

C.R.P(MD)Nos.1725 & 2984 of 2023

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 29.06.2026

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THE HON'BLE MR. JUSTICE S.SOUNTHAR

C.R.P.(MD)Nos.1725 and 2984 of 2023

and

C.M.P(MD)Nos.8609 and 15389 of 2023

C.R.P.(MD)No.1725 of 2023

Chandran

.. Petitioner

Vs.

Muthulakshmi

.. Respondent

PRAYER: Civil Revision Petition is filed under Article 227 of Constitution of India, to call for the records of the Fair and Decretal order dated 23.06.2023 passed by the Additional District and Sessions Judge, Palani, Dindigul District, made in E.A.No.21 of 2022 in E.P.No.3 of 2021 in E.P.No.144 of 2018 in O.S.No.10 of 2016.

For Petitioner : Mr.M.Vivek Bharathi

For Respondent : Mr.P.T.Thiraviyam

C.R.P.(MD)No.2984 of 2023

Muthulakshmi

.. Petitioner

Vs.

Chandran

.. Respondent



C.R.P(MD)Nos.1725 & 2984 of 2023

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PRAYER: Civil Revision Petition is filed under Section 115 of the Code of Civil Procedure, to call for the records relating to the E.A.No.21 of 2022 in E.P.No.3 of 2021 in E.P.No.144 of 2018 in O.S.No.10 of 2016 and to set aside that part in the order passed in the said E.A.No. 21/2018 which directs the petitioner/defendant, contrary to the order of High Court, to deposit into the said court additionally a sum of Rs. 1,60,186/-.

For Petitioner : Mr.P.T.Thiraviyam

For Respondent : Mr.M.Vivek Bharathi

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COMMON ORDER

Since both the Civil Revision Petitions arise out of the order passed in E.A. No.21 of 2022 in E.P. No.3 of 2021 in E.P. No.144 of 2018 in O.S. No.10 of 2016, they were heard together and are being disposed of by this common order.

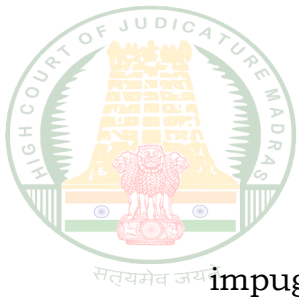
2.C.R.P.(MD)No.2984 of 2023 has been filed by the judgment debtor, who suffered a decree for refund of the advance amount in a suit for specific performance. C.R.P.(MD) No.1725 of 2023 has been filed by the decree holder.



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3.It is not in dispute that the petitioner in C.R.P.(MD)No.1725 of 2023 instituted a suit for specific performance of a sale agreement against the petitioner in C.R.P.(MD) No.2984 of 2023. The trial Court decreed the suit by granting the relief of specific performance. Aggrieved thereby, the petitioner in C.R.P.(MD) No.2984 of 2023 preferred A.S.(MD) No.4 of 2019 before this Court. This Court set aside the decree for specific performance and, in lieu thereof, granted a decree for the alternative relief of refund of the advance sale consideration of Rs.7,00,000/- together with interest at the rate of 6% per annum from the date of the sale agreement till the date of realization.

4.Subsequent to the disposal of the first appeal, the petitioner in C.R.P.(MD)No.2984 of 2023 deposited a sum of Rs.2,20,050/- towards stamp duty and registration charges before the executing Court and filed E.A. No.21 of 2022 seeking cancellation of the sale deed dated 15.07.2019 executed by the executing Court pursuant to the decree for specific performance passed by the trial Court in favour of the petitioner in C.R.P.(MD) No.1725 of 2023. The said application was allowed by directing the petitioner in C.R.P.(MD) No.2984 of 2023 to deposit the balance amount of Rs.1,60,186/- into Court. The



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impugned order further directed cancellation of the registration of the sale deed executed in favour of the plaintiff.

5. Aggrieved by the direction requiring her to pay a further sum of Rs.1,60,186/-, the judgment debtor has filed C.R.P.(MD) No.2984 of 2023. The decree holder/plaintiff has filed C.R.P.(MD) No.1725 of 2023 contending that the executing Court failed to give effect to the appellate decree directing refund of the advance amount together with interest at the rate of 6% per annum from the date of the agreement till the date of realization.

