

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 15.11.2017

Delivered on : 30.11.2017

CORAM

THE HONOURABLE MR.JUSTICE A.SELVAM  
and  
THE HONOURABLE MR.JUSTICE P.KALAIYARASAN

Appeal Suit No.319 of 2017  
and  
C.M.P.No.12195 of 2017

1.Krishnaveni  
2.Thulasimani  
3.Rajamani  
4.M.Mohan ... Appellants/Defendants

vs.

1.Muthumanickam  
2.V.K.Nagarajan  
3.P.Muthupalaniappan  
4.K.V.Jayaraman ... Respondents/Plaintiffs

R4 impleaded vide order of  
Court dated 20.09.2017  
made in CMP No.14560  
of 2017 in A.S.No.319 of 2017

Appeal suit filed under Section 96 of C.P.C. against the  
judgment and decree dated 10.02.2015, passed by the I Additional  
District Court, Coimbatore made in OS.NO.842 of 2008

For Appellants : Mr.P.Saravana Sowmiyan

For Respondent : Mr.S.Parthasarathy, Sr.counsel  
for Mr.C.Veeraraghavan for  
R1 to R3  
Mr.V.Chandraprabu for R4

JUDGMENT

(Judgment of the Court was delivered by A.SELVAM, J.)

This Appeal Suit has been directed against the judgment and  
decree dated 10.2.2015, passed in O.S.No.842 of 2008, by the  
First Additional District Court, Coimbatore.

2.The respondents 1 to 3 herein, as plaintiffs, have instituted Original Suit No.842 of 2008, on the file of the trial Court, praying to pass a decree of specific performance in pursuance of the suit sale agreement dated 02.07.2008.

3.The material averments made in the plaint are that the suit property is the absolute property of the defendants 1 to 3 and they derived title to the same by virtue of Settlement Deed dated 18.3.2003. The defendants 1 to 3 have agreed to sell the same in favour of the plaintiffs on the basis of Rs.1,22,000/- per cent. The plaintiffs have paid an advance amount of Rs.6 lakhs. Further it is agreed that within a period of four months, the defendants 1 to 3 have to execute a registered Sale Deed in favour of the plaintiffs. The plaintiffs are always ready and willing to perform their part of contract. On several occasions, the plaintiffs have approached the defendants 1 to 3 for getting a registered sale deed. On 31.10.2008, the plaintiffs have issued a telegram to the defendants 1 to 3 whereby directed them to execute a registered sale deed. The defendants 1 to 3 have given a false reply notice and also created a sale deed in favour of the 4<sup>th</sup> defendant. Under the said circumstances, the present suit has been instituted for the relief sought therein.

4.In the written statement filed on the side of the defendants 1 to 3, it is averred that the defendants have never agreed to sell the suit property in favour of the plaintiffs and no agreement of sale has come into existence. The defendants have not received the alleged advance amount of Rs.6 lakhs from the plaintiffs. The husband of the first defendant, by name, Velusamy, has fallen in illness. For the purpose of medical expenses, Rs.1 lakh is required. Under the said circumstances, the first defendant has approached one Palanisamy and he has given assurance to get loan. Under the said circumstances, the first defendant has met the first plaintiff. The first plaintiff has directed the first defendant to get signatures of the defendants 2 and 3 and also their husbands on blank stamp papers and accordingly, signatures have been obtained from the defendants 1 to 3 and also from their husbands. The first plaintiff has advanced a loan of Rs.1 lakh. In the telegram dated 31.10.2008, no particulars are found place as to for whom such a telegram has been given. But the defendants 1 to 3 have given a proper reply notice. The plaintiffs 1 to 3 have utilised blank stamp papers, where the signatures of the defendants 1 to 3 are found place and falsely created the suit sale agreement. The defendants 1 to 3 have sold the suit property in favour of the 4<sup>th</sup> defendant by virtue of a sale deed dated 18.09.2008. There is no merit in the suit and the same deserves to be dismissed.

