

OSA No. 70 of 2026



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

|                      |                   |
|----------------------|-------------------|
| <b>Reserved on</b>   | <b>07.07.2026</b> |
| <b>Pronounced on</b> | <b>28.07.2026</b> |

CORAM

**THE HON'BLE MR JUSTICE P. VELMURUGAN**

**AND**

**THE HON'BLE MRS.JUSTICE K. GOVINDARAJAN THILAKAVADI**

**OSA No. 70 of 2026**

Punjab and Sind Bank  
Rep.by its Zonal Manager,  
Zonal Office, 1st Floor,  
Spencer Towers, No.770-A,  
Anna Salai,  
Chennai- 600 002.

..Appellant(s)

Vs

M/s.Dewa properties Ltd,  
Situated at No.770-A, 2nd Floor,  
Spencer Towers-1, Anna Salai,  
Chennai -600 002.

..Respondent(s)

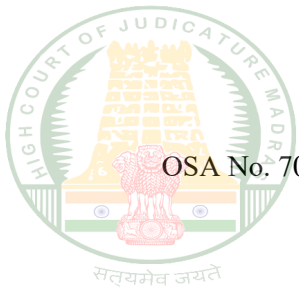
Prayer: This appeal is filed under Order XXXVI Rule 1 of O.S.Rules & Clause 15 of Letters Patent, to set aside the Judgement and Decree dated 12.12.2025 in CS.No. 668 of 2004 passed by this Court.

For Appellant(s):

Mr.V.Raghavachari, Senior Advocate  
Assisted by Mr.M.Arun Kumar  
of M/s.Sampathkumaar and Associates

For Respondent(s):

Mr.J.Sivanandaraaj, Senior Advocate  
Assisted by  
Mr.Roshan Balasubramanian  
for M/s. V.Srinithi Malavika



OSA No. 70 of 2026



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### **Judgment**

**(Judgment of the Court was delivered by K.Govindarajan Thilakavadi J.)**

The Original Side Appeal has been preferred against the judgment and decree dated 12.12.2025 passed by the learned Single Judge in C.S.No. 668 of 2004.

2.The appellant has filed the above suit in C.S.No.668 of 2004 for the following relief:

- (i) to specifically enforce the performance of the Contract as per the Offer letters dated 12.11.1980 & 19.09.1983 and the Acceptance letters dated 24.11.1980 & 19.04.1984 and execute and register the 99 years sale cum lease deed in favour of the Plaintiff insofar as the Schedule property is concerned.
- (ii) To issue permanent injunction restraining the Defendants or their men, agents, servants or subordinates or any other person from in any way interfering or disturbing, alienating by way of mortgage, sale or lease or demand rent or do any other act in deviation to the terms of the



OSA No. 70 of 2026

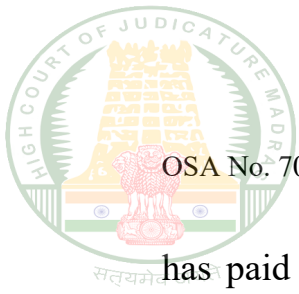


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Offer letters dated 12.11.1980 & 19.09.1983 and acceptance letters dated 24.11.1980 & 19.04.1984 in the property morefully described in the Schedule which is under the possession and custody of the Plaintiff.

3.The case of the appellant/plaintiff is that the plaintiff is a wholly owned Government of India undertaking, carrying on banking business, having its Head Office at New Delhi and zonal office at Chennai. The plaintiff and the defendant vide contract comprising offer and acceptance letters, purchased the premises measuring 6,521 sq.ft. in the ground floor, 6,616 sq.ft. in the first floor and 200 sq.ft. in the basement floor situated at Spencer Towers 1- at No. 770-A, Anna Salai, for possession and usage for 99 years.

