



AS(MD). No.62 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 17.02.2026

CORAM

**THE HONOURABLE MR. JUSTICE G.R.SWAMINATHAN
AND
THE HONOURABLE MRS. JUSTICE R. KALAIMATHI**

**A.S(MD)No.62 of 2025
and
C.M.P(MD)No.2219 of 2025**

A.Muthu Muniyandi (Died)

1.M.Ponmari
2.M.Muniyarajan
3.M.Vinoth

... Appellants /
Defendants

Vs

S.Rajendran

... Respondent /
Plaintiff

PRAYER :-

Appeal Suit is filed under Section 96 r/w Order 41 Rule 31 of C.P.C to call for the records from the Court below and set aside the Decree and Judgment in O.S.No.16 of 2021 passed by the learned Additional District Judge, Virudhunagar dated 27.06.2024 by allowing this Appeal and Decreed the above suit.



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For Appellants : Mr.M.Kannan

For Respondent : Ms.P.Malini

JUDGMENT

(Judgment of the Court was made by G.R.Swaminathan J.)

This appeal arises out of a suit for recovery of money. The plaintiff instituted the said suit based on an agreement for sale dated 17.03.2015 (Ex.A1). The agreement was entered into between the plaintiff and the first defendant (Muthu Muniyandi). During the pendency of the suit, Muthu Muniyandi passed away and his legal heirs were brought on record. The trial Court decreed the suit as prayed for on 27.06.2024. Aggrieved by the same, this appeal has been filed.

2.The case of the plaintiff is as follows:

The suit schedule property belonged to the first defendant. He agreed to sell the property in favour of the plaintiff for a total consideration of Rs.95,00,000/- (Rupees Ninety Five Lakhs only). On 17.03.2015, Ex.A1 sale agreement was entered into. The plaintiff paid an advance amount of Rs.30,00,000/- (Rupees Thirty Lakhs only). Two years time line was fixed for completing the transaction. On 04.05.2017,



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the first defendant issued legal notice (Ex.A2) informing the plaintiff that the agreement stood expired. On 17.12.2019, the plaintiff issued Ex.A4 notice calling upon Muthu Muniyandi to refund the advance amount with interest. Since Muthu Muniyandi declined to comply with the demand, O.S.No.16 of 2021 came to be filed on the file of the Additional District Judge, Virudhunagar.

3.Muthu Muniyandi filed written statement controverting the plaintiff averments. According to the first defendant, the plaintiff had various transactions with him. The plaintiff had agreed to purchase the property lying on the western side of the suit schedule property in the year 2012. A sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) was received by Muthu Muniyandi as advance and Ex.B1 sale agreement dated 28.05.2012 was also entered into. The said agreement could not be fulfilled. In lieu thereof, Muthu Muniyandi executed a sale deed dated 07.02.2013.

4.While so, in lieu of Ex.A1 sale agreement dated 17.03.2015, the first defendant had executed two sale deeds, Ex.B8 dated 26.08.2015 and



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Ex.B9 dated 24.07.2015. According to the first defendant, he had no liability to refund the amount received from the plaintiff since he had already executed two sale deeds. He further pointed out that the extent of the property covered under Ex.B8 and Ex.B9 would match the extent of property covered under Ex.A1. He pressed for dismissal of the suit.

5. Based on the rival pleadings, the Court below framed as many as 5 issues. The plaintiff examined himself as PW1 and marked Ex.A1 to Ex.A5. Muniyarajan, S/o. Muthu Muniyandi examined himself as DW1. Ex.B1 to Ex.B9 were marked. After considering the evidence on record, the trial Court decreed the suit as prayed for.

6. The learned counsel appearing for the appellant reiterated all the contentions set out in the grounds of appeal. He pointed out that even if both the sale agreements executed by the first defendant in favour of the plaintiff could not be enforced as such, the first defendant had discharged his liability by executing as many as 3 sale deeds, in which 2 of them were marked as Ex.B8 and Ex.B9. He also pointed out that the plaintiff had instituted complaints under Section 138 of the Negotiable and



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Instruments Act against the deceased first defendant in CC.Nos.191 of 2017 and 192 of 2017 on the file of learned Judicial Magistrate No.1, Virudhunagar.

7.The learned counsel appearing for the appellants contended that the appellants are not liable to pay any amount to the plaintiff. He pressed for setting aside the judgment and decree passed by the Court below.

8.Per contra, the learned counsel appearing for the plaintiff submitted that the impugned judgment is well reasoned and that it does not call for interference.

9.We carefully considered the rival contentions and went through the evidence on record.

10.The point that arises for determination is whether the deceased first defendant had discharged the liability cast on him under Ex.A1 dated 17.03.2015 by executing Ex.B8 and Ex.B9.



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11. Even though elaborate contentions were advanced by the learned counsel for the appellants by taking us through the evidence on record, we are of the view that the issue arising for consideration stands clinched in favour of the plaintiff in view of the Ex.A2 dated 04.05.2017. Muthu Muniyandi (Defendant No.1) sent the said legal notice dated 04.05.2017 informing the plaintiff Rajendran that the agreement dated 17.03.2015 entered into between them stood expired, as Rajendran did not come forward to perform his part of the contract.

12. It was not an informal communication sent by one party to another. On the other hand it was a formal notice sent through counsel upon his instructions. The relevant portion of the notice reads as follows:

“இந்நிலையில் எனது கட்சிக்காரர், தங்களிடம் ஒப்பந்தப்படி கிரையம் செய்யக்கூறி பலமுறை டீரிலும், தனது வகையாட்கள் மூலம் அழைத்தும் தாங்கள் ஹை தபசில் சொத்தை கிரையம் செய்வதாக கூறி ஒப்பந்த காலத்திற்கும் மேலாக எனது கட்சிக்காரரை வீணாக அலைக்கழித்து வருகிறீர்கள். தங்களது இத்தகைய செயல் சட்டத்திற்கு புறம்பானதாகும்.



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ஏனவே கடந்த 17.03.2015ம் தேதி தாங்களும், எனது கட்சிக்காரரும் ஏற்படுத்திக் கொண்ட கிரைய ஒப்பந்தம் காலாவதி ஆகிவிட்டதால் ஹை ஒப்பந்தம் இனி எனது கட்சிக்காரரை எவ்விதத்திலும் கட்டுப்படுத்தாது என்று இதன் மூலம் தங்களுக்கு கண்டிப்பாய் அறிவிக்கலாயிற்று.”

13.Having taken such stand in his legal notice, it is too late in the day to argue that the liability cast on Muthu Muniyandi stood discharged by the execution of Ex.B8 and Ex.B9.

14.When the defendant himself had made clear that he did not propose to execute the sale deed, the only option open to the plaintiff was to seek refund of the amount paid by him. Muthu Muniyandi had made his position clear only on 04.05.2017. Therefore, the three year period for instituting the suit for recovery of money would expire on 03.05.2020. The suit was instituted by the plaintiff on 02.03.2020. Thus, the Court below rightly came to the conclusion that the suit was not barred by limitation. In view of the admission of the first defendant in Ex.A2 legal notice, the Court below rightly decreed the suit as prayed for. Interference in the said judgment and decree is not warranted.



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15.This Appeal Suit stands dismissed. No costs. Consequently,
connected miscellaneous petition is closed.

[G.R.S., J.] [R.K.M, J.]
17.02.2026

NCC : Yes / No
Index : Yes / No
Internet : Yes/ No
MGA

To

The Additional District Judge,
Virudhunagar.



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AND

R.KALAIMATHI, J.

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