5.The material averments made in the written statement filed by the 4<sup>th</sup> defendant are that the suit property is the absolute property of the defendants 1 to 3 by virtue of Settlement Deed dated 18.3.2003. On 19.02.2008, the defendants 1 to 3 have executed a sale agreement in favour of the 4<sup>th</sup> defendant and an advance amount of Rs.2 lakhs has been given. The 4<sup>th</sup> defendant has subsequently purchased the suit property. The fourth defendant has not known the alleged sale agreement. From the date of purchase, he is in possession and enjoyment of the suit property and there is no merit in the suit and the same deserves to be dismissed.

6.On the basis of the rival pleadings raised on either side, the trial Court has framed necessary issues and after analysing both oral and documentary evidence, has decreed the suit as prayed for. Against the judgment and decree passed by the trial Court, the present appeal suit has been preferred, at the instance of the defendants 1 to 4.

7.The consistent case of the plaintiffs is that the suit property is the absolute property of the defendants 1 to 3 and they agreed to sell the same in favour of the plaintiffs and consequently, the suit sale agreement has come into existence on 02.07.2008 and the price of one cent has been fixed at Rs.1,22,000/-. Further, the plaintiffs have paid Rs.6 lakhs by way of an advance. Further it is agreed that the defendants 1 to 3 have to execute a registered sale deed in favour of the plaintiffs within a period of four months. Despite of repeated requests made by the plaintiffs, the defendants 1 to 3 have failed to execute a registered sale deed in their favour and due to that, a telegram has been issued to the defendants 1 to 3 and after receipt of the same, they have given a false reply notice and therefore, the present suit has been instituted for getting the relief sought therein.

8.The defence put forth on the side of the defendants 1 to 3 is that the defendants 1 to 3 have not executed the suit sale agreement dated 02.07.2008. The first defendant has approached the first plaintiff through one Palanisamy for getting a loan of Rs.1 lakh and at the time of advancing the same, the first plaintiff has obtained their signatures and also signatures of their husbands on blank stamp papers and by utilising the same, the suit sale agreement has been falsely created and further, in pursuance of sale agreement dated 19.2.2008, the defendants 1 to 3 have sold the suit property in favour of the 4<sup>th</sup> defendant, by virtue of a sale deed dated 18.09.2008 and since then, the fourth defendant is in possession and enjoyment of the same and therefore, the plaintiffs are not entitled to get the relief of specific performance.

9.The defence put forth on the side of the fourth defendant is that the defendants 1 to 3 have executed a sale agreement dated 19.2.2008 in respect of the suit property and in pursuance of the same, he purchased the suit property by virtue of a sale deed dated 18.09.2008 and he is a bona fide purchaser for value without notice of the alleged sale agreement dated 02.07.2008 and therefore, the present suit deserves to be dismissed.

10.In the trial court, after adducing both oral and documentary evidence, on the side of the defendants the counsel appeared for them has reported no instructions. Considering the fact that both sides have adduced necessary oral and documentary evidence, the trial Court has passed the impugned judgment purely on merits.

11.Before pondering the rival submissions made on either side, the Court has to look into Sections 16(c) and 19(b) of the Specific Relief Act, 1963.

12.Section 16(c) of the said Act reads as follows:

"16.Personal bars to relief- . . . . .

(a) . . . . .

(b) . . . . .

(c)who fails to aver and prove that he has performed or has always been ready and willing to perform the essential terms of the contract, which are to be performed by him, other than terms the performance of which has been prevented or waived by the defendant."

It is an admitted fact that Section 16 of the Act deals with personal bars for getting equitable relief of specific performance.

13.From a cursory look of the provision of Section 16(c) of the said Act would reveal that the plaintiff has to aver and prove his readiness and willingness to perform his part of the contract, even though, the defendant has not taken a plea to the effect that the plaintiff has failed to prove his part of the contract. To put it in short, as per Section 16(c) of the said Act, a statutory duty casts upon the plaintiff to aver and prove that he has always been ready and willing to perform his part of the contract.