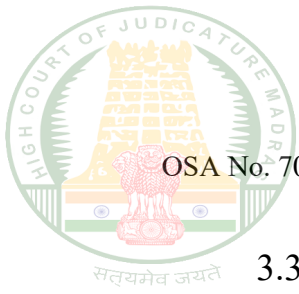
3.1. The plaintiff contends that it has paid a sum of Rs.51,39,538.20/- and has taken possession of the premises on 25.11.1980. According to the plaintiff, the ground floor has been purchased for 99 years at the rate of Rs.395/- per sq.ft. and the first floor and the basement have been purchased for the same period of 99 years at the rate of Rs.295/- per sq. ft. As regards the total agreed consideration to be paid for the above arrangement, the plaintiff claims that he



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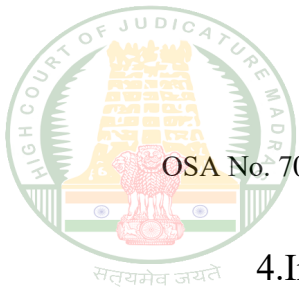
has paid Rs.35,00,000/- on 24.11.1980 and the balance was to be paid at the time of execution and registration of the lease deed, but, however, according to the plaintiff, the balance amount was also paid by the plaintiff, but the defendant did not come forward to execute a sale cum lease deed for 99 years. The plaintiff also states that a nominal amount of Rs.6,000/- per annum was agreed to be paid as annual lease amount for 99 years and that the plaintiff has been paying the same.

3.2. The plaintiff further contends that, the defendant, formerly known as Spencer Estates Limited, having been amalgamated with Music World Entertainments, did not come forward to execute/register a sale cum lease deed and also did not dispute the plaintiff's ownership, possession and title, for a very long period but suddenly disputed the plaintiff's ownership and deviated from the contract, the plaintiff was compelled to pursue a suit for specific performance. The plaintiff further claims that they have paid a huge amount of Rs.51,39,538.20/- for purchase of the demised premises for 99 years and the said amount does not carry any interest as per the letter of offer and acceptance. Therefore, the money cannot be treated as a deposit, but only as a consideration paid in view of the above. The plaintiff also claims that they are claiming depreciation on the above cost from the date of purchase.



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3.3.As regards the delay in approaching the Court, the plaintiff contends that they have performed their part of the contract and the defendant had also put the plaintiff in possession and subsequently, the plaintiff has been in total enjoyment of the property. Therefore, until such time the defendant disputed the arrangement, there was no necessity for the plaintiff to approach the Court. The plaintiff also contends that the huge consideration parted with by the plaintiff was a premium for possessing the premises for a period of 99 years, without requirement of any liability to pay monthly rents. The plaintiff also claims that the plaintiff is paying property taxes and other charges and taxes to the Government and the defendants are therefore bound to enforce the contract as per the letter of offer and acceptance. The plaintiff also contends that the defendant has filed a Rent Control Original Petition for enhancement of rent, suppressing the 99-year contract/lease. Therefore, since the defendant has disputed the claim of sale, the plaintiff has no other alternative but to seek specific performance. The plaintiff also contends that the plaintiff has already been in possession for 30 years out of 99 years and if the contract is not specifically performed, then the plaintiff would be put to grave loss and cannot be compensated in terms of money.



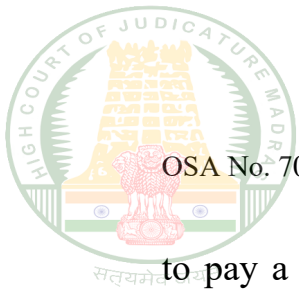
OSA No. 70 of 2026



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4. In respond, the defendant attacks the maintainability of the suit on the grounds that it is barred by Limitation and that there has been no concluded contract between the plaintiff and the defendant. There has not even been any mutually agreed lease deed or agreement between the parties at any point. The defendant has totally denied that the letter of offer and acceptance being for lease cum purchase for 99 years. There was no purchase agreement involved in the negotiations and it was always a tenancy/lease agreement that was contemplated and contracted between the parties, for which negotiations had also taken place.

