

IN THE HIGH COURT OF JUDICATURE AT MADRAS

JUDGMENT RESERVED ON :07.11.2017

JUDGMENT PRONOUNCED ON : 04.12.2017

CORAM

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.428 of 2008

S.Ravichandran ... Plaintiff

Vs

1. S.K.Nizamuddin
2. S.K.Sharfuddin
3. S.K.Shahabuddin
4. S.K.Shamshuddin
5. S.K.Ilamuddin
6. S.K.Alimudeen

7. Mohammed Aquil
8. Ms.L.Shabana Jabeen ... Defendants

[Defendants 7 and 8 impleaded as per order dated 22.04.2016 in application No.2031 of 2016]

Prayer : Complaint filed under Order IV Rule 1 of O.S. Rules read with Order VII Rule 1 of the Code of Civil Procedure, praying for the following judgment and decree:-

- (a) granting a decree for specific performance directing the defendants to execute and register a sale deed absolutely conveying the schedule mentioned property in favour of the plaintiff as per the

terms of the agreement of sale dated 24.10.07 entered into between the plaintiff and defendants and consequently direct the defendants to handover vacant possession of the schedule mentioned property within a time to be fixed by this Hon'ble Court failing which Appoint an officer of court to perform the same;

- (b) For a permanent injunction restraining the defendants, their agents, and servants and every one claiming under them and acting on their behalf from in any way alienating or encumbering the schedule property in any manner whatsoever;
- (c) directing the defendants to pay cost of the suit.

For Plaintiff : Mr.V.Manohar
for M/s.C.Rajan

For Defendant : Mr.G.R.M.Palaniappan

J U D G M E N T

The suit has been laid for specific performance in respect of the agreement for sale dated 24.10.2007.

2. According to the plaintiff, defendants 1 to 6, who are the owners of the suit property, offered to sell the same for consideration of Rs.30,00,000/- to the plaintiff, who is also a tenant, for commercial purposes, of a portion of the suit property in the ground floor. The defendants were paid an advance of Rs.5,10,101/- on the date of the agreement and a period of 3 months was fixed for performance of the

contract. The sale agreement also contemplated delivery of vacant possession of the first floor of the premises and it was also agreed that all entrances/ways to the adjacent building from the first floor of the suit property should be closed by the vendors. The plaintiff would further contend that though the defendants 1 to 3, 5 and 6, who are the brothers had agreed to get the signature of the 4th defendant in the suit agreement or to get an authority from the 4th defendant for sale of the property in favour of the plaintiff, however, failed to keep up their promise and the 1st defendant being the eldest, agreed to obtain the signature of the 4th defendant, at the time of the execution of the sale deed. Believing the words of the 1st defendant, the plaintiff did not press hard for the 1st defendant signing the sale agreement. Since the defendants did not come forward to comply with the terms of the contract, viz. to evict the tenant in the first floor and to close the ways and entrances to the adjacent building, the plaintiff issued a notice on 19.02.2008 calling upon the defendants to comply with the terms of the agreement and to come forward to execute the sale deed within three days from the date of receipt of the notice. The defendants 1,2,3,5 and 6 sent a reply on 22.02.2008, contending that the plaintiff has not come forward to pay the balance of sale consideration within the time stipulated under the agreement dated 24.10.2007, despite the fact that the defendants have taken steps to comply with Clauses 5 and

6 of the agreement of sale. It is also claimed in the said notice that the plaintiff only gave false dates and assurances to pay the balance of sale consideration. A specific plea was taken to the effect that the plaintiff had no wherewithal to pay the balance of sale consideration. In the reply notice further claimed that in view of the failure on the part of the plaintiff to comply with the terms of the agreement, the defendants called upon the plaintiff to receive a sum of Rs.4,00,000/- after deducting 25% from and out of the said advance amount as per the Clause 8 of the said agreement and cancel the sale agreement within three days from the receipt of reply notice. A demand draft for a sum of Rs.4,00,000/- dated 22.02.2008 was also enclosed with the said reply notice. The plaintiff sent a re-joinder to the said reply on 26.02.2008, returning the demand draft. Soon thereafter, the present suit came to be filed on 03.03.2008 seeking specific performance of the agreement of sale dated 24.10.2007. Pending the said suit the defendants 1 to 6 sold the suit property to the defendants 7 and 8 on 30.05.2008. Thus, the defendants 7 and 8 were impleaded in the suit by an order of this Court, dated 22.04.2016.