14.Section 19(b) of the said Act reads as follows:

"19.Relief against parties and persons claiming under them by subsequent title - . . . . .

(a) . . . . .

(b)any other person claiming under him by a title arising subsequently to the contract, except transferee for value who has paid his

money in good faith and without notice of the original contract. "

It is an admitted fact that Section 19 of the said Act deals with the relief of specific performance against parties and persons claiming under them by subsequent title.

15. Section 19(b) of the said Act can be vivisected as follows:

(a) The subsequent purchaser of the property in question after a valid contract, is also bound to execute a sale deed along with the vendor.

(b) The subsequent purchaser, who purchased the property in question for valuable consideration and also paid his money in good faith, without notice of original contract, is not bound to execute a sale deed in pursuance of prior sale agreement.

16. With these legal backgrounds, the Court has to meticulously analyse the rival submissions made on either side.

17. The learned counsel appearing for the appellants/defendants has repeatedly argued to the effect that the suit property is the absolute property of the defendants 1 to 3 and they never created any sale agreement at any point of time in favour of the plaintiffs much less on 02.07.2008. The husband of the first defendant has fallen in illness and a sum of Rs.1 lakh is required towards his medical expenses. Under the said circumstances, the first defendant has approached one Palanisamy and he introduced the first plaintiff. The first plaintiff has given assurance to advance money to the first defendant and directed the first defendant to get signatures of the defendants 2 and 3 and also their husbands and accordingly, the defendants 1 to 3 and their husbands have put their signatures on various blank stamp papers and by utilising the same, the suit sale agreement has been falsely created and further, in the telegram given by the plaintiffs, necessary particulars are not found place. Despite of bereft of necessary particulars, the defendants 1 to 3 have given suitable reply notice and further, in pursuance of sale agreement dated 19.2.2008, the defendants 1 to 3 have sold the suit property in favour of the fourth defendant by virtue of a sale deed dated 18.09.2008 and since the plaintiffs have not filed the present suit to cancel the sale deed dated 18.09.2008, which stands in the name of the fourth defendant, equitable relief of specific performance cannot be granted and the trial Court, without considering the correct legal position, has erroneously decreed the suit and therefore, the judgment and decree passed by the trial Court are liable to be interfered with.

18.The learned counsel appearing for the appellants/defendants has relied upon the following catena of cases:

(i)2017 SCC Online SC 938-B.Vijaya Bharathi vs. P.Savitri and Others, wherein at paragraph No.18, it is observed as follows:

"18.It must also be noted that though aware of two conveyances of the same property, the plaintiff did not ask for their cancellation. This again, would stand in the way of a decree of specific performance for unless the sale made by Defendant No. 1 to Defendant No.2, and thereafter by Defendant No.2 to Defendant No.3 are set aside, no decree for specific performance could possibly follow. While Mr. Rao may be right in stating that mere delay without more would not disentitle his client to the relief of specific performance, for the reasons stated above, we find that this is not such a case. The High Court was clearly right in finding that the bar of Section 16(c) was squarely attracted on the facts of the present case, and that therefore, the fact that Defendant Nos. 2 and 3 may not be bona fide purchasers would not come in the way of stating that such suit must be dismissed at the threshold because of lack of readiness and willingness, which is a basic condition for the grant of specific performance."

(ii)(2007)9 Supreme Court Cases 660-M.M.S.Investments, Madurrai and Others vs. V.Veerrappan and Others, wherein the Hon'ble Supreme Court has held that once a conveyance has come into existence, plea of readiness and willingness cannot be raised by subsequent purchaser.