4.1. The defendant would further state that, in RCOP No.1109 of 2001, the plaintiff has admitted tenancy under the agreement. The defendant denies the claim of the plaintiff and contends that only a sum of Rs.46.5 lakhs have been paid, which has also been admitted by the plaintiff themselves in their counter statement filed in RCOP No.1109 of 2001 and further the plaintiff admitted that the balance amount that was agreed to be paid at the time of execution and registration of the lease deed and it would dislodge their claims of having entered into an agreement for purchase. Referring to the requirement



OSA No. 70 of 2026

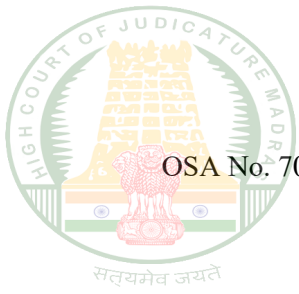


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to pay a sum of Rs.6,000/- as annual rent, the defendant contends that such a condition would not have found place if the contract was really one for sale.

4.2. The plaintiff cannot claim any ownership or title to the demised premises. It is also contended by the defendant that a meeting was held on 21.01.1983 between the representatives of the plaintiffs and the defendant and subsequent to the said meeting, the defendant also preferred a 99-year lease agreement and provided a draft of the same to the plaintiff, for the plaintiff to approve and finalise. However, the plaintiff never came back on the said draft provided by the defendant.

4.3. As regards the explanation for belatedly approaching the Court, it is contended that both the parties proceeded only on the basis that the plaintiff was a lessee. Therefore, the plaintiff has falsely claimed that the defendant has deviated from the original understanding and has invoked the rent control proceedings to fix fair rent and only with such intention, the suit has been filed belatedly and there is also no cause of action available to the plaintiff to seek the reliefs as prayed for.



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5.The learned Single Judge has framed the following issues:

*1.Whether the plaintiff is entitled to a decree to enforce the contract as per the offer letter dated 12.11.1980 and 19.9.1983 and the acceptance letter dated 24.11.1980 and 19.04.1984 and to execute and register the 99 years sale cum lease deed by the defendant in favour of the plaintiff in respect of plaint scheduled property as prayed for?*

*2.Whether the plaintiff is entitled to get an order of permanent injunction as prayed for?*

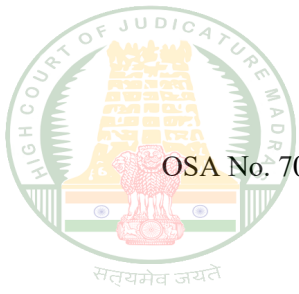
*3.Whether the plaintiff has admitted their tenancy under the defendant in R.C.O.P.No.1109 of 2001 on the file of XI Judge, Small Causes Court, Chennai?*

*4.Whether the plaintiff is in possession of the suit property in the capacity of lessee or purchaser?*

*5.Whether the plaintiff had approved the draft lease in pursuance to the meeting held between them on 21.01.1983?*

*6.Whether the suit is barred by Limitation?*

*7.Whether the plaintiff has cause of action to file the suit?*



OSA No. 70 of 2026



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*8. Whether the suit has been valued properly for the*

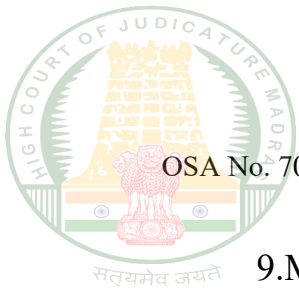
*purpose of Court fee and jurisdiction?*

*9. To what relief, the plaintiff is entitled?*

6. On the side of the plaintiff one Mr.N.Sekar, examined as P.W.1 and marked Exhibits P.1 to P.20. On the side of the defendant, Mrs.V.Prabha, examined as D.W.1 and there is no documents marked on the side of the defendant.

