில் ரூ.5,50,000/- கிரைய தொகை என்று காட்டப்பட்டு ரூ.5,00,000/- முன் பணம் பெற்றுக்கொண்டதாக காட்டப்பட்டுள்ளது.”

16.From the above evidence, the defendants clearly admitted that the agreement is only for sale and not for loan. Moreover, the defendants have not established about the said loan transaction. The defendants attempted to link the loan transaction to one Sanjeevi, with whom they had business and loan transactions. The defendants have also pleaded that the said Sanjeevi and



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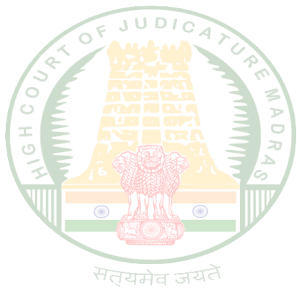
Kathiresan (DW.2) introduced the plaintiff and Sanjeevi alone asked for a loan from the plaintiff on behalf of the defendants. Unfortunately, the defendants have not examined the said Sanjeevi to prove the loan transaction. Even D.W.2 clearly stated in his evidence that

“வாதியும் கோபி சகோதரர்கள் சேர்ந்து ஒரு கிரைய ஒப்பந்தம் எழுதி இருக்கிறார்கள். அதில் நான் சாட்சி கையெழுத்து செய்து இருக்கிறேன். ... சஞ்சீவை விசாரித்தால்தான் பணம் கொடுத்தாரா என்று தெரியும்.”

The defendants stated that D.W.2 is a partner of the defendants and he also admitted that the details regarding the payment could only be disclosed if Sanjeevi is examined.

17.It is pertinent to note here that Ex.A.1 - Sale agreement is a registered one. Therefore, as guided by the settled legal principle that a document is presumed to be genuine if the same is registered, as held by the Hon'ble Supreme Court in **Prem Singh and Ors. v. Birbal and Ors.** The relevant portion of the said decision reads as follows:

“27. There is a presumption that a registered document is validly executed. A registered



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document, therefore, prima facie would be valid in law. The onus of proof, thus, would be on a person who leads evidence to rebut the presumption. In the instant case, Respondent 1 has not been able to rebut the said presumption.”

(emphasis supplied)

18.The defendants are businessmen, so there is no reason for the defendants to execute a sale agreement merely as security towards a loan. Moreover, D.W.1 clearly admitted that he executed Ex.A.1 as a sale agreement and acknowledged the receipt of Rs.5,00,000/-. Therefore, the defendants admitted that they executed a sale agreement and received Rs.5,00,000/- as an advance from the sale consideration of Rs.5,50,000/-. The contents of the agreement are also admitted. Therefore, Ex.A.1 is a genuine one and the observation of the trial Court that Ex.A.1 came to be executed towards the loan is perverse and the same is not acceptable.

19.Once the execution of the agreement of sale and the receipt of the substantial amount towards the sale consideration are established, there is nothing more to be proved by the agreement holder to establish his readiness and willingness to perform his part of the contract. However, on perusal of the



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records, the plaintiff has issued legal notices and a telegram to the defendants, which are specifically admitted by the defendants. D.W.1 clearly stated in his evidence that

“ராஜேந்திரன் என்பவர் கன்னினயாகுமரியில் இருக்கிறார். அவரின் விலாசம் சரிதான். என்னுடைய தம்பிக்கு ஒரு நகல் அனுப்பப்பட்டது. அதை வாங்கி இருக்கிறார். அவர் வாங்கிய பின்பு தபாலின் அறிவிப்பு வந்ததும், தந்தியின் அறிவிப்பு வந்ததையும் தெரிவித்தார்”.

So, the defendants had full knowledge of the legal notice and telegram. But, they have not sent any reply notice. In a case of specific performance, pre-legal notice cannot be expected and non-issuance of pre-suit notice cannot be presumed against the plaintiff. However, in this case, the plaintiff issued a legal notice and telegram. In a suit for specific performance, even the conduct of the defendants should be taken into consideration by the Court while exercising its discretion, as rightly relied on by the plaintiff's side ruling reported in **(2017) 7 MLJ 513** (stated supra).