(iii)(2015)8 Supreme Court Cases 695 - Padmakumari and Others vs. Dasayyan and Others, wherein the Hon'ble Supreme Court has dealt with a case of bona fide purchaser for value without notice of prior agreement and ultimately held that he is entitled to get protection as per Section 19(b) of the Specific Relief Act, 1963.

(iv)2014-4-L.W.686-K.Rajendran vs. K.Chinnappa Gounder and another, wherein, this Court has held that initial burden lies upon the subsequent purchaser to prove that he is a bona fide purchaser for value without notice of earlier sale agreement. Then the burden shifts on the plaintiff.

(v) 2008(3) CTC 1-P.Retnaswamy vs. A.Raja and another, wherein the Division Bench of this Court has held that subsequent purchaser has to prove that he is a bona fide purchaser for value in good faith without notice of prior agreement.

(vi) 2007(1) CTC 449-Jayalakshmi Ammal and 8 others vs. Chinnasamy Gounder, wherein the Division Bench of this Court has held that the subsequent purchaser is a bona fide purchaser for value without notice of prior agreement and therefore, the plaintiff is entitled to recover the amount paid to the vendor and the relief of specific performance cannot be granted.

(vii) (2006) 6 Supreme Court Cases 402 - R.K.Mohammed Ubaidullah and Others vs. Hajee C.Abdul Wahab, wherein the Hon'ble Supreme Court has dealt with Section 19 of the Specific Relief Act, 1963 and ultimately held that specific performance of a contract can be enforced against a party thereto and any other person claiming under him by a title arising subsequent to the contract except transferee for value, who has paid his money in good faith without notice of original contract.

(viii) (2000) 6 Supreme Court Cases 685-Ram Niwas (dead) Through Lrs. vs. Bano (smt) and Others, wherein the Hon'ble Supreme Court has held that under Section 19(b) of the Specific Relief Act, 1963, the relief of specific performance cannot be enforced against subsequent purchaser for value without notice.

(ix) (2003) 10 Supreme Court Cases 390-Manjunath Anandappa Urf Shivappa Hanasi vs. Tammanasa and Others, wherein the Honn'ble Supreme Court has dealt with the provision of Section 16(c) of the Specific Relief Act, 1963 and ultimately held that the plaintiff has to plead and prove his readiness and willingness to perform his part of the contract.

(x) (2017) 5 Supreme Court Cases 178 - Jayakantham and Others vs. Abaykumar, wherein the Hon'ble Supreme Court has dealt with Section 20(2) of the Specific Relief Act, 1963, and ultimately found that the relief of specific performance is nothing but a discretionary relief and the same not be granted merely on the basis of a lawful contract.

(xi) (1998) 2 Supreme Court Cases 206 - Malkiat Singh and Another vs. Joginder Singh and Others, wherein the Hon'ble Supreme Court has held that if an ex-parte decree has been passed, the proper course is to remand the matter to trial Court for disposing of the case in accordance with law.

19.From a cumulative reading of the decisions accited on the side of the appellants/defendants, the following legal points can be deduced:

(1)In a suit for specific performance, as per Section 16(c) of the Specific Relief Act, 1963, the plaintiff has to plead and independently prove his readiness and willingness to perform his part of the contract even though a negative plea has not been raised on the side of the defendant.

(2)As per Section 19(b) of the Specific Relief Act, 1963, a bona fide purchaser for value, who paid money in good faith without notice of prior sale agreement, is not bound to execute a sale deed in favour of the plaintiff.

(3)If there is any sale deed subsequent to original contract, the same has to be cancelled or set aside.

(4)The subsequent purchaser cannot raise a plea to the effect that the plaintiff has not shown his readiness and willingness since a conveyance has come into existence.

(5)In case of an ex-parte decree, the proper remedy is to file a petition under Order 9 Rule 13 of the Code of Civil Procedure 1908.