7. Based on the pleadings, evidences and arguments advanced by the respective counsel for the parties, the learned Single judge having found that the plaintiff is only a tenant and there is no contract for sale and the plaintiff has not been ready and willing to perform his part of contract, held that the plaintiff is not entitled for the equitable and discretionary relief of specific performance, consequently dismissed the suit with costs.

8. Aggrieved by this, the present Appeal is preferred by the plaintiff.



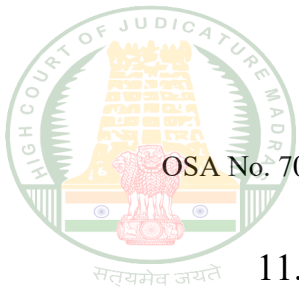
OSA No. 70 of 2026



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9.Mr.V.Raghavachari, learned Senior Counsel appearing for the appellant/plaintiff would submit that, the plaintiff vide a contract of Offer and Acceptance purchased the premises measuring an extent of 6,521 sq. ft., on the ground floor, 6,616 sq. ft., on the 1<sup>st</sup> floor and 200 sq. ft. in the basement situated on the ground, first floor and basement of the building known as 'Spencer Towers-1 at No.770A, Anna Salai, Chennai-600 002 for possession and usage for 99 years.

10.The plaintiff has paid to the defendant a consideration of Rs.51,39,538.20 consisting of Rs.47,60,130/- being the basic cost inclusive of escalation cost of Rs.7.50 Lakhs and additionally interest on escalation cost of Rs.3,79,408.20 ps. The plaintiff took possession of the ground and 1<sup>st</sup> floor premises, which is the suit property on 25.11.1980 for banking business, based on the letters of offer dated 12.11.1980 and 19.09.1983 and acceptance of the offer dated 24.11.1980 and 19.04.1984 for the ground, 1<sup>st</sup> floor and basement area. As per the contract, the ground floor was purchased for 99 year by the plaintiff's bank at the rate of Rs.395/- per sq. ft. and the 1<sup>st</sup> floor at the rate of Rs.295/- per sq. ft., and basement at the rate of Rs.295/- per sq. ft., for a contractual period of 99 years.



OSA No. 70 of 2026



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11. On the above basis, the plaintiff Bank had to pay a sum of Rs.51,39,538.20 ps and had paid Rs.35 Lakhs on 24.11.1980 as per the contractual terms. The balance was to be paid at the time of execution and registration of the lease deed. However, the balance amount was also paid by the plaintiff Bank, but the defendant has not executed the 99 years sale cum lease deed. A nominal amount of Rs.6000/- per annum was also agreed to be paid as annual lease amount for 99 years and the same is also being paid by the plaintiff Bank. While so, the defendant did not execute and register any sale cum lease deed and also did not dispute the plaintiff Banks' ownership, possession and title. Only in the year 2001 for the first time the defendant has disputed the plaintiff Banks' ownership deviating from the contract, leaving the plaintiff Bank with no other efficacious remedy but to file the present suit for specific performance for directing the defendant to honour and perform their part of the contract and to execute and register the sale cum lease deed for 99 years in favour of the plaintiff Bank.

12. The specific contention of the learned Senior Counsel is that having paid a sum of Rs.51,39,538.20/- ps for the purchase of the suit property for plaintiff Banks use for 99 years which does not carry any interest as per the letter of offer and acceptance and as such, the money is not treated as deposit



OSA No. 70 of 2026



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but only as consideration paid and that the bank is claiming depreciation on the above cost from the date of purchase. The plaintiff Bank did not file the suit earlier even though they have performed their part of the contract, because the defendant as per the contract handed over the property to the plaintiff Bank which was in total enjoyment and possession of the property till date as per the terms agreed in the contract. Further, the property tax, other taxes and charges to the Government are paid by the plaintiff Bank till date.

