

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.11.2016

CORAM

THE HONOURABLE MR. **JUSTICE M.M.SUNDRESH**

**C.S.No.304 of 2014**

**and**

**OA.No.366 of 2014**

R.Selin

... Plaintiff

VS.

1.Mr.K.V.P.Boominathan

2.Mr.P.Venkatesan

... Defendants

Civil Suit is filed under Order VII Rule 1 of Civil Procedure  
Code r/w Order IV Rule 1 of Original Side Rules.

For Plaintiff : Mr.M.Stalin

For D1 : Mr.R.Selvapandian

For D2 : Mr.K.Rajasekaran

### **JUDGMENT**

The suit is filed for the following reliefs:

(a)directing the defendants to execute the sale deed in  
favour of the plaintiff for a sum of Rs.30,00,000/- (Rupees Thirty  
Lakhs only) in respect of all that vacant lands comprised in

S.Nos.158, 159/2 and 162/2 in T.S.Nos.7/8, 7/11 and 7/12 of Selavoyal Village, Fort-Tondiarpet Taluk, totally measuring 0 Acre 37 cents out of 1 Acre 31 cents which is more fully described in the Schedule hereunder.

(b)in default, this Hon'ble Court to execute the sale deed in favour of the plaintiff on behalf of the defendants in respect of the suit property;

(c)permanent injunction restraining the defendants or their men or agent or any person claiming under them from interfering with the plaintiff's peaceful possession and enjoyment of the suit property; and

(d)to direct the defendants to pay cost of the suit.

2.By order dated 18.10.2016, the defendants were set exparte.

3.Ex.P1 is the photocopy of the power of attorney deed dated 04.06.2009, based upon which, Ex.P2 being the agreement of sale, has been executed in favour of the plaintiff. Ex.P2 is the original agreement of sale dated 26.08.2009. Despite the fact that the plaintiff was willing to perform her part of the contract, the defendants did not execute the sale deed and as a result, Ex.P3 legal

notice dated 20.03.2014 was issued. Though a reply was issued under Ex.P4 dated 01.04.2014, the defendants did not evince any interest.

3. The plaintiff herself was examined as P.W.1 and deposed in tune with the averments made in the plaint and the documents marked. Unfortunately, the statement made by the plaintiff and the averments made in the plaint along with the documents filed are not controverted with any contra evidence. Therefore, this Court is constrained to decree the suit as prayed for, particularly, on consideration of Ex.P2-agreement of sale dated 26.08.2009.

4. Accordingly, the suit is decreed as prayed for. Consequently, connected application is closed.

**29.11.2016**

Index:Yes/No  
rk

**M.M.SUNDRESH, J.**  
rk

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