IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 10.04.2018
PRONOUNCED ON : 23.04.2018

CORAM

THE HONOURABLE MR. JUSTICE T.RAVINDRAN

S. A.No.968 of 2004

R.Rajamani ..Appellant/Respondent/Defendant

Vs.

Kolandaivelu Udayar ..Respondent/Appellant/Plaintiff

Prayer: Second Appeal filed under Section 100 of Civil Procedure Code, against the judgment and decree dated 18.12.2003 in A.S.No.3 of 2003 on the file of Additional District Judge, Fast Track-III, Virudhachalam reversing the judgment and decree dated 30.01.2003 in O.S. No.122 of 1998 on the file of Additional Subordinate Judge Virudhachalam.

For Appellant : Mr.R.Venkatesulu
for M/s. Usha Ramman

For Respondent : Mrs. R.Meenal

JUDGMENT

This second appeal is directed against the judgment and decree dated 18.12.2003, passed in A.S.No.3 of 2003, on the file of Additional District Judge, Fast Track Court III, Virudhachalam, reversing the judgment and decree dated 30.01.2003, passed in O.S. No.122 of 1998, on the file of Additional Subordinate Court, Virudhachalam.

2. Parties are referred to as per their rankings in the trial Court.

3. Suit for specific performance.

4. The case of the plaintiff, in brief, is that the defendant and her husband approached the plaintiff in April 1997 and offered to sell the property described in the plaint schedule and the plaintiff agreed to the same and after negotiation, the price was agreed and fixed at Rs.1,08,000/- and

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the defendant had borrowed Rs.50,000/-from the plaintiff and executed a promissory note for the said amount on 13.05.1994 and the principal and interest were due on the said promissory note. That apart, the defendant's husband had received Rs.65,000/- promising to send the plaintiff's son to the Middle East. But the same could not materialise and the plaintiff's son returned within two days as the defendant's husband had sent him on a forged Visa and the plaintiff has been making demands on the defendant and her husband for return of the abovesaid two amounts and in February 1997, there was a panchayat and in the said panchayat, the defendant's husband agreed to pay Rs.40,000/- for the amount payable by him. But, neither the defendant nor her husband could pay either the amount due under the promissory note or the amount agreed to be paid by the defendant's husband and finding that they would not be able to repay the loan, the defendant and her husband as aforestated, offered to sell the suit property for Rs.1,08,000/- and evidencing the abovesaid transaction entered into between the parties, a sale agreement was executed on 07.04.1997 and the amount due under the promissory note arrived at Rs.68,000/- and the amount payable by the defendant's husband was fixed at Rs.30,000/- totally Rs.98,000/- and the said amount had been agreed to be held as the advance amount for the sale consideration and it was also agreed that the balance amount Rs.10,000/- has to be paid on or before 15.06.1998 and the sale deed executed. The said sale agreement had been attested by the defendant's husband and the defendant is bound to execute the sale deed after receiving the balance amount of Rs.10,000/- and though the plaintiff approached the defendant several times and offered to pay the balance amount Rs.10,000/- and requested her to execute the sale deed but the defendant had been evading the same on some pretext or the other and thereafter, on coming to know that the defendant is totally evading to execute the sale deed though the plaintiff has been always ready and willing to perform his part of the contract, according to the plaintiff, he has been necessitated to lay the suit for appropriate reliefs.

5. The defendant, in the written statement filed by her, has totally denied all the allegations A to Z detailed in the plaint and prayed for the dismissal of the plaintiff's suit. Further, it is noted that the defendant has not set up any independent case controverting the case of the plaintiff and after denying all the allegations from the beginning to the end, prayed for the dismissal of the suit.

6. In support of the plaintiff's case, PWs 1 to 5 were examined, Exs.A1 to A8 were marked. On the side of the defendant, DWs 1 to 4 were examined, Exs.B1 to B11 were marked.

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7. On a consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, the trial Court was pleased to dismiss the suit. On appeal, the first appellate Court, on an appreciation of the materials placed on record, was pleased to set-aside the judgment and decree of the trial Court and by way of allowing the appeal preferred by the plaintiff, decreed the suit as prayed for. Impugning the same, the present second appeal has been laid.