3. The defendants 1 to 3, 5 and 6 have filed a written statement contending as follows. The execution of sale agreement and the receipt of advance of Rs.5,10,101/- was admitted. According to the defendants, time

is the essence of the contract as per the agreement dated 24.10.2007. They would contend that the plaintiff is not entitled to the relief of specific performance as he has not come forward to pay the balance consideration within the time stipulated under Ex.P1, and inasmuch as Ex.P1 provides for the consequences of default on part of either of the parties, the plaintiff cannot seek specific performance after the expiry of time fixed under the agreement dated 24.10.2007. It is also contended that there was no assurance by the defendants with reference to the signature of the 4th defendant. It is in fact claimed that the defendants 1 to 3, 5 and 6 are not even in talking terms with the 4th defendant, who is living in abroad and therefore, they never assured to obtain the signature of the 4th defendant at any point of time. It is also contended that in the absence of any demand within time fixed under the agreement i.e., on or before 23.01.2008, the plaintiff had lost his right to seek a decree for specific performance. Thus, the sum and substance of the defence is that the plaintiff was not ready and willing to perform his part of the contract within the time stipulated in the agreement and in view of the same, the defendants had rescinded the contract by way of reply notice dated 22.02.2008. Therefore, the plaintiff has no right to seek specific performance.

4. Though, the defendants 7 and 8 have filed a separate written

statement, the defence is almost identical to the defence set out in the written statement of defendants 1 to 3, 5 and 6, the 4th defendant remained *ex-parte*. The defendants 7 and 8 being purchasers after the suit they are not entitled to put up any other defence. The defendants 7 and 8 would submit that after their purchase, they moved eviction proceedings against the plaintiff and also obtained orders for eviction.

5. On the above rival contentions, the following issues were framed for consideration in the suit:

1. *Whether the plaintiff is entitled for specific performance of the agreement of sale dated 24.10.2007 against all the defendants?*
2. *Whether the defendants performed the terms of sale agreement dated 24.10.2007?*
3. *Whether the defendants are legally right in cancelling the agreement of sale unilaterally by a reply notice dated 22.02.2008?*
4. *Whether the plaintiff is entitled for the suit relief as prayed for?*
5. *Whether the plaintiff is entitled for any other relief?*

In view of Section 16 (c) of the Specific Relief Act, the following additional issue is framed for consideration:

1. *Whether the plaintiff could be said to have been ready and willing to perform his part of the contract through out?*

6. Though, these issues were framed prior to the impleading of the defendants 7 and 8, the defendants 7 and 8 being *pendente lite* purchasers, their impleading does not alter the situation.

7. During trial, two witnesses were examined on the side of the plaintiff and the 1st defendant was examined on the side of the defendants. Exs. P1 to P11 were marked on the side of the plaintiff. D.W.1 was examined on the side of the defendants and no documentary evidence was produced.

Issue No.1:

8. The suit agreement has been marked as Ex.P1. In the preamble of the said agreement, the number of vendors were shown as six including the 4th defendant, who is admittedly not a signatory to the document. He is not represented by any of the other defendants. The defendants are Mohammedans, therefore, the theory of representation by the eldest male member (Karta/Manager) cannot be applied to the defendants. Therefore, *prima facie* the suit agreement cannot be enforced against the 4th defendant in the absence of the 4th defendant or his

authorised representative having signed the agreement. Of course, the plaintiff as P.W.1 would depose that the other defendants had agreed to get the signature of the 4th defendant in the suit agreement marked as Ex.P1 at a later point of time but they failed to do so. On the other hand, D.W.1 had in his evidence, stated that he never gave such assurance. Irrespective of the fact that whether such an assurance was given or not, the fact remains that the 4th defendant is not a signatory to the agreement dated 24.10.2007.