20.To resile the contentions put forth on the side of the appellants/defendants, the learned Senior counsel appearing for the respondents 1 to 3/plaintiffs has laconically contended to the effect that on 02.07.2008, the defendants 1 to 3 have agreed to sell the suit property in favour of the plaintiffs and to that effect the suit sale agreement has come into existence, wherein, price of one cent has been fixed at Rs.1,22,000/- and on the date of execution of suit sale agreement, the plaintiffs have paid an advance amount of Rs.6 lakhs and further agreed that the defendants have to execute a registered sale deed in favour of the plaintiffs within a period of four months and despite of repeated demands made on the side of the plaintiffs, the defendants 1 to 3 have failed to perform their part of the contract and subsequently, telegrams have been issued on 31.10.2008 and even after receipt of the same, the defendants 1 to 3 have not come forward to execute a registered sale deed in favour of the plaintiffs. But the defendants 1 to 3 have falsely created sale deed dated 18.09.2008 in favour of the fourth defendant. Since the plaintiffs are always ready and willing to perform their part of the contract and since the defendants 1 to 3 have failed to perform their part of the contract, the present suit has been instituted and the trial Court, after considering the overall evidence available on

record, has rightly decreed the suit and therefore, the judgement and decree passed by the trial Court need not be interfered with.

21. Basing upon the divergent submissions made on either side, the Court has to look into the following factual aspects:

(1) Whether the suit sale agreement dated 02.07.2008 has actually been executed by the defendants 1 to 3 in favour of the plaintiffs.

(2) Whether the 4<sup>th</sup> defendant is really a bona fide purchaser for value without notice of the suit sale agreement, dated 02.07.2008.

22. The suit sale agreement has been marked as Ex.A1.

23. The consistent case of the plaintiffs is that on 02.07.2008, Ex.A1 has come into existence betwixt the plaintiffs and defendants 1 to 3 and on the date of its execution, the defendants have received a sum of Rs.6 lakhs by way of an advance.

24. The defence put forth on the side of the defendants 1 to 3 is that in the year 2008, the husband of the first defendant has fallen in illness and a sum of Rs.1 lakhs is required towards his medical treatment and therefore, the first defendant has approached one Palanisamy and he introduced the first plaintiff. The first plaintiff has advanced a sum of Rs.1 lakhs to the first defendant and at the time of giving loan, he obtained signatures of the defendants 1 to 3 and their husbands on various blank stamp papers and by utilising the same, Ex.A1 has been created and there is no contractual relationship between the plaintiffs and defendants 1 to 3.

25. On the side of the plaintiffs, the second plaintiff has been examined as P.W.1. In fact, this Court has perused the entire evidence adduced by the second plaintiff, wherein, he clinchingly stated to the effect that Ex.A1 has come into existence between them and defendants 1 to 3. Further, on the side of the plaintiffs, one Karuppusamy has been examined as P.W.2 and his specific evidence is that the defendants 1 to 3 have executed Ex.A1 in favour of the plaintiffs. Further he adduced evidence to the effect that in Ex.A1, he put his signature as a witness. No suggestion has been put to P.W.2 on the side of the defendants to the effect that due to animosity he adduced evidence against them. Therefore, the evidence of P.W.2 can be accepted in toto. On the basis of evidence of P.W.2, coupled with the evidence of P.W.1, there is no incertitude in coming to a conclusion that Ex.A1 is a genuine

document and the same has come into existence betwixt the plaintiffs and defendants 1 to 3.

26. Even though on the side of the defendants 1 to 3 a specific contention has been put forth in respect of Ex.A1, no acceptable evidence has been forthcoming. The specific case of the defendants 1 to 3 is that one Palanisamy has introduced the first plaintiff to the first defendant for getting a loan of Rs.1 lakh. Even for the purpose of proving the said factual aspect, no attempt has been made on the side of the defendants to examine the said Palanisamy. Since there is no positive evidence on the side of the defendants to dispel the evidence adduced on the side of the plaintiffs, the Court can very well come to a conclusion that the defence taken on the side of the defendants 1 to 3 with regard to Ex.A1 cannot be accepted.