8. At the time of admission of the second appeal, the following substantial questions of law were formulated for consideration:

> " 1. Whether the court below did not err in reappraising the inference on the comparison of handwriting made by the trial Court on the disputed documents with admitted documents, when admittedly even as per the finding of the appellate court the signatures of the disputed documents varied with the signatures of the defendant in the admitted documents?
>
> 2. Whether the failure of the plaintiff to properly substantiate the recital as to consideration which is an important ingredient did not go to vitiate against the truth of the agreement?
>
> 3. Whether in the presence of interlineations and corrections in the agreement which were not explained by the plaintiff discretionary relief of specific performance by lower appellate court was not untenable?"

9. The plaintiff has laid the suit for the relief of specific performance on the basis of the sale agreement dated 07.04.1997, which document has come to be marked as Ex.A1. Now, according to the plaintiff, the sale price was fixed at Rs.1,08,000/- and a sum of Rs.98,000/- due to be paid by the defendant and her husband, as detailed in the plaint, to the plaintiff had been treated as the advance amount for the abovesaid sale consideration and further, according to the plaintiff, a balance sum of Rs.10,000/- was agreed to be paid by him to the defendant on or before 15.06.1998 and on the receipt of the same, the defendant should execute the sale deed in respect of the suit property and further, according to the plaintiff, though he had been always ready and willing to perform his part of the contract by tendering the balance sale consideration of Rs.10,000/-, inasmuch the defendant failed to honour her promise and execute the sale deed in favour of the plaintiff as agreed to by way of the sale agreement Ex.A1, it is

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claimed that the plaintiff has been necessitated to lay the suit for specific performance.

10. The defendant has, in toto, denied the case of the plaintiff and further, according to the defendant, all the documents projected by the plaintiff, mainly Exs.A1 to A4, had been created and fabricated by the plaintiff for the purpose of the case. Thus, it is found that the defendant, inter alia, has also disputed the genuineness of the sale transaction Ex.A1.

11. The plaintiff having laid the suit for specific performance, at the foremost, for entitling him to obtain the discretionary relief of specific performance, he should establish that he has been always ready and willing to perform his part of the contract and it is only the defendant who had been evading the completion of the sale transaction one way or the other and hence, he has been necessitated to lay the suit for specific performance. As per the case of the plaintiff, the sale agreement Ex.A1 has come to be executed on 07.04.1997. A reading of the terms contained therein would go to show that the plaintiff has to pay the balance sale consideration of Rs.10,000/- to the defendant on or before 15.06.1998 and the balance sale consideration is found to be a meagre amount. It is thus found that if really the plaintiff intended to complete the sale transaction immediately, nothing would have prevented him from tendering the balance sale amount immediately after the execution of the sale agreement and invite the defendant to execute the sale deed in his favour in respect of the suit property. Though the plaintiff has claimed that he has been always ready and willing to perform his part of the contract by paying the balance sale consideration and it is only the defendant who has been evading the execution of the sale deed by receiving the balance sale consideration on some pretext or other, except the interested and ipse dixit testimony of the plaintiff, examined as PW1, there is no other acceptable and reliable materials forthcoming on the part of the plaintiff to establish the above aspects of the matter. As per the evidence of PW1, though it is claimed that right from the inception of the sale agreement the plaintiff had been ready to pay the balance sale consideration and it is only the defendant who had been evading to receive the same and execute the sale deed, if the above said version of the plaintiff has any semblance of truth, immediately, on seeing the attitude of the defendant in evading the execution of the sale deed, the plaintiff should have addressed the defendant by way of a written communication or a legal notice, calling upon the defendant to receive the balance sale consideration and execute the sale deed. However, as regards the readiness and willingness on the part of the plaintiff right from the inception of the sale agreement, as above stated, there is no acceptable material forthcoming on the part of the plaintiff. The plaintiff has not even chosen to send a notice to the defendant reminding her about his readiness and willingness to pay the balance sale consideration and

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directing her to execute the sale deed. Thus, it is found that right from the date of sale agreement i.e., from 07.04.1997 till the laying of the suit, to establish the readiness and willingness on the part of the plaintiff, no material worth acceptance has been placed by the plaintiff and this would only go to show that the plaintiff has not been ready and willing to perform his part of the contract and accordingly, it is seen that he is unable to place any material worth acceptance to sustain his above plea and on the other hand, it is found that the plaintiff has come forward with the present suit only on 15.06.1998, by which date he has to pay the balance sale consideration to the defendant. Thus it is noted that, there is no material placed by the plaintiff to show his readiness and willingness from the date of sale agreement till the date of the suit and in such view of the matter, as rightly putforth by the defendant's counsel, when the readiness and willingness is the sine qua non element to be established by the party seeking the discretionary relief of specific performance, the same being completely absent in this case, it is found that, on the above score alone, the plaintiff would not be entitled to obtain the relief of specific performance.

