



A.S.No.584 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.S.SUNDAR

AND

THE HONOURABLE MR.JUSTICE P.B.BALAJI

A.S.No.584 of 2013
&
C.M.P.No.1398 and 2165 of 2023

Rajakantham

.. Appellant

Vs.

- 1.Subbiah (died)
- 2.Murugesan
- 3.S.Chandravathi @ Chandra @ Sandira
- 4.Sivagamy
- 5.Souganthy
- 6.S.Mourouguessin
- 7.S.Arounassalam
- 8.S.Vairamany Dit Djeapregassam



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.. Respondents

9.Mandjoula @ Manjula
R1 died, R3 to R9 are
brought on record as LR's of deceased
1st respondent viz., Subbiah,
vide order of Court dated 02.01.2023
made in C.M.P.No.14157 of 2022
in A.S.No.584 of 2013

Prayer:- Appeal Suit filed under Section 96 of Code of Civil Procedure
against the judgment and decree dated 29.07.2013 made in O.S.No.10 of
2009 on the file of the II Additional District Court, Tindivanam.

For Appellant : Mr.Elephant G Rajendran

For Respondents : Mr.T.Saikrishnan, for R2 to 5, R7 to 9

JUDGMENT

(Judgment of the Court was made by S.S.SUNDAR,J.)

The plaintiff in the suit in OS.No.10/2009 on the file of the II
Additional District Court, Tindivanam, is the appellant in this appeal.

2. The appellant filed the suit in OS.No.10/2009 on the file of the II
Additional District Court, Tindivanam [Originally OS.No.93/2008 on the
file of the District Court, Villupuram] for specific performance of an
Agreement of Sale dated 31.10.2007 executed by the respondents in favour



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of the appellant herein.

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3. Brief facts that are set out in the plaint in O.S.No.10 of 2009 are as follows:-

The suit properties belonged to the 1st defendant, who entered into an agreement with the plaintiff to sell the same for a total sale consideration of Rs.37,50,000/-. An amount of Rs.1,10,000/- was paid as advance on the date of agreement viz., 31.10.2007 and the 1st defendant has agreed to execute the sale deed within three months, in favour of plaintiff. After the agreement, the defendants 1 and 2 requested the plaintiff to exclude an extent of 1 acre and 48 cents situated at Pettai and another item measuring an extent of 33 cents in Enangadu village from the agreement and the 1st defendant promised that he would execute the sale deed for the remaining properties at the rate of Rs.3,75,000/- per acre within the stipulated time. The 2nd defendant also wrote in his own handwriting as to the exclusion of 1 acre and 81 cents out of the total extent of lands agreed to be sold. The 2nd defendant also attested the agreement at the time of execution of agreement. Though first defendant informed the plaintiff that he would execute the sale deed in the first week of January 2008 he did not kept up



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his word. The plaintiff issued a legal notice on 24.01.2008 calling upon the defendants to come and execute the sale deed and again issued two notices on 30.01.2008 and 01.02.2008 calling upon the defendants to come to the Registrar's office and execute the sale deed. The plaintiff was waiting in the Sub Registrar's office on all occasions expecting the defendants to come and execute the sale deed. In the legal notice dated 01.02.2008, the plaintiff informed the Sub Registrar not to register any document if presented by 1st defendant. Thereafter another notice was issued on 01.03.2008 along with a cheque dated 01.03.2008. However, the defendants sent a reply on 23.02.2008 stating that the sale agreement is fabricated by utilizing the signature of the defendant, obtained in blank stamp papers at the time of borrowing money to the tune of Rs.1,25,000/-. The first defendant repudiated the sale agreement by stating that he never intended to sell his property. Since the 1st defendant did not respond to any request of the plaintiff and the defendant came forward with a reply repudiating the contract, the plaintiff came forward with a suit for specific performance alleging that the plaintiff was willing to pay the balance in terms of the suit agreement.



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4. The 1st defendant filed a written statement specifically denying all the averments made in the plaint. It is the specific case of the 1st defendant that he required funds for settling a dispute with third parties and that the plaintiff agreed to help and only in that context the signatures of the defendants were obtained by the plaintiff in blank stamp papers and blank promissory notes. Since the defendants requested the plaintiff to advance a loan amount of Rs.1,25,000/-, it is stated that the plaintiff paid a sum of Rs.1,10,000/- after deducting a sum of Rs.15,000/- towards interest. It is stated by the 1st defendant that the suit agreement has been fabricated by utilising the blank stamp papers and other papers obtained from the defendant at the time of borrowing the said sum of Rs.1,25,000/-. The 1st defendant specifically stated that he is not a signatory in the type written version of the description of the property column. The 2nd defendant also filed an independent written statement denying the allegation in the plaint that he had written a portion of the suit agreement with regard to exclusion of certain lands in his own handwriting. It is also stated by the 2nd defendant that signature of the 2nd defendant was obtained when the plaintiff advanced the loan amount of Rs.1,10,000/- to his father and that the 2nd defendant also signed only in blank paper.