9. Mr. V.Manohar, learned counsel appearing for the plaintiff would contend that the plaintiff would be entitled to a decree against all the defendants and he would point out that the subsequent alienation in favour of defendants 7 and 8 has been made by the 4th defendant also and he has been represented by the 1st defendant as his Power Agent under a Deed of Power of Attorney dated 08.05.2008, which is duly adjudicated before the Sub Registrar, Saidapet. He would also contend that the 1st defendant had, in fact, acted as an authorised representative of the 4th defendant also, while signing the suit sale agreement. In the plaint, the plaintiff would claim that the 1st defendant had agreed to get the signature of the 4th defendant or get a due authorisation from him to enable the 1st defendant to enter into an agreement. He would also say that the 1st defendant

subsequently agreed to get the signature of the 4th defendant at the time of the execution of the sale deed. However, in his proof affidavit the plaintiff would claim that the xerox copy of a power of Attorney executed by the 4th defendant in favour of the 1st defendant was shown to him at the time execution of the sale agreement itself i.e., 24.10.2007 and from the sale deed dated 30.05.2008, which is marked as Ex.P7 it could be seen that the Power of Attorney executed by the 4th defendant in favour of the 1st defendant is dated 08.05.2008, i.e., after the filing of the suit. It is therefore clear that the 4th defendant did not sign the agreement. The other defendants, who are the brothers did not also mention that the agreement would bind the 4th defendant by their act of signing the agreement. The agreement also does not contain a recital to the effect that the others entered into the agreement on behalf of the 4th defendant also. The only evidence that is available is interested testimony of the plaintiff which is also not in a strict consonance with the pleading. Therefore, I am unable to accept the claim of the plaintiff that he is entitled to a decree for specific performance against all the defendants. In ***P.Swamiappan and another v. Rukmani (died) and others***, reported in **2014 (4) CTC 330**, this Court had, in fact, held that though an agreement of sale which is not signed by all the shares may not be invalid, but the same cannot be enforced against the co-sharer, who was not a signatory of the agreement. Hence Issue

No.1 is answered against the plaintiff and in favour of the defendants to the effect that the plaintiff is not entitled to seek specific performance against the 4th defendant.

Issue No.2 and an Additional Issue No.1:

10. These two issues are taken up together since answer to any one of them will affect the other. Section 16 (c) of the Specific Relief Act, mandates the plaintiff to show that he/she has always been ready and willing to perform his/her part of the agreement continuously from the date of the agreement till date of the suit.

11. Mr.V.Manoharan, learned counsel appearing for the plaintiff would invite my attention to the agreement of sale particularly to Clauses 3, 4 and 6 of the agreement of sale dated 24.10.2007 and contend that apart from requiring the plaintiff to pay the balance of sale consideration within a period of three months, the agreement also imposes certain duties on the defendants. According to the learned counsel, Clause 4 requires the defendants to vacate and handover the vacant possession of the first floor of the premises to the purchaser before registration of sale deed. Clause 6 requires the vendors, viz., defendants 1 to 6 to close all entrances or ways to the adjacent building from the schedule building. Thus, according to