20.As already stated supra, it is established by the plaintiff that the plaintiff and defendants entered into a sale agreement, dated 24.05.2002, which is a registered one, for the sale of the suit properties. The Sale



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consideration was fixed at Rs.5,50,000/-. The defendant received an advance of Rs.5,00,000/-. In the sale agreement, six months time was fixed for completion of the sale. It is the case of the plaintiff that the defendants stated that the original parent deed was misplaced and so, they sought six months time and hence, the balance of Rs.50,000/- was withheld. The defendants have not placed any contrary evidence or material, so the aforesaid version of the plaintiff is accepted.

21. There is no dispute that within six months of time, the plaintiff issued Ex.A.3 - Legal notice and Ex.A.5 - Telegram. Since there was no reply from the defendants' side, the plaintiff has filed the suit on 19.12.2003. The plaintiff stated that he has deposited the balance sale consideration of Rs.50,000/- into the Court, which is not denied by the defendants. As per the decision reported in **(2017) 4 Supreme Court Cases 654 “A.Kanthamaniu/v/ Nasreen Ahmed”** “it is not necessary for the plaintiff to produce the money or vouch a concluded scheme for financing the transaction to prove his readiness and willingness, muchless a purchaser need not prove possession of sufficient money for financing the transaction during stipulated period. In this case, the defendants admitted the execution of the sale agreement and also the receipt of



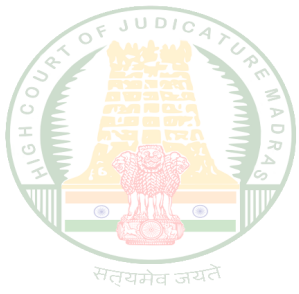
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an advance of a substantial amount. A brother Judge of this Court has already held in **S.A.No.526 of 2015** in his judgment, dated 25.04.2022 that “*in a case where the entire sale consideration has been paid by the agreement holder and he has approached the Court within a reasonable time after failing in his attempt to get the sale deed executed in his favour by the vendor, readiness and willingness must be held to have been proved by the agreement holder*” following the decision of the Hon’ble Supreme Court.

22.The Hon’ble Supreme Court in ***P.Ramasubbamma Vs. V. Vijayalakshmi & Ors.***, Civil Appeal No.2095 of 2022, dated 11.4.2022 rendered and the relevant paragraph is extracted hereunder:

“5.2 Considering the fact that original defendant No. 1 –vendor – original owner admitted the execution of agreement to sell dated 12.04.2005 and even admitted the receipt of substantial advance sale consideration, the learned Trial Court decreed the suit for specific performance of agreement to sell dated 12.04.2005. Once the execution of agreement to sell and the payment/receipt of advance substantial sale consideration was admitted by the vendor,



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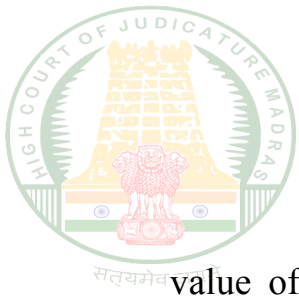


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thereafter nothing further was required to be proved by the plaintiff – vendee. Therefore, as such the learned Trial Court rightly decreed the suit for specific performance of agreement to sell. The High Court, was not required to go into the aspect of the execution of the agreement to sell and the payment/receipt of substantial advance sale consideration, once the vendor had specifically admitted the execution of the agreement to sell and receipt of the advance sale consideration; thereafter no further evidence and/or proof was required.”

Moreover, the Five Bench of the Hon’ble Supreme Court held in **(1993) 1 Supreme Court Cases 519** that if the contract relates to the sale of immovable property, it would normally be presumed that time was not the essence of the contract. Therefore, from the above facts and circumstances, the plaintiff has established his readiness and willingness to perform his part of the contract and the trial Court has not correctly appreciated the evidence.

