



WEB COPY

AS No. 56 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-07-2026

CORAM

THE HON'BLE MR JUSTICE N. SATHISH KUMAR

AND

THE HON'BLE MR.JUSTICE M.JOTHIRAMAN

AS No. 56 of 2010

&

M.P.No.1 of 2010

K.Marannan @ Mani
S/o Karappa Gounder
Rep By Power of Attorney K.Subbiyan,
S/o.Karappa Gounder
No.29,Nehru Nagar, Karamadai Village,
Mettupalayam Tk, Coimbatore District

K.Subbiyan, is recognized, as Power of Attorney
of The Appellant, Vide Order Of Court Dated
13/09/2023 made in MP.Nos.1 to 3 of 2015 And
CMP.Nos.8537 to 8539/2018 in As .No.56 Of
2010 [RSMJ & RKMJ)

..Appellant(s)

Vs

1. R.Ramasamy (died)
S/o Rangaiya Gowder
2. R.Kaliappan (died)
S/o Rangaiya Gowder
3. V.Rangaraj (died)
S/o Veerappan
4. Vatchala Devi
W/o Karayan
5. Usha Devi
W/o Shanmugasundaram



6. Mohana Devi
W/o Rajendran

7. Shanmugasundaram (Died)
S/o Late Veerappan

8. K.Nanjammal
W/o.Late Kaliappan,

9. K.Kuppusamy
S/o.Late Kaliappan,
[Name of the 9th respondent amended vide
Court order dated 06.07.2026 made in
C.M.P.No.16116/2026]

10.K.Sulochana
D/o.Late Kaliappan,

11.K.Ramesh
S/o.Late Kaliappan,

R2 DIED, RR8 TO 11 are brought on record as
lrs of deceased R2, vide order of court dated
03/04/2024 made in CMP.NO.25199 OF 2023
IN AS.NO.56 OF 2010 (RSMJ AND RSVJ)

12.Mrs.Valliammal
W/o.Late R.Ramasamy

13.Ramachandran,
S/o.Late R.Ramasamy

14.Palanisamy
S/o.Late R.Ramasamy

R1 Died, R12 To 14 are brought on Record As
LRS of Deceased 1st Respondent, Vide Order
of Court Dated 13/09/2023 made in M.P.Nos.1
to 3/2015 in As.No.56/2010 (RSMJ And
RKMJ)

15.Rukumani
W/o.Late V.Rangaraj



16.Haripriya

W/o.R.K.Saravanan

No.15, Kalameggam Street,

Gopichettyalayam, Erode District 638 452

[R3 Died, R15 and R16 are Brought on record
As LR's of Deceased 3rd Respondent, Vide
Order Of Court dated 02/04/2019 made in
CMP.Nos.8537 To 8539/2018 In
As.No.56/2010 (MMSJ and CSNJ)]

17.M.S.Kavitha

W/o. Late Shanmugasundram

18.S.Vishnu

S/o. Late Shanmugasundram

[R7 Died. R17 and R18 are brought on record
as LRS of deceased R7 vide court order dated
8.12.2025 made in CMP.No.706,709,711 of
2025 in AS.No.56/2010 (CVKJ and KBJ)]

..Respondent(s)

Appeal suit filed under Section 96 of CPC read with Order XLI Rules 1 and 2 of CPC against the judgment and decree dated 27.10.2009 made in O.S.No.695 of 2004 on the file of Additional District and Sessions Court, Fast Track Court No.2, Coimbatore.

For Appellant(s):

Mr.G.Ethirajulu

For Respondent(s):

Mr.T.R.Rajaraman

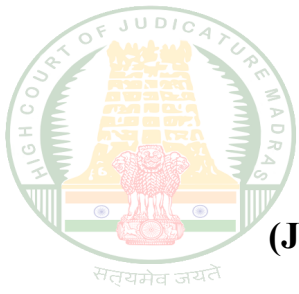
For RR 4 to 6, 9 to 14

Ms. G.Sumithra

For Mr. R.T. Doraisamy

For RR 15 & 16

R1 to R3 - Died.