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5. The Trial Court framed the following issues:

1. Whether the 1st defendant executed the sale agreement dated 31.10.2007 with regard to the suit property and received an advance amount of Rs.1,10,000/- from the plaintiff?

2. Whether the plaintiff was ready and willing to perform his part of contract after paying the balance sale consideration?

3. Whether the plaintiff is entitled to get the sale deed executed from the 1st defendant after payment of balance sale consideration?

4. If the 1st defendant is not coming forward to execute the sale deed whether plaintiff is entitled to execute the deed through Court?

5. To what other relief the plaintiff is entitled to?

6. Before the Trial Court, plaintiff examined himself as P.W.1 and one, Mr.Kumaran was examined as P.W.2. On the side of the plaintiff, Exs.A1 to 28 were marked. The defendants examined themselves as D.W.1 and D.W.2 and no documents were marked.

7. On the first issue whether the 1st defendant executed the sale agreement dated 31.10.2007 and received the amount of Rs.1,10,000/- as



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advance from the plaintiff, the Trial Court elaborately considered the evidence in the light of a judgment of this Court in 1989 L.W. Page 119. After considering the evidence of P.W.1 during cross examination that he did not verify the title documents or encumbrance before entering into the sale agreement, that he did not enquire about the market price and the revenue documents to confirm that the suit property is standing in the name of 1st defendant and that the description of the property is found with discrepancies held that the suit agreement is not a bonafide sale transaction. Strangely, referring to the notice and reply notice, the Trial Court also held that the plaintiff was ready and willing to perform his part of contract.

8. However, while considering the other three issues of the case, the Trial Court held that the plaintiff is not entitled to specific performance and answered the issues against the plaintiff. The suit was dismissed by the Trial Court. Aggrieved by the same, the above Appeal is preferred by the plaintiff. During pendency of this Appeal, the 1st respondent died and respondents 3 to 9 were brought on record as legal representatives of 1st respondent.



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9. After getting several adjournments, the appellant filed an application in C.M.P.No.2165 of 2023 U/s. 45 of the Indian Evidence Act for sending the sale agreement dated 31.10.2007 marked as Ex.A1 in the suit in O.S.No.10 of 2009 along with the vakalat and written statement filed by the defendant for expert opinion to verify the handwriting and signature of the 2nd respondent/2nd defendant in this agreement. After going through the entire evidence, this Court examined this petition. From the counter affidavit filed by the respondents, it is seen that the appellant had filed I.A.Nos.13 and 14 of 2012 and the said applications were allowed on 28.06.2012 before the Trial Court. It is further stated that the 2nd respondent also gave his handwriting for expert opinion for comparison. However, it appears that the appellant has not even taken further steps to send the admitted handwriting of the 2nd respondent for comparison. Therefore, the appellant failed to get any expert opinion on account of his wilful negligence before Trial Court . It is the case of the plaintiff that the 2nd respondent has signed the document as attestator. However, the 2nd respondent denied his signature under the handwritten portion. He has not disputed the signature as an attesting witness as his evidence is specific that he and his father signed only in blank paper. From the document



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Ex.A1, this Court is unable to find any signature of the 2nd defendant under the subsequent endorsement in the fourth page of the Ex.A1. However, it is pleaded in the plaint that the hand written portion in the suit agreement is in the hand writing of 2nd defendant. Having been permitted to send the document for expert opinion after getting the specimen writings of 2nd defendant before the Lower Court, the appellant has not taken proper further steps to get the expert opinion. Without an explanation as to how and why this could not be done before the Trial Court this application is filed nearly 10 years after the Appeal is filed. This Court is unable to find any valid reasons for accepting this application at this length of time after filing of Appeal, especially when the bonafides of this application is not even established. Even for getting expert's opinion, the appellant has to satisfy the requirements of Or.41 R.27 of C.P.C. In the absence of specific averments to satisfy the requirement of Or.41 R.27 of C.P.C, this Court is inclined to dismiss this application and accordingly C.M.P.No.2165 of 2023 is dismissed.