27. The specific contention put forth on the side of the 4<sup>th</sup> defendant is that he is a bona fide purchaser for value and paid money in good faith without notice of Ex.A1.

28. The 4<sup>th</sup> defendant has been examined as D.W.3. In fact he adduced evidence on the basis of averments made in the written statement.

29. At this juncture, the Court has to meticulously analyse the sale agreement dated 19.02.2008 and sale deed dated 18.09.2008. The sale agreement dated 19.02.2008, which stands in the name of 4<sup>th</sup> defendant has been marked as Ex.B3 and the sale deed dated 18.09.2008, which stands in his name has been marked as Ex.B1. In Ex.B3, total sale consideration has been fixed at Rs.6 lakhs and an advance amount of Rs.2 lakhs has been paid, whereas, in Ex.B1 total consideration is mentioned as Rs.2,26,000/-. Further in Ex.B1 no mention has been made in respect of Ex.B3. If really Ex.B3 has come into existence on 19.02.2008 between the defendants 1 to 3 and 4<sup>th</sup> defendant and if really the 4<sup>th</sup> defendant has advanced an amount of Rs.2 lakhs, definitely the same would be mentioned in Ex.B1 and further, the total sale consideration mentioned in Ex.B3 is not reflected in Ex.B1. Therefore, it is needless to say that both Ex.B3 and Ex.B1 have been falsely created so as to defeat the rights of the plaintiffs.

30. It is a settled principle of law that as per Section 19 (b) of the Specific Relief Act, 1963, a bona fide purchaser for value, who paid money in good faith without notice of prior sale agreement is not bound to execute a sale deed in favour of the plaintiff. Under the said circumstances, the 4<sup>th</sup> defendant has to necessarily prove that he is a bona fide purchaser for value without notice of Ex.A1.

31.As animadverted to earlier there is a vast difference between sale consideration mentioned in Ex.B3 and Ex.B1 and further, no mention has been made in Ex.B1 about the existence of Ex.B3. Therefore, the Court can safely come to a conclusion that the 4<sup>th</sup> defendant is not a bona fide purchaser for value and he is not entitled to get the protection available under Section 19(b) of the Specific Relief Act, 1963.

32.The learned counsel appearing for the appellants/defendants has repeatedly contended to the effect that the defendants 1 to 3 have sold the suit property in favour of the 4<sup>th</sup> defendant by virtue of Ex.B1 and under the said circumstances, without cancelling or setting aside Ex.B1, the plaintiffs are not entitled to get discretionary relief of specific performance.

33.As mentioned supra, in some of the decisions of the Hon'ble Supreme Court it is held that sale deed, which stands in the name of subsequent purchaser, should either be cancelled or set aside.

34.The learned Senior counsel appearing for the respondents 1 to 3/plaintiffs has relied upon the decision reported in 2015 (5) Supreme Court Cases 223-Rathnavathi and Another vs. Kavita Ganashamdas, wherein the Hon'ble Supreme Court has dealt with a case of identical facts. The Hon'ble Supreme Court has relied upon the decision reported in AIR 1954 SC 75-Durga Prasad v. Deep Chand, wherein at paragraph No.42, it is observed as follows:

"42.In our opinion, the proper form of decree is to direct specific performance of the contract between the vendor and the plaintiff and direct the subsequent transferee to join in the conveyance so as to pass on the title which resides in him to the plaintiff. He does not join in any special covenants made between the plaintiff and his vendor; all he does is to pass on his title to the plaintiff. This was the course followed by the Calcutta High Court in Kafiladdin v. Samiraddin (AIR 1931 Cal 67) and appears to be the English practice.

35.A mere reading of the decision referred to supra it is made clear that as per Section 19 of the Specific Relief Act, 1963, if a subsequent purchaser is not a bona fide purchaser for value without notice of prior sale agreement, he has to join along with the vendor to execute a registered sale deed in favour of the plaintiff.