12. The defendant, as above seen, has disputed the genuineness of Ex.A1 sale agreement tooth and nail. According to the plaintiff's case, Ex.A1 sale agreement has been attested by the defendant's husband examined as PW2. However, PW2 in his evidence has completely denied that his signature is not available in Ex.A1 and the same has been forged by the plaintiff. Further, it is stated by the plaintiff that the other witness Rajendran is stationed at Singapore. The scribe of the sale agreement is stated to be not available/dead. Thus, it is found that the other two attestors had been examined by the plaintiff to sustain his case. In this connection, the witness Narayanan has been examined as PW2, who would claim that the sale agreement had been executed between the plaintiff and the defendant and that he had attested the said document along with the other attestors. However, the evidence of PW2 does not inspire confidence. A reading of the evidence of PW2 would go to show that he is not able to throw any picture as to how the parties had agreed to as regards the payment of the sale consideration as agreed to between the parties. All that he would state with reference to the same is that he does not know as to the sale consideration agreed to between the parties and does not know the passing of any consideration between the parties, with reference to the sale consideration and further, according to him, on the date of the sale agreement, no amount had been exchanged between the parties. Thus, it is seen that PW2 is completely unaware of the agreement arrived at between the parties concerned as regards the payment and the mode of payment etc., That apart, PW2 would claim that the sale agreement is a registered one, however, the fact remains that Ex.A1 sale agreement is not a registered document. In such view of the matter, considering the nature of the evidence of PW2, as

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above discussed, as rightly determined by the trial Court, a serious doubt arises in the evidence of PW2, as to whether at all he would have been present at the time of the execution of the sale agreement as putforth by him. Inasmuch as he was not available at the time of the execution of the alleged sale agreement, it is seen that other than testifying that he has attested the said document, he is unable to give a clear picture about the agreement between the parties for entering into the sale agreement and in such view of the matter, no safe credence could be attached to PW2's evidence for upholding the plaintiff's case.

13. The other witness Narayanasamy examined as PW3 would also claim that he had attested the sale agreement along with the other witnesses and that the sale agreement had been entered into between the plaintiff and the defendant. However, during the course of cross examination, he would state that the sale consideration had been fixed at Rs.1,08,000/- and the parties had agreed that the amount due by the defendant to the plaintiff following the execution of the promissory note by the defendant in favour of the plaintiff earlier, the parties had agreed to adjust the sum of Rs.98,000/- towards the sale consideration and that the balance amount of Rs.10,000/- was agreed to be paid by the plaintiff to the defendant as recited in the sale agreement. Thus, as per the evidence of PW3, the sum of Rs.98,000/- was agreed to be adjusted between the parties concerned towards the sale consideration only as regards the amount due from the defendant to the plaintiff in respect of the promissory note executed by her in favour of the plaintiff and PW3 has not spoken about the adjustment of the amount payable by the defendant's husband towards the sale consideration as putforth by the plaintiff in the plaint, during the course of his evidence. It is thus found that when PW3 is also unable to give a clear picture as to how the parties had agreed to as regards the payment/adjustment of the sale consideration and when his evidence is found to be not inconsonance with the plaintiff's version, no safe credence could be attached to his evidence for upholding that the sale agreement is a genuine document. Barring the evidence of PWs 2 and 3, it is found that there is no valid material placed by the plaintiff to sustain the genuineness of Ex.A1 sale agreement. In this matter, it is found that the Courts below had been prone to and also endeavoured to compare the alleged signatures of the defendant available in Ex.A1 sale agreement with that of her signature available in Exs.B1 to B3 as well as Exs.A6 to A8. As per the trial Court, the signatures of the defendant available in Exs.B1 to B3 as well as the signatures available in Exs.A6 to A8 and the alleged signatures of the defendant available in Ex.A1 sale agreement do not tally. No doubt, the defendant has disputed the signatures marked as Exs.A6 to A8, which could not have been denied by her, inasmuch as the said signatures are found to be signed by the defendant in the register maintained by the Registration department while dealing with the property