13.While so, the defendant had approached the Rent Control Court for enhancement of rent by suppressing the 99 years contract/lease, which is contradictory to the provisions of the contract between the plaintiff and the defendant.

14.The learned Single Judge has failed to note that there is no specific denial by the defendant in his written statement with regard to the payment of Rs.51,39,538.20/- and also failed to note that the plaintiff has specifically stated in the plaint about purchase of the suit property for the above said amount and nothing remains to be paid towards balance consideration for the contract and

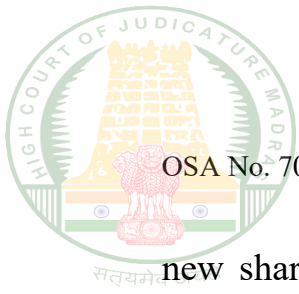


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further, the readiness and willingness of the purchase was neither specifically denied nor deposed by D.W.1 in her evidence and relied upon the judgment in ***P.Lakshmi Ammal Vs S.Lakshmi Ammal and Others*** reported in ***AIR 1991 Mad 137*** that readiness and willingness of purchaser was proved when there is no specific denial by the defendant in the written statement.

15.Further, he would contend that, the defendant has not filed any document to show that the company has received only a sum of Rs.46.50 Lakhs and not Rs.51,39,538.20/- and the same was also not answered by D.W.1 during her cross examination. Further, the learned Single Judge failed to consider that the amount paid is the prevailing market value for the sale of the suit property and no prudent person will pay such a huge amount upfront for a lease and the sum of Rs.6000 /- is payable annually only in response to the right of the landowner to make a claim to the property after 99 years.

16.The learned Single Judge failed to consider, whether the transaction is lease or sale/purchase. Thus, the learned Single Judge committed a fundamental error in dismissing the suit without considering the relevant facts. The plaintiff is in continuous possession without any rival claim since 25.11.1980 until the



OSA No. 70 of 2026



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new shareholders of Music World Entertainment Ltd., filed the Rent Control proceedings in R.C.O.P.No.1109 of 2001 for fixation of fair rent. The learned Single Judge failed to take note of the fact that from the date of occupation the plaintiff Bank had been paying a sum of Rs.6000/- per year.

17.The learned Single Judge has referred to the provisions contained in Section 16(c) of Specific Relief Act, 1963 to deny the equitable relief on the ground that the plaintiff Bank failed to establish that they were willing to perform their obligations towards the contract and they were ready to part with the amount. In fact, the learned Single Judge failed to note that the entire sale consideration was paid in full to the defendant which they never denied specifically in their written statement. Therefore, the invocation of provision of Section 16(c) is not merited at all for granting equitable relief of specific performance of execution of deed.

18.The learned Single Judge ought to have seen that once the plaintiff has been put in possession of the property in pursuance to the written contract, Section 53 A of the Transfer of Property Act, applies and in such an event, the



OSA No. 70 of 2026



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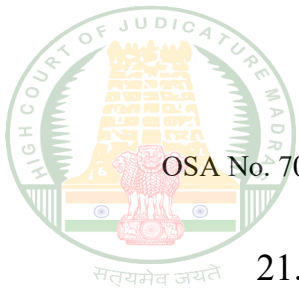
Rent Control Court ought not to have directed for fixation of the fair rent. He would further submit that when this entire sale consideration is paid, the obligation is upon the defendant to execute the lease deed for 99 years for which he has relied upon the judgement of the Hon'ble Supreme Court reported in ***Shrimant Shamrao Suryavanshi And Anr. vs Pralhad Bhairoba Suryavanshi*** reported in **2002 3 SCC 676**. Hence, prayed for setting aside the judgment of the learned Single Judge in C.S.No.668 of 2004 dated 12.12.2025.