23.The defendants’ plea is that there are 182 trees standing in the suit properties, and so, the suit property would have a value of Rs.75 lakhs and the



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value of the sale consideration of Rs.5,50,000/- is very meagre and hence, Ex.A.1 is not for the sale of the suit properties. On perusal of records, D.W.1 has admitted in his cross examination as

“இச்சொத்ததை நாங்கள் 1993ஆம் ஆண்டு வாங்கினோம். ரூ.1,75,000/- வாங்கினோம். அப்போதும் மரங்களுடன் சேர்த்துதான் வாங்கினோம். 1993ல் வாங்கிய அதை சொத்தை தான் கிரைய ஒப்புந்தம் செய்தோம்... அவைகளின் மதிப்பை காட்டிட சான்றிதழ் தாக்கல் செய்யவில்லை. ஆவணங்களில் மரங்கள் மதிப்பு போடவில்லை.....” .

The sale agreement is of the year 2002. The sale consideration was fixed at Rs.5,50,000/-, which is more than three times that of Rs.1,75,000/-. So, the plaintiff's counsel submits that the sale consideration is a reasonable and acceptable one. The trial Court, without considering the above evidence, has observed on its own, without any basic material or evidence, that the suit property would have a value of Rs.75 lakhs, as contended by the defendants, which is an error.

24.It is also a general principle that the sale consideration amount, though lesser than the actual value can be agreed between vendor and vendee, in which the court can do nothing or make any interference or cannot travel



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beyond the scope of the agreement, as rightly argued by the plaintiffs' counsel.

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Therefore, the finding of the trial Court is only an assumption in the absence of any concrete proof. It is also pertinent to note here that the petition in I.A.No.36 of 2007 was filed for fixing the value of trees, that petition was dismissed. The defendants have not preferred any appeal against the dismissal of I.A.No.36 of 2007. Therefore, the value of the sale consideration is a correct and acceptable one.

25.It is admitted by both sides that there is no other default clause in the sale agreement if the sale is not completed within six months. Fortunately, the plaintiff issued notice Ex.A.3 to the defendants within six months. Whereas, on perusal of case records, it is clear that the defendants have not taken any coercive steps either before the expiry of six months or on expiry of six months to terminate the sale agreement if the plaintiff does not complete the sale within the stipulated period. From the above facts and circumstances, time is not the essence of the contract in respect of this case. Moreover, it is a well-settled position of law that *“Time is not the essence of the contract in the case of immovable properties, unless there are grounds to hold to the contrary.”* It is also a settled principle of law that, in respect of specific



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performance, each case has to be considered upon available evidence on record of that case. Therefore, this Court is of the considered view that time is not the essence of the contract in the case on hand.

26. The trial Court has not correctly appreciated the evidence adduced on both sides, and after considering the arguments and citations relied on by both sides, the trial Court incorrectly held that the appellant/plaintiff has not proved the case for the discretionary relief of specific performance. Therefore, the points are answered in favour of the appellant/plaintiff. For all these reasons, the judgment and decree of the trial Court is not sustainable in law and the same needs interference by way of this appeal. Thus, the appeal succeeds.

27. In the result, this Appeal Suit is allowed. The judgment and decree, dated 29.06.2009 made in O.S.No.128 of 2004 on the file of the Fast Track Court, Dindigul, is set aside. The suit in O.S.No.128 of 2004 on the file of the Fast Track Court, Dindigul, is decreed and the plaintiff is entitled to the main relief of specific performance. The defendants are directed to execute the sale deed within two months on receipt of the balance sale consideration deposited into the Court, failing which the plaintiff is at liberty to get the sale deed



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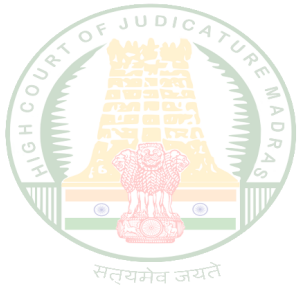
executed by the Court on behalf of the defendants on filing a proper execution petition. No costs. Consequently, the connected Miscellaneous Petition is closed.

29.04.2026

NCC : Yes / No
Internet : Yes / No
Index : Yes / No
VSD

To

- 1.The Fast Track Court,
Dindigul.
- 2.The Record Keeper,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.



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A.S(MD)No.2 of 2014

P.VADAMALAI, J.

VSD

**Pre-Delivery Judgment made in
A.S(MD)No.2 of 2014
and
M.P(MD)No.1 of 2014**

29.04.2026