10. The petitioner has also filed another application in C.M.P.No.1398 of 2023, for reception of additional documents under



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OR.41.R.27 C.P.C. By this application the appellant wants to adduce the following documents as additional evidence:

Date	Description of Documents	Nature of Document
15.09.2008	Legal notice issued by one Manjula, daughter of the 1 st respondent, sister of the 2 nd respondent	Office copy
09.10.2008	Reply notice issued by the petitioner to the said Manjula	Office copy
09.10.2008	Postal receipt	Copy
10.10.2008	Postal acknowledgement card received from the said Manjula	copy

It is stated by the petitioner that the first document is a legal notice issued by one Manjula, daughter of the 1st respondent/1st defendant and who is also the sister of the 2nd respondent. Referring to the document that the daughter of the 1st respondent issued notice admitting the execution of sale agreement by her father, learned counsel submitted that the document would prove the existence of a valid sale agreement between parties. The second document is a reply notice issued by the appellant to the daughter of the 1st respondent. Third document is a postal receipt and fourth document is the postal acknowledgement received from the said Manjula to prove that the reply sent by the appellant has been acknowledged by the daughter of the 1st respondent. It is to be seen that the said document is



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dated 15.09.2008. The said legal notice was admitted by the 2nd respondent before the Lower Court during cross examination who was examined as D.W.2. When a suggestion was put to D.W.1, he pleaded ignorance and therefore the existence of the document viz., the legal notice issued by Manjula is admitted. From the contents of the document, this Court may infer that the 1st respondent's daughter claimed right in respect of her share by treating the suit property as joint family property. By the notice issued on behalf of the daughter of the 1st respondent, we cannot presume that the said notice was issued on behalf of 1st respondent. As the 1st respondent's daughter disputed the father's exclusive right over the property, we cannot treat the contents of the document to imply admission by 1st defendant as to the genuineness of the sale agreement pleaded. The legal notice issued by 1st defendant's daughter questioning the validity of sale agreement cannot be accepted in evidence as a statement by the 1st respondent himself admitting the true character of transaction. In other words, the contents of the document cannot be put against the 1st respondent to show that his version about the sale agreement cannot be accepted. This document which is sought to be marked as additional evidence was available with the plaintiff immediately after filing of the suit. The suit was filed in April



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2008 and the notice of 1st respondent's daughter was also received by the plaintiff in October 2008. The written statement was filed only in January 2009. The Trial commenced some time in September 2010. The plaintiff had ample opportunity to produce these documents if he really intended to rely upon the document to support his stand.

11. Learned counsel appearing for the appellant tried to persuade this Court that these documents were filed along with proof of affidavit, but not marked in the course of evidence. It is seen that these documents which are now sought to be marked as additional evidence have been shown as documents along with proof affidavit. For the reasons, best known to the plaintiff, these documents were not marked. Since the existence of notice and its contents are not specifically denied by the defendants, probably plaintiff's counsel did not mark these documents as evidence during trial. Having omitted to mark these documents before the Trial Court at the time of trial, the appellant cannot seek to mark these documents as additional documents without an explanation as to why these documents were not marked before the Trial Court. Merely because legal advice is given to the appellant now he cannot be permitted to mark additional evidence at the



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time of Appeal without satisfying the requirements of Or.41 R.27 of C.P.C.

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Accordingly, this application viz., C.M.P.No.1398 of 2023 is also dismissed.

12. Considering the lengthy arguments of the learned counsel for the appellant as well as the learned counsel for the respondents, this Court finds it necessary to frame the following points for determination:

A) Whether the suit agreement Ex.A1 is proved to be a genuine sale transaction or one fabricated by plaintiff using the signatures of defendants 1 and 2 in blank papers obtained in connection with the loan transaction as stated by the 1st defendant.

B) Whether the plaintiff has proved the readiness and willingness to perform his part of the contract in terms of the agreement of sale Ex.A1.

C) Whether the plaintiff is entitled to the equitable relief of specific performance.

Point No(A)

13. The suit is based on the alleged agreement of sale dated 31.10.2007 marked as Ex.A1. As per the recitals of Ex.A1, the plaintiff



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agreed to purchase the property measuring 10.32 acres comprised in several survey numbers in Royapudupakkam Panchayat and Village in Dindivanam Taluk. The agreement consist of four pages out of which the first two pages are typewritten in stamp papers with the value of ten rupees each. In the fourth page, the agreement contains the following hand written endorsement below the signature of plaintiff alone after typed portion of schedule of properties.