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concerned at the time of the purchase of the same by the defendant. Be that as it may, the defendant has disputed even the signatures marked as Exs.A6 to A8. Further, as above seen, according to the trial Court, the abovesaid signatures vary and do not tally and did not further endeavour to compare the signatures and on the other hand, the trial Court observed that the plaintiff having laid the suit for specific performance based upon the sale agreement Ex.A1 and when the defendant has denied the same in toto, it is for the plaintiff to establish that the defendant had executed the sale agreement as putforth by him and in such view of the matter, the trial Court observed or noted that it is for the plaintiff to take steps to compare the signatures available in Ex.A1 with that of the other signatures of the defendant projected in the matter by way of expert's scrutiny and the plaintiff having failed to resort to the abovesaid course, accordingly declined to entertain the plaintiff's case based upon the Ex.A1 sale agreement. On the other hand, it is found that the first appellate Court, mainly on the basis of comparison of the signatures found in Ex.A1 with that of the signatures available in Exs.B1 to B3 as well as the signatures marked as Exs.A6 to A8 and holding that Exs.B1 to B3 do not have any similarity with the signatures available in Ex.A1, however, holding that the signatures available in Ex.A1 tally with the signatures available in Exs.A6 to A8 and on that basis, it is found that the first appellate Court proceeded to uphold the plaintiff's case. For coming to the conclusion that the signatures available in Ex.A1 tally with the signatures in Exs.A6 to A8, the first appellate Court has relied upon the similarities found in the signatures. Thus, according to the first appellate Court, the said signatures are made by one and the same person, namely, the defendant. However, in my considered opinion, though the Courts are empowered to compare the signatures but they should not endeavour to embark upon the said exercise and should be very very cautious and hesitant in endeavouring to compare the disputed signatures with the so called admitted signatures. Further, if at all the Court still proceeds to compare the signatures, namely, the disputed signatures with the so called admitted signatures, the Court should give valid and acceptable reasons as to in what respects the disputed signatures and the admitted signatures tally with each other or do not have similarities with each other and they should give clear details about the same in all aspects, even in minute aspects explaining the same in extenso so as to enable the Court in coming to the conclusion that the signatures either tally or do not tally and that should be only on the objective assessment of the signatures involved in the matter. However, in so far as this case is concerned, when it is found that the appellate Court has not given any detailed reasons other than stating that the signatures found in Exs.A6 to A8 tally with the signatures available in Ex.A1, suo motu proceeding that Exs.A6 to A8 are the signatures of the defendant, accordingly, on that premise, upheld the plaintiff's case. As above noted, when the reasons offered by the first appellate Court for coming to the

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conclusion that the disputed signatures and the so called admitted signatures in Exs.A6 to A8 are similar, being found to be of on the basis of a mere visual examination of the concerned signatures without giving any detailed reasons as to in what respects the letters found in the disputed signatures and the letters found in the so called admitted signatures have similarities and on the other hand, merely pointing out that as one particular feature is similar in both the signatures, so they should be made by one and the same person, as determined by the first appellate Court, in my considered opinion, do not serve the purpose and as rightly putforth, such a conclusion could be arrived at even by a lay man and if that type of comparison is to be encouraged, the same would result in total confusion and could be easily challenged by the aggrieved party and in such view of the matter, the Court should not be easily prone to compare the disputed signatures with the available signatures. That apart, when the signature marked as Exs.A6 to A8 are found to be not the signatures of the defendant, assuming the same to be the defendant's signatures, contemporaneous to the signatures available in Ex.A1, which document has come to be executed in 1997, where as the signatures marked as Exs.A6 to A8 are found to have been made during the year 1994 and accordingly, the first appellate Court should have refrained from comparing the said signatures and left it to the wisdom of the expert in the field. In such view of the matter, the abovesaid main reasoning of the first appellate Court for holding that the signatures available in Ex.A1 are made by the party who had put the signatures marked as Exs.A6 to A8 and further holding that, the signatures marked as Exs.A6 to A8 should have been made only by the defendant and on that premise, the first appellate Court upholding the genuineness of Ex.A1 is found to be not in accordance with law and hence, could not be accepted in any manner.

14. In the light of the above discussions, it is found that the plaintiff has miserably failed to establish the truth and genuineness of Ex.A1 sale agreement.