Mr.V.Manohar, these promises are reciprocal, unless it is shown that the defendants have evicted the tenant in the first floor and closed the entrances, leading to the adjacent building, they cannot claim that the plaintiff was not ready and willing to perform his part of the contract. In fact, he would contend that the payment of consideration as per the Clause 3 of the agreement is dependant on the performance of the duties imposed on the defendants under Clauses 4 and 6 of the agreement. Therefore, according to him, in the absence of proof of compliance of the obligations under Clauses 4 and 6, the defendants cannot attribute lack of readiness and willingness to the plaintiff. With reference to readiness and willingness the plaintiff as P.W.1 in his proof affidavit has stated that he has been ready and willing to perform his part of the contract and also ready and willing to pay the balance of sale consideration. According to him, it is the failure on the part of the defendants, to perform their part of the contract as per the Clause 4, viz., to hand over the vacant possession, that delayed performance of the agreement. He would also contend that without performing the conditions in Clauses 4 and 6, the defendants are not entitled to demand the balance of sale consideration. The plaintiff as P.W.1, in his proof affidavit has stated that the defendants never informed the plaintiff about their readiness to perform the conditions prescribed in Clauses 4 and 6 of the agreement under Ex.A1. He would also further aver

that only after issuance of the lawyer's notice dated 19.02.2008, calling upon the defendants to perform their part of the agreement of sale, the defendants through their counsel sent reply on 22.02.2008 with false allegations. He has also filed an additional proof affidavit after impleading the defendants 7 and 8. In the said additional affidavit, he would claim that the delay is because of the defendants 1 to 6 were not able to close the opening in the first floor and second floor. It is also stated that they were unable to vacate the tenants in the first floor and second floor as per the agreement under Ex.P1. In his Cross-examination P.W.1 has deposed as follows:

“as per the Ex.P1, the time limit to get the sale deed registered is 3 months. It is not correct to state that I have not stated that I am ready to complete the sale registration with balance sale consideration. I have not sent any notice stating that I was ready to complete the sale. Witness adds: I have informed orally. “

He would also further depose that he has not paid anything more than Rs.5,10,101/-. During further course of Cross-examination, P.W.1 would depose as follows:

“I was having the entire sale consideration amount as on 24.01.2008. I have not caused any notice stating that I was having sufficient money to complete the sale to the vendors.”

He also denied the suggestion that the defendants have complied with the requirements of Clause 6, viz., the closing of the entrances between the suit property and the adjacent building.

12. The plaintiff as P.W.1 had filed an additional proof affidavit, after the impleading of the defendants 7 and 8 during the course of Cross-examination, after the filing of said additional proof affidavit by the counsels of the defendants 7 and 8, the plaintiff has deposed as follows:

"In my Advocate notice, I have stated that I have cash of Rs.25 lakhs in my hand and as such I was ready to purchase the suit property. Now the witness adds: I have Rs.10 lakhs cash in my hand and the balance of Rs.10 lakhs was in my bank account and remaining balance of Rs.5 lakhs could be arranged by me by pledging my jewels. I had Rs.11.5 lakhs and Rs.10 lakhs by way of Fixed Deposit in the month of January, 2008 and I had made above said two deposits during the month of January, 2008. It is correct to state that only after the expiry of the 90 days time as stipulated under the Sale agreement, I deposited the above said two amounts."

13. Though he would deny the suggestion that he has not stated anything about the fixed deposit either in the plaint or in the proof affidavit

or in the additional Proof affidavit, a reading of the plaint as well as the proof affidavit shows that he has not whispered about those deposits in the plaint as well as in the proof affidavit. He would also in the course of his Cross-examination conceded that at the time of selling the property by the defendants 1 to 6 to defendants 7 and 8, one tenant had vacated and another tenant was in possession, the other tenant also vacated after the sale got over. P.W.2 has been examined by the plaintiff to prove his readiness and willingness as well as the demands made by the plaintiff calling upon the defendants to perform their part of the contract. P.W.2 happens to be the brother-in-law of the plaintiff. He would depose that the performance of the contract was delayed because of the fact that the defendants could not comply with Clauses 4 and 6 of the agreement of sale.

14. The 1st defendant has been examined as D.W.1, during Cross-examination by the plaintiff, D.W.1 had categorically stated that both the tenants in the first floor had vacated prior to the agreement of sale Ex.P1 dated 24.10.2007, in fact to a particular suggestion the witness had answered in the affirmative. The said suggestion and answer is as follows:

“Q: Did you hold the keys of the entire first floor portion before the execution of the Sale Agreement Exhibit P1?