“ இந்த உடன்படிக்கை பத்திரத்தால் பேட்டையிலுள்ள காலி மனை 1 ஏக்கர் 48 செண்ட் மற்றும் இறங்காடு உள்ள நிலம் 33 செண்ட் நீங்கலாக. மேலும் இந்த உடன்படிக்கை மேலே கூறிய இரண்டு நிலத்தை கட்டுப்படுத்தாது. அன்றைய தினம் ஏக்கர் 3.75 லட்சம் என்கிற வகையில் எவ்வளவு இடம் உள்ளதோ அதற்கு பைசல் செய்யவாத நபர் 1 சம்மதிக்கிறார் நபர் 2ம் ஒத்துக்கொள்கிறார்.”

14. Though, it is stated that the endorsement was written by the 2nd defendant, the 2nd defendant specifically denied the endorsement alleged to be in his handwriting. The 2nd defendant of course admits that he signed the document in a blank paper along with his father. It is seen that from the agreement that the signature of the plaintiff is found above the 1st



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defendant in the first 3 pages and at the bottom of fourth page. The signature of the plaintiff and the number '2' before the signatures of 1st defendant appears to in the same ink and the signature of the 1st defendant is in a different ink. The signature of 1st defendant is not found below the schedule of property even though the plaintiff has signed below the schedule. However a space is specifically provided for the 1st defendant's signature. The exclusion of lands measuring an extent of 1.48 acres in Pettai and another extent of 33 cents in Enangadu does not give any meaning because the properties in Pettai or Enangadu are not included in the schedule of properties described in the agreement. In the plaint, it is the specific case of plaintiff that just after execution of the agreement of sale dated 31.10.2007, the 2nd defendant himself wrote in his handwriting regarding the exclusion of 1 Acre and 81 cents in the total area. However the agreement before the hand written portion is not complete as the signature of 1st defendant before the hand written portion is not available. This is contrary to the pleading that after the execution of sale agreement by parties, the hand written portion excluding certain lands was inserted. The counsel for the appellant filed a typed set on 9th April, 2019 containing a few documents and oral evidence of all the witnesses. The first document



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is the agreement of sale dated 31.10.2007. At the fourth page the signature of document writer which is found in the original document Ex.A1 is missing. This is possible only if the xerox of the agreement is taken before it is signed by the document writer. The signatures of the two witnesses are available at the bottom of the fourth page. The hand written portion is inserted in the places earmarked in the typing for witnesses. P.W.1 states that the document was written by one Velmurugan. However the signatures found in the place to be signed by the scribe was not the signature of Velmurugan who prepared the document. P.W.2 admits this in cross. He further admits that he did not know the person who signed as the scribe. It is the specific case of 1st defendant that Velmurugan is only a stamp vendor and he is not a licensed document writer. The signature of stamp vendor Velmurugan is seen in the first page of the agreement while issuing the stamp paper to plaintiff. Contrary to the evidence of P.W.2, P.W.1 states that the suit agreement was prepared by 1st defendant. However in the plaint, the plaintiff in Para III (A) admits that one Mr.Velmurugan who is a document writer having his office at Vanom has prepared the agreement of sale. The scrutiny of document and the evidence as a whole would only probabalise the case of the defendants that the plaintiff has come to Court



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with a fabricated agreement created with fraudulent intentions to grab the property of 1st defendant.

15. In the course of evidence, plaintiff has stated as follows:

“ ஒப்பந்தத்தை கப்பையாவும் அவர் முருகேசனும் படித்து பார்த்தார்கள். படித்து பார்த்து சொத்து விவரங்கள் சரியாக உள்ளன என்று கூறினார். பேட்டையில் உள்ள சொத்தையும், இறங்காட்டில் உள்ள சொத்தையும் விற்க முடியாது என்று அது எனக்குத் தேவை என முருகேசன் கூறி விட்டார். 1.48 மற்றும் 33 செண்டுகள் போக மீதி சொத்துக்களுக்கான கிரைய தொகையை பேசினோம். மீதமுள்ள சொத்துக்களை ஒரு ஏக்கருக்கு ரூ.3,75,000/=ம் என பேசி முடித்தோம். இதன்படி மீண்டும் ஒப்பந்தம் எழுதவில்லை. 1,49 செண்டு மற்றும் 33 செண்டுக்களுக்கான சர்வே எண் எனக்கு தெரியாது. ஒப்பந்தத்தில் அந்த சொத்துக்களின் விபரமும் சேர்க்கப்பட்டுள்ளன என்றால் சரிதான். அந்த சொத்துக்கள் சர்வே எண்ணை இந்த வழக்கிலிருந்து நான் நீக்கவில்லை என்றால் சரிதான். ”