36. In the instant case, as pointed out earlier, the 4<sup>th</sup> defendant is not a bona fide purchaser for value without notice of Ex.A1. Further it is held that Ex.B1 and Ex.B3 are created only for the purpose of defeating the rights of the plaintiffs. Under the said circumstances, the 4<sup>th</sup> defendant is also bound to join with the defendants 1 to 3 for executing a registered sale deed in favour of the plaintiffs.

37. It is an admitted fact that in Ex.B1, the plaintiffs are not parties. Since the plaintiffs are not parties in Ex.B1, they are not bound to either cancel or set aside the same. Further, it is a well settled principle of law that only a party to a document is bound to cancel or set aside the same. Under the said circumstances, in view of the decision reported in (2015) 5 Supreme Court Cases 223 and also in view of the decision reported in AIR 1954 SC 75, this Court is of the considered view that the argument advanced by the learned counsel appearing for the appellants/defendants in respect of cancellation of Ex.B1 does not hold good and the same can be ignored.

38. It has already been pointed out that after adducing considerable/requisite evidence on the side of the defendants, at the stage of argument, the counsel for the defendants has reported 'no instructions'.

39. The argument put forth on the side of the appellants/defendants is that the trial Court has passed an ex-parte decree and under the said circumstances, the proper remedy open to the defendants is to file a petition under Order 9 Rule 13 of the Code of Civil Procedure 1908 and therefore, the present appeal suit is liable to be remitted to the file of the trial Court.

40. Even in the preamble of the judgement passed by the trial Court, it has been clearly mentioned that on the side of the defendants requisite (both oral and documentary evidence) have been adduced and therefore, judgement is passed purely on merits. Since on the side of the defendants, both oral and documentary evidence have been adduced considerably so as to substantiate the contentions put forth on their side, the Court cannot come to a conclusion that the decree passed by the trial Court is an ex-parte decree and under such circumstances, the contention put forth on the side of the appellants/defendants with regard to nature of decree passed by the trial Court is sans merit.

41. In several places it is pointed out that in a suit for specific performance, as per Section 16(c) of the Specific Relief Act, 1963, the plaintiff has to plead and independently

prove his readiness and willingness to perform his part of the contract even though a negative plea has not been raised on the side of the defendants.

42. In the instant case, on the side of the plaintiffs replete and unimpeachable evidence is available so as to prove their readiness and willingness to perform their part of the contract. It is not an exaggeration to say that the entire defence taken on the side of the defendants is nothing but false. Since on the side of the plaintiffs, the statutory provision of Section 16(c) of the Specific Relief Act, 1963 has been properly complied with and since the 4<sup>th</sup> defendant is not a bona fide purchaser for value without notice of Ex.A1, it is clear that the defendants 1 to 4 are bound to execute a sale deed in favour of the plaintiffs.

43. The trial Court, after considering the rival evidence available on record, has rightly decreed the suit. In view of the discussion made earlier, on the basis of factual and legal aspects, this Court has not found any error nor illegality in the judgement and decree passed by the trial Court and therefore, the present Appeal Suit deserves to be dismissed.

In fine, this Appeal Suit is dismissed with costs. The judgement and decree passed in O.S.No.842 of 2008, by the trial Court are confirmed. Connected miscellaneous petition is dismissed.

Sd/-

Asst.Registrar (CS IV )

/true copy/

Sub Asst. Registrar

To

1. The I Additional District Court, Coimbatore.

2. The Section Officer,  
VR Section,  
High Court, Madras. (2copies)

+ 1 cc to Mr.P.Saravana Sowmiyan Advocate, SR.85166

+ 1 cc to Mr.V.Chandrababu Advocate, SR.86009

Appeal Suit No.319 of 2017

nm(co)  
nr 05/02/2018