19.Per contract, Mr.J.Sivanandaraaj, learned Senior counsel appearing for the defendant would contend that, the transaction is only a lease and nothing more and there is no document to show that it is a sale transaction and that a lease for however long is only a lease and not a sale, for which he has relied upon the judgement in the case of ***Hotel Excelsior Limited and Another Vs Union of India and Another*** reported in **[ILR (2013) I Delhi 157]**. Further, he would submit that a sale is an absolute transfer of ownership and there can be no residual interest if the transaction is a sale, for which he has relied upon the judgment in ***Vidhyadhar Vs. Manikrao*** reported in **[(1999) 3 SCC 573]**.



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20. The learned counsel further submits that the plaintiff has never paid the market price of the property and the deposit made by the plaintiff is only towards a lease and not for an outright sale. In fact, the plaintiff has admitted the transaction to be a lease. Therefore, admissions in pleadings or judicial admissions are fully binding on the parties and constitute a waiver of proof and they can be the very foundation of the rights of the parties, and relied upon the case in *Nagindas Ramdas Vs Daplatram Icharam* reported in *[(1974) 1 SCC 242]*. In fact, the counter affidavit filed by the plaintiff in RCOP No.1109 of 2001, the defendant was repeatedly referred to as a Landlord/Lessor and also admitted that there is an annual rental amount of Rs.6000/- and the transaction is a 99 year contract / lease. Even in the plaint averments it is stated that about the execution and registration of a lease deed and about the annual rent of Rs.6000/- and the contract period is 99 years. The plaint itself does not seek execution of a sale deed but rather a "contract for 99 years", which can never be a sale. Therefore, to seek the relief of specific performance, there must exist a valid enforceable concluded contract and the Court will not make a contract for the parties, for which he has relied upon the judgment in *Mayawati Vs. Kaushalya Devi* reported in *[(1990) 3 SCC 1]*.



OSA No. 70 of 2026



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21.His further submission is that the plaintiff failed to prove that a sale consideration of Rs.51,39,538.20/- has been paid and that readiness and willingness was neither pleaded nor proved by the plaintiff.

22.The plaintiff is squatting on the Defendant's property without paying any rent, an amount of Rs. 6,000 per annum is payable as rent. Since taking possession of the premises, the Plaintiff never paid this amount regularly on an annual basis to the Defendant. The arrears for 22 years were only paid at one shot in the year 2002. Thereafter, no rent whatsoever has been paid by the Plaintiff to the Defendant and consequently it is evident that the Plaintiff has repeatedly violated the terms of the agreement, has failed to perform its obligations and is not entitled to the equitable relief of Specific Performance.

23.Further, he would contend that the suit filed by the Plaintiff is frivolous, not maintainable in law, barred by limitation and was filed only as a counter-blast to RCOP. No. 1109 of 2001 filed by the Defendant for fixation of fair rent. The plaintiff has also conveniently suppressed the fact that by order dated 12.12.2025 in C.R.P.Nos. 3186 & 3187 of 2012, there has been an



OSA No. 70 of 2026

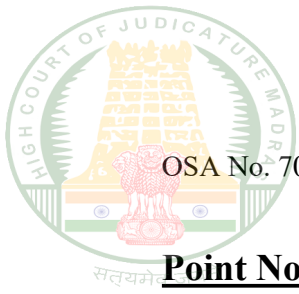


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unequivocal finding that the transaction is only a lease and there is a landlord-tenant relationship. The Plaintiff has neither challenged the order before the Hon'ble Supreme Court nor paid the fair rent fixed. Hence, prayed for dismissal of the suit.

**Points for consideration:**

1. Whether a lessee can seek enforcement of lease cum sale transaction solely on the basis of offer and acceptance letters?
2. Whether such lessee can be treated as a purchaser entitled to specific performance merely because the transaction is described as a lease cum sale agreement?
3. Whether the plaintiff is bound to pay the annual rent of Rs.6000/-?
4. Whether the plaintiff is entitled for the relief of specific performance?
5. Whether the learned Single Judge was right in dismissing the suit?