A: Yes”

15. To the suggestion that he has not complied with Clause 6 of the agreement the witness answered in the negative. The contention of Mr.V.Manoharan, learned counsel appearing for the plaintiff is that the payment of sale consideration is dependant on the defendants performing their obligations under the agreement. Clause 3 of the agreement stipulates that the sale consideration should be paid within three months from the date of the agreement and Clause 4 requires the vendors to hand over vacant possession of the first floor to the purchaser before registration of the sale deed. Clause 6 requires the vendors to close the entrances/ways to the adjacent building from the schedule building. A reading of the agreement would show that these clauses are independent to each other and the payment of sale consideration does not depend on the performance of these clauses. Clause 4 is clear that when it says that the vendors agreed to vacate and hand over vacant possession of the first floor to the purchaser before registering of the sale deed. This shows that the vendors were actually in possession of the first floor and it was not in occupation of the tenant. This Clause when read with evidence in Cross-

examination of P.W.1, which has been extracted above would show that the defendants were in fact in possession of the first floor at the time of the agreement. Therefore, the claim of the plaintiff that the defendants did not evict the tenants in the first floor appears to have been created by the plaintiff in order to justify the delay on his part in seeking specific performance.

16. Mr.V.Manohar, learned counsel appearing for the plaintiff would rely upon the judgment of the Supreme Court in **Chand Rani v. Kamal Rani**, reported in (1993) 1 SCC 519 and the judgment in **K.S.Vidyanadam and others v. Vairavan**, reported in 1997(3) SCC 1. The five Judge Bench of Hon'ble Supreme Court in **Chand Rani case cited supra**, only reiterated the law to the effect that time is not essence of contract in respect of the agreement of sale of the immovable properties. In **K.S.Vidyanadam** case cited supra, the Hon'ble Supreme Court had in fact pointed out that even where time is not essence of the contract, the plaintiff must perform his part of the contract within a reasonable time and reasonable time should be determined by looking at all the surrounding circumstances including the express terms of the contract and the nature of the property. Therefore, whether the parties intended time to be the essence of the contract and the question whether and the question whether

the plaintiff has sought for specific performance within a reasonable time and what would be the reasonable time in the circumstances of the case are all questions of fact, which will have to be decided on the terms of the agreement as well as the evidence available on record.

17. Ex.A1 agreement provides for payment of the balance of sale consideration within three months from 24.10.2007, Clauses 4 and 6 impose certain obligations on the defendants/vendors. Clause 8 of the agreement provides for consequences of default. Clause 8 of the agreement reads as follows:

"Both the parties are entitled to the remedies available under the Specific Relief Act, for specific performance of the terms of this Agreement of sale deed. If the vendors failed to perform this agreement of sale, the vendors shall return the advance of Rs.5 lakhs plus 25% of the said advance of Rs.5 lakhs together to the purchaser and if the purchaser failed to perform the agreement of sale in the stipulated time, the vendor shall return the advance of Rs.5 lakhs, after deducting 25% of the said advance to the purchaser."

18. The effect of Clause 8 is that if the vendors failed to perform their part of the contract they will have to return the advance plus 25% of

the advance amount. And the default on the part of the purchaser/plaintiff, he would be entitled to refund of amount less 25%. Ex.P1 agreement apart from prescribing the conditions for performance of the contract also prescribes the consequences of default. Admittedly, the plaintiff has not demanded specific performance of the contract within in the 3 months period. He issued a legal notice on 19.02.2008, i.e, within one month from the date of expiry. The plaintiff has caused a legal notice dated 19.02.2008 to which the defendants had promptly replied that plaintiff has lost his right to seek specific performance. They have also enclosed a demand draft for Rs.4,00,000/- towards refund of advance as per the Clause 8 of the agreement sale. A reading of Ex.A1 coupled with evidence P.W.1 and D.W.1 shows that the parties intended time to be the essence of the contract and P.W.1 has, in fact, admitted in his evidence that he never made a written demand within the time stipulated under Ex.A1. The very fact that the Ex.A1 sets out the consequences of default of either of the parties would conclusively show that the intention of the parties was to make time as essence of the contract. Therefore, I conclude that the parties to Ex.A1 intended that time to be the essence of the contract under the said Act.