16. The plaintiff further stated as follows:

“படித்து காட்டிய பிறகுதான் பேட்டை இருங்காடு ஆகிய இடங்களில் உள்ள சொத்துக்களை ஒப்பந்தத்தில் சேர்க்கக்கூடாது என முருகேசன் கூறினார் என்றால் சரிதான். அதன்பிறகு அந்த சொத்தக்களை மீண்டும் கம்ப்யூட்டரில் வைத்து நீக்கவில்லை. நானோ



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முருகேசன் சுப்பையாவோ நீக்கும்படி
சொல்லவில்லை என்றால் சரிதான்.....”

17. The plaintiff also admits that there are corrections in the agreement pertaining to recitals originally agreed and the subsequent insertion by way of endorsement. The changes in the agreement regarding the actual property to be conveyed as per endorsement made in the agreement for exclusion of certain lands is not properly reflected in the suit schedule. In the plaint Survey number is given for the lands to be excluded. This Court is unable to find which portion of 1.48 acres and 32 cents in S.No.240 was agreed to be excluded especially when the total extent of S.No.240/1.3A,3B,4,6,7,11 corresponding to new Survey number 99/1B is only given as 0.06.5 hectares. Exclusion of certain lands in S.No.243/1,2 and 3 is referred to in the plaint description. However, this Court is unable to find to any reference to S.No.243/1 in the agreement. Therefore, the exclusion of property in S.Nos.243/1,2,3 conveys no meaning. These features only indicate that description of property in the agreement is not properly given and the exclusion of 1.48 acres and 32 cents in the agreement is without proper identity of properties to be



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excluded. The plaintiff has not given any valid explanation as to the real understanding between parties regarding the property to be excluded. The admission of plaintiff as P.W.1 during cross is contrary to the sequence of events and terms of the agreement. Considering the discrepancies in the property description in the agreement and the plaint schedule regarding exclusion of lands, this Court is unable to find the actual property agreed to be conveyed. All the above put together would only prompt this Court to believe the version of defendants that the signature was obtained only in blank papers.

18. The plaintiff during the course of evidence has also admitted as follows:

“ ...வழக்கு சொத்துக்களின் அருகில் உள்ள சொத்துக்களின் விலை பற்றிய அறிய வழக்கின் சொத்தின் விலை நிர்ணயிக்க அந்த பத்திரங்களை வாங்கி பார்க்கவில்லை. ஆனால் வேறு பத்திரங்களை அதே இடத்தில் வாங்கியுள்ளேன். தாவா சொத்துக்கள் சுப்பையாவுக்குதான் சொந்தமானவை என்பதை தெரிந்துக் கொள் பத்திரங்களையோ, வில்லங்கத்தையோ நான் வாங்கி பார்க்கவில்லை.....

...சொத்துக்களின் அருகில் இருப்பவைகளிடம்



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வழக்கு சொத்தில் விலை விபரம் பற்றி நான்
விசாரிக்கவில்லை. வழக்கு சொத்துக்களின்
விஸ்தீரணங்களை பற்றியும் நான் பார்க்கவில்லை.
வழக்கு சொத்துக்களின் பட்டா யார் பெயரில்
உள்ளது என்பதையும் நான் பார்க்கவில்லை.....

.....நான் தற்போது வழக்கில் 8 ஏக்கர்களுக்கு
கிரையம் கேட்கிறேன்.....”

The above evidence indicate that the plaintiff has not seen title deeds nor verified the title. He did not see whether there is encumbrance. In the plaint the total extent for which the suit is laid is stated as 9 Acres. Where as P.W.1 states that the seeks execution of sale deed for 8 Acres.