JUDGMENT

(Judgment of the Court was delivered by N.Sathish Kumar J.)

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Challenging the decree and judgment of the trial Court dismissing the suit for specific performance, the present appeal has been filed.

2. The parties are referred to as per their rankings before the trial Court.

3. The defendants have entered into an agreement dated 30.01.1998 with the plaintiff agreeing to sell the suit property for a total sale consideration of Rs.36,78,000/- and received a sum of Rs.10,00,000/- from the plaintiff towards the part satisfaction of the sale consideration on the date of agreement itself and the plaintiff was always ready and willing to pay the balance sale consideration and get the sale deed executed. Since the defendants have been evading to execute the sale deed, the plaintiff sent a lawyer's notice dated 27.01.1999 to the defendants calling upon them to clear the cloud over the title and to measure and locate the suit property, but the defendants have not sent any reply. According to the plaintiff, having received the advance amount from the plaintiff, the defendants have not come forward to complete the transaction, instead the plaintiff received a legal notice dated 24.01.2002 from defendants's sister Rangammal claiming 1/15th share in the suit property. Hence the above suit was laid by the plaintiff.



4. The defendants have filed a written statement admitting that there was a sale agreement dated 30.01.1998 entered into between plaintiff and defendants for a sum of Rs.36,78,000/- and received a sum of Rs.10,00,000/- as advance.

It is also admitted that the agreement stipulates 12 months as the time for performance. The defendants states that the plaintiff suppressed the earlier agreement dated 06.04.1996 in which the sale price was fixed as Rs.28,81,100/- and a sum of Rs.3,00,000/- was paid as advance by the plaintiff and it was agreed between the parties to complete the sale within 18 months from the date of agreement. As the plaintiff has not complied with the terms of the contract, the defendant issued a legal notice dated 23.09.1997. Thereafter, once again a new agreement came to be executed and in the said agreement , 12 months time was fixed as the time for performance of the contract. The advance amount paid by the plaintiff in the earlier agreement dated 06.04.1996 has also been adjusted. Hence, it is the contention of the defendants that the plaintiff has no capacity or means or any source of income to pay the balance amount and he is simply dragging on the matter without completing the sale. The fifth defendant took a stand that the property in question was originally owned by his grandmother and after her demise, defendants 1 to 3 have succeeded to the property and the first defendant got 1/3rd share in the suit property and hence, prayed for dismissal of the suit.



5. The trial Court, after considering the entire evidence, found that the plaintiff was not ready and willing to perform his part of the contract and hence, dismissed the suit. Challenging the same, the plaintiff is before this Court.

6. The learned counsel for the appellant/plaintiff would submit that admittedly the plaintiff has paid a sum of Rs.10,00,000/- as part of sale consideration and if the said sum is paid by the respondents/defendants with reasonable interest, he will not press the appeal.

7. Mr.T.R.Rajaraman, learned counsel appearing for Respondents 4 to 6 and 9 to 14 would fairly submit that he is ready to refund the advance amount of Rs.10,00,000/- with reasonable interest, which may be fixed by this Court. Considering the fact that the receipt of advance amount is admitted, though no alternative remedy is sought, in order to give a quietus to the issue between the parties, we direct the respondents/defendants to refund the advance amount of Rs.10,00,000/- with 9.5% interest from the date of agreement till the date of realization. It is submitted by the learned counsel for the defendants/respondents that the amount will be paid within a period of three months from the date of receipt of a copy of this order.

8. Accordingly, this appeal is disposed of on the above terms agreed between the parties before us and the defendants shall pay the advance amount



of Rs.10,00,000/- with 9.5% interest jointly and proportionately as per their respective share. Till the re-payment of advance amount, there shall be a charge over the property. There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

(N.S.K.,J.) (M.J.R.,J.)
06-07-2026
(2/2)

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

gpa

To

1. The Additional District and Sessions Court
Fast Track Court No.2, Coimbatore
2. The Section Officer
VR Section
Madras High Court



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**N.SATHISH KUMAR, J.
AND
M.JOTHIRAMAN, J.**

gpa

AS No. 56 of 2010

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(2/2)**