19. Admittedly, the plaintiff has not chosen to seek performance

within time stipulated under Ex.P1. Of course a claim has been made within a month from the date of expiry of the time fixed under Ex.P1, but the defendants have promptly replied stating that having been not ready to perform his part of the contract within the time stipulated the plaintiff is not entitled to specific performance. The plaintiff would rely upon Ex.P10, viz. the Statement of Account of the plaintiff with Tamilnad Merchantile Bank, T.Nagar Branch to show that he had enough money to pay the balance of sale consideration at the time of agreement. The said statement starts from 05.01.2008 and it appears from the statement of accounts that the account itself has been opened on 05.01.2008, it appears that the plaintiff was sanctioned an over draft of Rs.9,50,000/- on 24.01.2008 and he had transferred a sum of Rs.10,00,000/- on 28.01.2008, he has withdrawn a sum of Rs.10,00,000/- on 28.01.2008. During, February 2008, it is shown that the plaintiff has deposited a sum of Rs.10,03,457/- and Rs.11,53,974/-. These apparently are the proceeds of certain fixed deposits but there is nothing on record to show that these monies were available with the plaintiff during January 2008. Even assuming that the plaintiff had these monies and he had wherewithal to pay the balance of sale consideration, I do not think that the plaintiff has established his readiness and willingness to pay the balance of sale consideration and get the sale deed executed in his favour. Mere possession of funds is not sufficient to prove both

readiness and willingness. Willingness is the state of mind which will have to be exhibited by prompt action and in the absence of such prompt action on the part of the plaintiff and particularly in the light of the specific recitals in Ex.P1 agreement, I am unable to conclude that the plaintiff has established to have been ready and willing to perform his part of the contract within the time contemplated under Ex.P1. It is only after the expiry of the three months period, the plaintiff has chosen to send a legal notice on 19.02.2008, blaming the defendants for non performance. This, in my considered view would dis-entitle the plaintiff from obtaining any relief particularly in a suit for specific performance. The relief of specific performance being the discretionary relief cannot be granted merely because it is legal. In the present case, admittedly the 4th defendant had not signed the contract. The plaintiff being a tenant under the defendants was aware of the fact that the 4th defendant is one of the sharers. Though he would claim that the 4th defendant had agreed for the sale, there is nothing on record to show that there was any such agreement or assurance made by the 4th defendant. The fact that the 4th defendant has authorised the 1st defendant to sell the property, subsequently, by way of Power of Attorney dated 08.05.2008 cannot help the plaintiff. Having known that the 4th defendant is not signatory to the contract the plaintiff has persisted with the suit for performance of entire contract for whole of the

property including the share of the 4th defendant. This conduct on the part of the plaintiff creates doubts in my mind as to be *bona fide* of the plaintiff. It is one thing to seek part performance of the agreement but to seek performance of the agreement against the person who is admittedly not a signatory cannot be said to be a desirable conduct on the part of the plaintiff, who seeks discretionary relief of specific performance. Of course, under Section 12 of the Specific Relief Act, the Court has the power to grant part performance of the contract or to grant a decree for specific performance of a contract to the extent possible of performance, but at the same time the desirability of exercise of such power in favour of the plaintiff, in a given case has to be decided on the facts and circumstances of the said case. Upon a perusal of the evidence and upon examination of the conduct of the parties, I am of the considered opinion that the plaintiff's conduct in seeking a decree for the entire property would atleast have the effect of creating the doubts in mind of the Court as to the exercise of discretionary power of granting a relief of specific performance in favour of the plaintiff. Thus the Issues No.2 and Additional Issue No.1 are answered against the plaintiff and in favour of the defendants.