OSA No. 70 of 2026

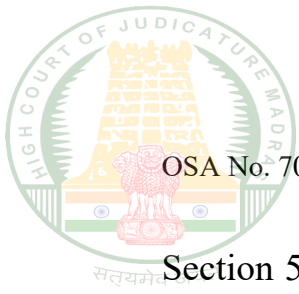
**Point Nos. 1 to 4**

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24. The plaintiff is the appellant herein. He relies upon the offer and acceptance letters, contending that it constituted a lease cum sale agreement. The plaintiff seeks enforcement of the contract and consequential relief of permanent injunction. The plaintiff nevertheless claims to have acquired the status of a purchaser and asserts that the defendant cannot interfere with his possession or deal with the property. An offer and acceptance letter may constitute a binding contract if it contains all essential terms. However, it does not, by itself, convert the lessee into a purchaser. In a lease cum sale transaction, ownership passes only upon fulfilment of the contractual conditions and execution of the sale deed or conveyance in accordance with law. Until then, the relationship between the parties remains that of lessor and lessee. Therefore, the plaintiff in the present suit cannot be deemed to be a purchaser merely because the transaction is described as a lease cum sale agreement. Ownership remains with the defendant until the contractual conditions are fulfilled and a valid sale deed is executed.

25. Section 105 of the Transfer of Property Act, 1882 defines a lease as a transfer of a right to enjoy immovable property for a certain time or in perpetuity in consideration of price, premium or rent. On the other hand,



OSA No. 70 of 2026



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Section 54 of the same Act defines a sale as a transfer of ownership. There can be no question of any sale for 99 years and there can be no question of paying any rentals if the transaction is in fact a sale. A sale is an absolute transfer of ownership and there can be no residual interest if the transaction is a sale. A lease for however long, even 99 years, is only a lease and not a sale. In ***Residents Welfare Association, Noida V. State of Uttar Pradesh***, reported in ***(2009) 14 SCC 716***, the Hon'ble Supreme Court has considered a 99 year lease and held that the same is only a lease. Therefore, a lease, however long its duration, even for 99 years does not transfer ownership. The lessor retains the revisionary interest. Therefore, a 99 year lease is not, merely because of its duration, a sale. The Hon'ble Supreme Court has consistently held that the nomenclature is not decisive. The substance of the transaction governs. Unless the ownership is conveyed, a long term lease remains a lease.

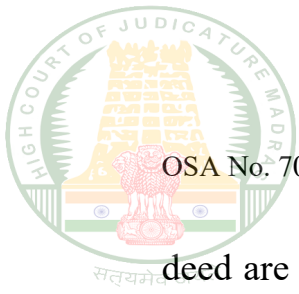
26. In the present case, the offer and acceptance letter merely records the consensus between the parties to execute a formal lease cum sale agreement subject to the stipulated terms and conditions, including payment of annual rent. Where execution of the principle agreement is contingent upon compliance with essential conditions, the intending lessee cannot seek enforcement while



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remaining in breach of those very conditions. The annual rent constituted an essential reciprocal obligation. Failure to perform such obligation disentitles the plaintiff from equitable relief.

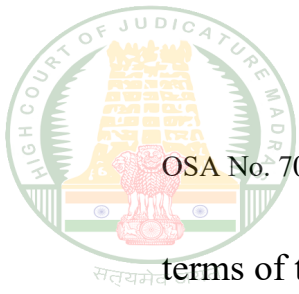
27. Further, Section 16(c) of the Specific Relief Act, 1963, requires the plaintiff to establish continuous readiness and willingness to perform the essential terms of the contract. Readiness and Willingness are not empty formalities. They must be evidenced by actual conduct. Where the plaintiff admittedly failed to pay annual rent, which formed the very consideration for continuation of the lease, the plaintiff cannot assert readiness and willingness. The Hon'ble Supreme Court in catena of decisions held that continuous readiness and willingness is a condition precedent for grant of specific performance and that it cannot be granted in favour of a party who has failed to perform essential contractual obligations. The plaintiff's persistent default in payment of annual rent amounts to a substantial breach and therefore, cannot compel the defendant to execute the formal lease cum sale agreement. A contract must be performed by both parties according to its terms. In a lease cum sale transaction, payment of annual rent or lease amount is ordinarily an essential obligation of the lessee until the conditions for execution of the sale



