

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30/01/2017

CORAM

THE HONOURABLE MR.JUSTICE **K.KALYANASUNDARAM**

C.S.No.548 of 2014

J.V.K.Ajay Pratheeb Plaintiff

Vs

P.Murali
2.P.Mani
3.P.Poobalan
4.Geetha ... Defendants

The Civil Suit is filed under Order VII Rule 1 of CPC read with Order IV Rule 1 of H.C.O.S. Rules, praying for (a) directing the defendants 1 to 3 to execute and Register the Sale Deed conveying the schedule mentioned property in favour of the plaintiff on receiving the balance sale consideration of Rs.1,89,00,000/- (Rupees One Crore and Eighty Nine Lakhs only) failing which, this Court may be pleased to execute the Sale Deed in favour of the plaintiff; (b) to pay the costs of the suit.

For Plaintiff : Mr.V.Balasubramaniam

For Defendants : Set Ex-parte

J U D G M E N T

The case of the plaintiff is as follows:-

The case of the plaintiff is that the defendants 1 to 3 through their Power Agent, the fourth defendant entered into an agreement of sale on 08.08.2011, agreeing to sell the suit property for a total sale consideration of Rupees Two Crores and Ten Lakhs and on the date of agreement, they received Rupees Twelve Lakhs towards advance and they agreed to execute the sale within a period of three months. Since a portion of the property was under the occupation of the tenant, the defendants undertook to evict them, which is also incorporated in the agreement. After evicting the tenants on 18.08.2011, they handed over vacant possession to the plaintiff, on receiving a further sum of Rs.9 lakhs. While so, on 25.08.2011, the defendants approached the plaintiff for cancellation of the agreement, however, it was rejected by the plaintiff. Since attempt was made to break open the suit property, a Suit in O.S.No.346 of 2012 was filed by the plaintiff before the XVth Assistant City Civil Court, Chenani for permanent injunction, restraining them from interfering the plaintiff's peaceful possession of the property. The Suit was decreed as ex-parte and the set-

aside petition filed by the defendants 1 to 3 is pending. Hence, the present suit.

2. The learned counsel for the plaintiff would submit that the plaintiff examined himself as P.W.1 and marked the following documents as Exs.P1 to P6 as documentary evidence in order to prove the suit claim:-

1) Ex.P1 is the certified copy of the Power of Attorney deed dated 24.09.2007.

2) Ex.P2 is the agreement of sale executed by the defendants 1 to 3 through their Power of Attorney, the fourth defendant herein in P.W.1 favour, dated 08.08.2011.

3) Ex.P3 is the receipt executed by the defendants Power of Attorney, 4th defendant, dated 18.08.2011.

4) Ex.P4 is the advertisement published in the Hindu at page No.2, dated 10.12.2011.

5) Ex.P5 is the legal-notice along with the postal acknowledgment, dated 15.12.2011.

6) Ex.P6 is the true copy of the plaint in O.S.No.346 of 2012 on the file of learned XVth Assistant Judge, City Civil Court, Chennai.

3. The learned counsel for the plaintiff further submitted that the plaintiff has proved his case and the Suit will have to be decreed.

4. The defendants were set-exparte on 08.03.2016. The said position continued as of now. Taking into consideration, the pleadings, the evidence of P.W.1 and Exs.P1 to P6, this Court is of the view that the plaintiff has proved his case and the Suit is liable to be decreed and accordingly, the Suit stands decreed. The plaintiff is directed to deposit the balance sale consideration within a period of 30 days from the date on which this order copy is made ready and on deposit, the defendants shall execute sale deed within a period of two months thereafter. If the defendants fail to execute the sale deed within the specified time, the Officer of the Court, shall execute sale deed in favour of the plaintiff. No costs.

sd/.M.K.K.S.J
30.01.2017

//Certified to be a true copy//

Dated this the day of 2017.

WEB COPY

s.s/27.03.2017

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.