Issue No.3:

20. This issue relates to the cancellation of the agreement by the

reply notice dated 22.02.2008. The agreement of sale Ex.P1 dated 24.10.2007, prescribes a period of three months for payment of the balance of sale consideration. The last date for performance is 23.01.2008. The plaintiff never made a demand within the three months period prescribed under Ex.P1. The first written demand made by the plaintiff was only on 19.02.2008 and the defendants have promptly responded by way of reply dated 22.02.2008, pointing out that the plaintiff is not entitled to specific performance in view of his failure to perform his part of the contract within the time stipulated under the agreement and in fact the reply notice only say that the agreement is rescinded, in view of non payment of the sale consideration within time fixed by the plaintiff.

21. The reply notice only states that in view of the breach committed by the plaintiff the agreement stands rescinded. In fact, the reply notice calls upon the plaintiff to receive the balance of sale consideration and cancel the agreement dated 24.10.2007 within three days from the date of the receipt of the reply notice. A reading of the entirety of the reply notice would only show that the defendants have been harping upon the non performance and they called upon the plaintiff to cancel the agreement within three days. Therefore, I do not think that there has been a unilateral cancellation of the agreement and in any event in

view of my finding on the Issue No.2 and Additional issue No.1, the correctness or otherwise of the alleged unilateral cancellation does not very seriously affect the case of the parties.

Issue No.4:

22. In view of the finding on the Issues Nos. 2 and 3, Issue No.4 is answered against the plaintiff and in favour of the defendant. Of course the suit agreement provides for refund of the advance money, subject to certain deductions but unfortunately, there is no prayer sought for by the plaintiff for refund of advance and in view of the statutory impediment imposed on the Court by Sub Section 2 of Section 22 of the Specific Relief Act, I desist from granting the relief of repayment of the advance amount.

23. In fine the suit is dismissed. However, in the circumstances of the case and considering the fact that the plaintiff has not sought for the relief of refund of advance, I make no order as to costs.

WEB COPY

04.12.2017

jv
Index: No
Internet: Yes
Speaking order

List of the Witnesses examined on the side of the Plaintiff:

- | | |
|----------|----------------|
| 1. P.W.1 | S.Ravichandran |
| 2. P.W.2 | C.Tamilselvam |

List of Exhibits marked on the side of the Plaintiff:

Sl.No.	Exhibits	Description of documents	Date
1	Ex.P1	Agreement of sale executed on between S.K.Nizammudeen and S.Ravichandran	24.10.2007
2	Ex.P2	Office copy of Lawyer notice with returned cover from D4 S.K.Shamsuddin	-
3	Ex.P3	Office copy of reply notice by defendant's counsel except D4.	-
4	Ex.P4	Re-joinder by plaintiff counsel addressed to defendant counsel except D4 with Acknowledgement	-
5	Ex.P5	Letter	28/01/2008
6	Ex.P6	Letter from S.K.Nizammudeen	28/01/2008
7	Ex.P7	Certified copy of sale deed	30/05/2008
8	Ex.P8	Certified copy of sale deed	16/07/2008
9	Ex.P9	Certified copy of sale deed	19/02/1999
10	Ex.P10	Statement of account from Tamilnadu Mercantile Bank	21/01/2016
11	Ex.P11	Office copy of Legal notice sent to the defendants along with Acknowledgement card	21/04/2008

List of the Witnesses examined on the side of the Defendants:

- | | | |
|---|-------|---------------|
| 1 | D.W.1 | S.K.Nizamudin |
|---|-------|---------------|

List of Exhibits marked on the side of the Defendants: Nil

04.12.2017

jv

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.



WEB COPY

R.SUBRAMANIAN,J.

jv



Pre Delivery Judgment
C.S.No.428 of 2008

04.12.2017

WEB COPY