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deed are fulfilled. A party seeking specific performance must prove continuous readiness and willingness to perform his part of the contract. Admittedly, there is no averment in the plaint, that the plaintiff is ready and willing to pay Rs.6000/- per annum as rent. To the contrary, the plaintiff is seeking for an injunction restraining the respondent from *inter alia* demanding rent.

28.Further, it is to be noted that even in the proof affidavit of P.W.1 nothing is stated that Rs.6000/- per annum is being paid promptly as rent every year. Only after filing the RCOP before the Rent Controller the plaintiff has paid the annual lease rent at one shot for 22 years and the same is also admitted by P.W.1 during his cross examination. The defendant would contend that no rent was paid thereafter by the plaintiff to the defendant and the plaintiff repeatedly violated the terms of the agreement, has failed to perform its obligation and therefore not entitled to the equitable relief of specific performance or any other consequential relief. Therefore, failure to pay agreed annual rent amounts to a breach of a fundamental contractual obligation. A party in default cannot seek equitable relief of specific performance without demonstrating compliance with, or willingness to comply with, the essential



OSA No. 70 of 2026



terms of the contract.

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29. Specific performance is a discretionary equitable relief. A plaintiff who has failed to perform his reciprocal obligations is not entitled to invoke the equitable jurisdiction of the Court. The plaintiff's failure to pay the agreed annual rent constitutes a breach of an essential term of the contract. Further, the plaintiff has failed to establish continuous readiness and willingness to perform its obligation and is therefore, not entitled to specific performance. Further, the plaintiff's plea that the offer and acceptance letter and the payment of consideration created an absolute right is legally untenable. An agreement must be enforced as a whole and not selectively. The plaintiff cannot insist upon execution of the lease while simultaneously fail to perform the obligation to pay rent. Payment of annual rent being an essential contractual obligation, persistent default amounts to breach of contract. In disputedly the plaintiff has paid the arrears of rent for 22 years at one shot in the year 2022 in the RCOP proceedings. The specific contention of the defendant is that the plaintiff has paid only Rs.47,39,538.20/- and not Rs.51,39,538.20/- as claimed by the plaintiff. The plaintiff failed to establish that it had paid Rs.51,39,538.20/- as consideration for the sale of the suit property. Moreover, there is no evidence for the balance payment and it is not even averred in the plaint that the plaintiff



OSA No. 70 of 2026



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is always ready and willing to pay the balance. Hence, the plaintiff is not entitled to the execution of the lease cum sale agreement or to an injunction restraining the defendant from dealing with the property.

30.The learned Single Judge has rightly dismissed the suit filed by the plaintiff warrants any interference by this Court.

31.In the result, the original side appeal is dismissed. No order as to costs.

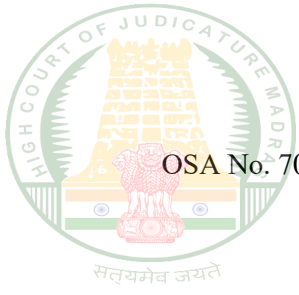
**(P.V.,J.) (K.G.T.,J.)**  
**28-07-2026**

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

VSN

To

The Sub Assistant Registrar,  
Original Side,  
High Court, Madras.



OSA No. 70 of 2026

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**P.VELMURUGAN J.  
AND  
K.GOVINDARAJAN THILAKAVADI J.**

vsn

Pre-delivery judgement made in

**OSA No. 70 of 2026**

**28-07-2026**