15. In connection with the payment of the consideration concerning the alleged sale agreement fixed by way of Ex.A1, according to the plaintiff, the amount due under the promissory note said to have been executed by the defendant in his favour marked as Ex.A2 had been arrived at and the same had been fixed at Rs.68,000/- However, the execution of the said promissory note is also disputed by the defendant. It is the case of the plaintiff that the defendant has not paid any amount due under Ex.A2 promissory note. If really the defendant had executed the said promissory note on the receipt of the consideration as recited therein, the plaintiff would not have remained as a silent spectator for more than three years without demanding the amount due under the said promissory note. It is found that there is no material available on the part of the plaintiff to prove that he had made any claim of the return of the said

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amount from the defendant due under Ex.A2 promissory note. Thus, it is found very strange that the defendant had agreed to adjust the said amount due under Ex.A2 promissory note, towards the part of sale consideration fixed by way of Ex.A1. On the premise that the interest had been fixed at 12% in Ex.A2, accordingly, calculating the same for three years, it is determined by the first appellate Court, the sum of Rs.68,000/- due under Ex.A2 has been fixed between the parties. However, by way of the abovesaid calculation, it cannot be held suo motu or without any basis that the defendant had agreed to the same for to be adjusted towards the part of the sale consideration fixed by way of Ex.A1. Inasmuch as the defendant had not received any amount as putforth by the plaintiff in a sum of Rs.50,000/- and execute the promissory note marked as Ex.A2, it is found that the plaintiff, till the last date of the limitation period, did not care to make any claim of the return of the said amount and cleverly putforth the case, as if the said amount i.e., towards the principal and interest calculated for three years had been agreed to be adjusted towards the part payment of the sale consideration fixed under Ex.A1 and when the very execution of Ex.A1 itself is disputed by the defendant in toto, for the reasons aforestated, the case of the plaintiff that the amount due under Ex.A2 promissory note has been adjusted towards the payment of sale consideration of Ex.A1, as such, cannot be accepted. Further, though the plaintiff has examined PW3, one of the attestors to the promissory note marked as Ex.A2, on the sole testimony of PW3, we cannot safely come to the conclusion that the consideration had been passed on under the said promissory note to the defendant as recited therein and in evidence thereof, the defendant had executed the said promissory note in favour of the plaintiff. In this connection, PW3 would also claim that he had attested Ex.A2 promissory note. According to PW3, during the course of cross examination, the amount of Rs.50,000/- recited under Ex.A2 was paid at Ogaiyur and the said amount had been disbursed only after the execution of Ex.A2. Subsequently, he would depose that the amount recited under Ex.A2 had been paid two hours after the execution of the said document and he was also present at the time of the receipt of the said amount by the defendant. Thus, it is seen that as per the evidence of PW3, the attestor, the so called consideration had not been passed on to the defendant at the time of the execution of Ex.A2 and only later, the said amount has been claimed to have been paid. It is therefore highly doubtful whether the consideration would have been passed on to the defendant by way of Ex.A2 and as seen from the conduct of the plaintiff in not showing any interest for claiming the amount due under Ex.A2 for a period of three years by way of issuance of notice etc., to still say that the amount due under Ex.A2 had been adjusted towards the part of the sale consideration is found to be highly unbelievable and unacceptable.

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16. Ex.A2 is dated 13.5.94. Now, according to the plaintiff, the defendant's husband DW2 had promised to send his son abroad and for which he had been paid Rs.65,000/-. This payment, according to the plaintiff's case, is stated to be made on 22.11.94. When it is found that no amount had been paid by the defendant by way of Ex.A2, either towards principal or interest, since the date of execution of the same, the case of the plaintiff that despite the same, he has offered a sum of Rs.65,000/- to the defendant's husband on his promise that he would take his son abroad, as such, cannot be readily accepted and believed and in this connection, Ex.A3 undertaking receipt said to have been executed by DW2 has been marked by the plaintiff and further, in this connection, according to the plaintiff, a panchayat was held and by way of the panchayat's decision, the amount due from the defendant has been reduced to Rs.40,000/- and further, according to the plaintiff, the said sum of Rs.40,000/- has been further lowered to Rs.30,000/- and accordingly a sum of Rs.30,000/- plus a sum of Rs.68,000/- due under Ex.A2 amounting to Rs.98,000/- had been adjusted towards the part of the sale consideration is found to be highly unacceptable and unbelievable. The plaintiff, during the course of evidence, has come forward with the case as if a muchilika has been effected in the panchayat. This fact has not been adverted to in the plaint. The said muchilika has come to be marked as Ex.A4. The defendant and her husband has disputed Ex.A3 and A4 and in particular DW2 has disputed the so called signatures available in Exs.A3 and A4 . DW2's name is Pazhanimuthu. But the signatures in Exs.A3 and A4 is signed as M.Pazhani. There is no proof or material to show that the defendant's husband used to sign also as M.Pazhani. There is no admitted signature of the defendant's husband available on record as M.Palani. In such view of the matter, when Exs.A3 and A4 are disputed, without any basis, the first appellate Court is found to have accepted the genuineness of the said documents by upholding the genuineness of Exs.A1 and A2, on the basis of comparison of the signatures available in the documents with that of the so called admitted signatures marked as Exs.A6 to A8. However, as above discussed, when the approach of the first appellate Court is found to be not tenable in the eyes of law sans any valid reasons with reference to the same, it is found that without any basis or material, the first appellate Court has proceeded to uphold the genuineness of Exs.A3 and A4 for coming to the conclusion that the said documents had been executed by the defendant's husband DW2, merely because the said document had come to be engrossed in the letter head of the defendant's husband. That aspect by itself would not lend any credence to the said document sans proof with reference to the execution of the said documents by DW2. Similarly, the document marked as Ex.A5, which is a document interse executed between the defendant and one Pattusamy, when the plaintiff has not offered any valid reason as to how come he has come to the custody of the said document, it is seen that Ex.A5 cannot be relied upon for upholding the plaintiff's case.