19. This Court is unable to reconcile the evidence as regards the statement of P.W.1 regarding the extent to which the suit is laid and the balance of sale consideration payable. The original agreement as per schedule is 10 acres and 32 cents. After excluding an extent of 1 acre and 48 cents and 33 cents, it is seen that total extent remaining is 8.51 acres. Suit is laid for 9 acres and P.W.1 says that the suit is for 8 acres. When the plaintiff himself admit that he did not verify the documents of title and the extent available, the bonafides of the transaction cannot be



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readily accepted, especially when the suit agreement is disputed by the defendants. The plaintiff admits that he has not applied for encumbrance nor ascertained the title of plaintiff by getting the documents of title. The plaintiff has not even enquired about the value of the property before entering into the sale agreement. The admissions of the plaintiff during cross examination in this regard raises a bonafide doubt as to the genuineness of the transaction. No prudent person would finalise the sale agreement without verification of title deeds and seeing the encumbrance or inquiring the value of property in the same locality. The plaintiff has not even looked into the revenue records so as to ascertain the lawful possession as per the revenue records. All these facts would only justify the findings of the Trial Court that the suit agreement is not a bonafide sale transaction but only fabricated by utilising the signature of defendants obtained in relation to a loan transaction.

20. The suit property is a vast extent of 10.32 acres. The plaintiff, even in the plaint, has excluded the portion as found in the endorsement under Ex.A1- Sale agreement. The plaintiff has not even bothered to reduce the balance of sale consideration corresponding to the portion



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which was excluded under the Ex.A1-Sale agreement. This would also indicate that the transaction Ex.A1-Sale agreement is not a bonafide sale transaction, especially, when the defendants specifically pleaded that the value of the property as on the date of agreement was Rs.10,00,000/- per acre and that the plaintiff seeks unjust enrichment by filing the suit for specific performance. There is the cross examination regarding the statements of D.W.1 regarding the market value of suit property. Plaintiff admits during cross examination that the family of 1st defendant is rich and the 1st defendant and his children are getting very good income and that he is not in need of money. Therefore, the agreement to sell for a consideration which is very low when compared to the market value is not probable. Considering the entire evidence on record, this issue is answered in favour of defendants 1 and 2, holding that the suit agreement under Ex.A1 is a fabricated document using the signatures obtained in blank papers.

Point (B)

21. Though the issue of readiness and willingness is answered in favour of the plaintiff by the Trial Court, it goes against the findings of the



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Trial Court as regards the genuineness of the sale agreement Ex.A1.

Having held that the suit agreement is fabricated by the plaintiff by obtaining the signature of the defendants in blank stamp papers, the Trial did not consider the issue regarding the readiness and willingness in a proper perspective.

22. This Court, with regard to the specific finding rendered by the Trial Court and this Court herein above, finds it unnecessary to deal with the issue of readiness and willingness of the plaintiff. It is seen that the plaintiff has pleaded that he has paid a sum of Rs.1,10,000/- as advance under the agreement. However, the 1st defendant has agreed that he received the said sum which is part of a sum of Rs.1,25,000/- stated to have been the amount borrowed from the plaintiff. It is the case of the 1st defendant that after deducting a sum of Rs.15,000/- towards interest the balance amount of Rs.1,10,000/- was paid to the plaintiff as loan.

Point (C)

23. This Court has accepted the case of the defendants that the suit agreement is not a bonafide sale agreement and it was created by using the



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signature of 1st defendant in blank papers obtained in connection with the loan transaction. By paying a meagre sum of Rs.1,10,000/- the plaintiff promptly filed a suit for specific performance after issuing three notices consecutively demanding the defendants to execute the sale deed. The suit was filed immediately after the reply was sent by the 1st defendant repudiating the agreement. The entire evidence of plaintiff and P.W.2 are contradictory to each other and they are unable to explain the discrepancies because of the false case pleaded by them.

24. We have seen in several cases that money lenders who are affluent, advance loans on the security of property by getting sale agreement. When innocent people seek financial assistance due to emergencies, they may be compelled to execute documents or blank papers as security for loan transactions and hence Court has to be more vigilant, while considering the entire evidence. In this case, this Court is fully convinced that the sale agreement is a fabricated document and there is no consensus for any sale agreement. Therefore, the plaintiff is not entitled to the relief of specific performance.



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25. We find no reason to interfere with the judgment and decree of the Trial Court. Accordingly, the Appeal Suit is dismissed with costs confirming the judgment and decree dated 29.07.2013 made in O.S.No.10 of 2009 on the file of the II Additional District Court, Tindivanam.

(S.S.S.R.J) & (P.B.B.J)
09.03.2023

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

To

1. The II Additional District Judge,
Tindivanam

2. The Section Officer
VR Section,
High Court, Madras



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S.S.SUNDAR, J.,
and
P.B.BALAJI, J

kpr

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09.03.2023