6. The learned counsel appearing for the petitioner in C.R.P. (MD) No.2984 of 2023 submitted that the sum of Rs.1,60,186/- claimed by the petitioner in C.R.P.(MD) No.1725 of 2023 towards execution expenses is highly excessive.

7. Per contra, the learned counsel appearing for the petitioner in C.R.P.(MD) No.1725 of 2023 submitted that the executing Court failed to take into consideration the specific directions issued by the appellate Court in A.S.(MD) No.4 of 2019, particularly the direction to refund the advance amount together with interest at the rate of 6% per annum. It was further submitted that the impugned order does



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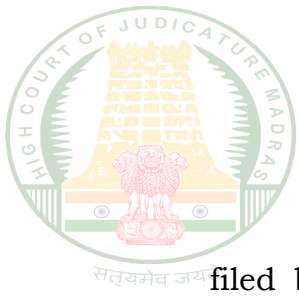
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not contain any direction requiring the judgment debtor to comply with that portion of the appellate decree and, therefore, the impugned order warrants interference.

8.In reply, the learned counsel appearing for the judgment debtor submitted that the judgment debtor has already deposited a sum of Rs.10,00,000/- towards the advance amount together with interest.

9.The decree holder has also filed a calculation memo claiming that the total amount payable by the judgment debtor is Rs. 16,12,236/-. The calculation memo acknowledges receipt of Rs. 12,20,050/- from the judgment debtor and claims a balance amount of Rs.3,92,186/-.

10.A perusal of the impugned order shows that the executing Court directed the judgment debtor to pay a sum of Rs.1,60,186/- towards the execution expenses incurred by the decree holder during the execution proceedings. However, the order does not disclose the basis or break-up of the said amount. In the absence of any particulars, the amount claimed towards execution expenses appears to be excessive. Neither the impugned order nor the calculation memo



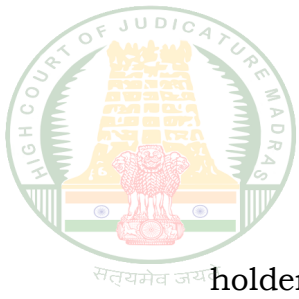
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filed by the petitioner in C.R.P.(MD) No.1725 of 2023 sets out the details of the court fee, stamp duty, registration charges, or other expenses allegedly incurred by the decree holder. Further, the calculation memo itself indicates a dispute regarding the balance amount of Rs.3,92,186/-.

11.Since the executing Court directed the judgment debtor to pay a sum of Rs.1,60,186/- without furnishing any break-up or recording any findings in support thereof, this Court is inclined to set aside the impugned order passed in E.A. No.21 of 2022 and remit the matter to the file of the learned Additional District and Sessions Judge, Palani, Dindigul District, for fresh consideration.

12.Both parties shall be at liberty to file fresh calculation memos and advance their respective submissions regarding the amount payable by the judgment debtor to the decree holder. As per the judgment of this Court in A.S.(MD) No.4 of 2019, the decree holder is entitled to refund of the advance sale consideration of Rs. 7,00,000/- together with interest at the rate of 6% per annum from the date of the sale agreement till the date of realization. The judgment debtor is also liable to pay the stamp duty, registration charges, and other execution expenses actually incurred by the decree



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holder pursuant to the decree for specific performance. Therefore, while passing fresh orders, the executing Court shall specifically take into consideration the directions issued by this Court in A.S.(MD) No.4 of 2019 and determine the actual amount payable under each head by assigning proper reasons.

13.The executing Court shall, after affording reasonable opportunity to both parties, pass a reasoned order containing a detailed computation and break-up of the amounts payable, within a period of twelve (12) weeks from the date of receipt of a copy of this order.

14.With the above directions, both the Civil Revision Petitions stand disposed of. No costs. Consequently, the connected miscellaneous petitions are closed.

29.06.2026

Index :Yes / No

Internet :Yes / No

NCC :Yes / No

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To

1. Additional District and Sessions Court,
Palani, Dindigul District.

2.The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



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S.SOUNTHAR, J.

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