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17. In so far as this case is concerned, no doubt, there are some discrepancies in the defendant's version projected during the course of evidence as well as in the documents marked on behalf of the defendant, particularly, with reference to the name of the defendant's husband DW2. However, the plaintiff cannot be allowed to pick holes in the defendant's version and thereby endeavour to succeed in his case without establishing his case by placing acceptable and reliable materials. Therefore, the first appellate Court is found to have seriously given concentration only in the weakness of the defendant's version and thereby, found to have erroneously upheld the plaintiff's case despite the absence of any material worth acceptance in support of the plaintiff's case, as above discussed.

18. In the light of the above discussions, the first appellate Court had erred in comparing the disputed signatures with the so called admitted signatures marked as Exs.A5 to A6, without giving any valid reasons worth acceptance for accepting the similarities of the above said set of signatures, further is found to have erred in accepting the plaintiff's case on that premise. Further, it is also noted that the plaintiff has failed to establish the sale agreement entered into between the parties as well as the sale consideration fixed under the same and also with the adjustment of the sale consideration as putforth in the plaint by placing acceptable and reliable materials and further, the first appellate Court has also failed to take into consideration the absence of readiness and willingness on the part of the plaintiff in completing the sale transaction and that apart, the first appellate Court has failed to note that the plaintiff has miserably failed to establish the genuineness of Ex.A1 sale transaction and on the other hand, found to have upheld the genuineness of Ex.A1, on the mere comparison of the signatures as above discussed and in such view of the matter, the judgment and decree of the first appellate Court upholding the plaintiff's case cannot be sustained, as they are found to be without any acceptable and reliable materials on record and accordingly, the substantial questions of law formulated in the second appeal are answered against the plaintiff and in favour of the defendant.

19. In support of her contentions, the defendant's counsel placed reliance upon the decisions reported in CDJ 2001 MHC 348 (A.Ganapathy Vs. S.Venkatesan), 2017 (3) CTC 711 (N.Sundaram Vs. P.kamalammal and Ors.) and 2017 (5) CTC 520 (K.M.Balasubramanian Vs. S.Shanmugam and Ors.) The principles of law outlined in the abovesaid decisions are taken into consideration and followed as applicable to the case at hand.

20. For the reasons aforestated, the judgment and decree dated 18.12.2003, passed in A.S.No.3 of 2003, on the file of Additional District Judge, Fast Track Court III, Virudhachalam are set-aside and the judgment and decree dated 30.01.2003,

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passed in O.S. No.122 of 1998, on the file of Additional Subordinate Court, Virudhachalam are confirmed. Accordingly, the second appeal is allowed with costs. Consequently, connected miscellaneous petition, if any, is closed.

Sd/-
Assistant Registrar(CS)

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Sub Assistant Registrar

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To

1. The Additional District Judge,
   Fast Track Court III,
   Virudhachalam,

2. The Additional Subordinate Court,
   Virudhachalam.

+ 1 cc to Mr.R. Subramanian, Advocate Sr.29825

S. A.No.968 of 2004

(CS-VII)
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