

IN THE HIGH COURT OF JUDICATURE AT MADRAS  
RESERVED ON : 20.11.2019  
PRONOUNCED ON : 12.12.2019

CORAM

THE HONOURABLE MR. JUSTICE T.RAVINDRAN

A.S.No.181 of 2013  
and  
M.P.No.1 of 2013

M.V.Ravichandran

...Appellant/6<sup>th</sup> defendant

Vs.

1. K. Arjunan
2. Soma Gandhi
3. Loganathan
4. Chitra
5. Ponnu @ Veerammal
- 6.Munusamy

...Respondents/Plaintiff and defendants 1 to 5

Prayer: First Appeal filed under Section 96 of Civil Procedure Code, against the judgment and decree dated 15.10.2012 in O.S.No.159 of 2008 passed by the II Additional District Judge, Salem.

For Appellant : Mr. K. Ramanraj

For Respondents

For R1 : Mr.A.K.Kumarasamy, Senior Counsel  
for M/s. S.Kaithmalai Kumaran

R2 to R6 : Set exparte.

JUDGMENT

Aggrieved over the judgment and decree dated 15.10.2012 passed in O.S.No.159 of 2008 on the file of the II Additional District Court, Salem, the sixth defendant has preferred the first appeal.

2. For the sake of convenience, the parties are referred to as per their rankings in the trial court.

3. Suit for specific performance or in the alternative for the refund of the advance amount with interest and also for permanent injunction.

4. Briefly stated, according to the plaintiff, the suit property belong to the first defendant under the registered

sale deed dated 25.09.1974 and enjoying the same and the first defendant and the plaintiff entered into an agreement for the purchase of the suit property at the rate of Rs.28,000/- per cent and the terms of the sale agreement were reduced into writing on 06.05.2007 and the defendants 2 and 3, who are the son and daughter of the first defendant, had joined with the first defendant in executing the sale agreement in favour of the plaintiff. Though the period of performance had been fixed as three months for the completion of the sale transaction in the sale agreement, however, time was not intended to be the essence of the contract. On the date of the sale agreement, the plaintiff paid Rs.5,00,000/- as advance and subsequently on 01.08.2007, the defendants 1 to 3 had taken a further sum of Rs.50,000/- as sale advance and an endorsement was made with reference to the same by the defendants 1 and 2 on the backside of the sale agreement and the period of performance was extended till tamil month Avani 18th. The defendants 1 to 3 have taken another sum of Rs.10,000/- on 07.09.2007 and an endorsement to that effect was made by the defendants 1 and 2 on the reverse side of the sale agreement. The plaintiff has been always ready and willing to perform his part of the contract by paying the balance sale price and obtain the sale deed from the defendants 1 to 3. However, the defendants 1 to 3 had been postponing the same for one reason or the other and at the insistence of the plaintiff, the defendant disclosed that the suit in O.S.No.99 of 2006 has been filed by K. Munusamy, the fifth defendant against the defendants 1 and 2 on the file of the District Munsif Court, Omalur. The abovesaid suit is a vexatious suit to make wrongful gains. The fifth defendant had claimed title to a portion of the property namely 0.40 cents in survey No.41/1A of Elathur village under a sale deed dated 29.12.1998 alleged to have been executed by one P. Kaveri. However, there was nothing for P.Kaveri to execute any sale deed in favour of the fifth defendant and the abovesaid sale deed had been fraudulently obtained by the fifth defendant in collusion with his father P. Kaveri and a portion of the lands in survey No. 41/1A was acquired by the National Highways Authority of India for extending the National Highways and the acquired land were subdivided as Survey No.41/1A1 and the remaining lands were subdivided as Survey No.41/1A2. In the sale agreement, it has been mutually agreed that the sale agreement was only in respect of the remaining lands excluding the acquired lands and on account of the evasive attitude of the defendants 1 to 3 in not coming forward to complete the transaction, the plaintiff issued a legal notice dated 08.05.2008 expressing his readiness and willingness and called upon the defendants 1 to 3 to fix a date within 3 days of the service of the notice and execute the sale deed in favour of the plaintiff. Though the notice had been served on the first defendant, however, the defendant 2 and 3 have avoided the service of the same and the defendants 1 to 3 in collusion with the defendant 4 and 5 had created the sale deed in respect of the suit property in favour of the sixth defendant

on 12.05.2008 through their power of attorney, namely, K. Murugesan and the abovesaid sale deed is not true and genuine one and it had been created to defraud the plaintiff and the price quoted in the abovesaid sale deed was only Rs.1,71,000/- and the abovesaid recitals itself would go to prove the falsity and the fraudulent nature of the document. The sixth defendant is not the bonafide purchaser for value without notice. He had taken the sale deed with the notice of the existence of the sale agreement in favour of the plaintiff. The sixth defendant has no lawful claim over the suit property based on the sale deed dated 12.05.2008. Therefore, the plaintiff issued a notice on 28.06.2008 to the defendant 1 to 6 calling upon them to receive the balance sale price and execute the sale deed. The notice had been served on the sixth defendant and he had not responded to the same. The defendants are making attempts to alter the physical features of the suit property with a view to defeat the rights of the plaintiff. Hence, it is put forth that the plaintiff has been necessitated to lay the suit against defendants for appropriate reliefs.

5. The defendants 1 to 5 resisted the plaintiff's suit contending that the suit property belonged to them and a portion had been acquired by the Government and the defendants 4 and 5 claimed ownership in respect of the portion of the suit property and filed a suit in O.S.No.99/06 and there are disputes over the suit property. Hence, they went to the plaintiff for settling the issues. The plaintiff obtained the signatures from all the defendants in the stamp papers and other papers and the plaintiff assured that using his political influence, he being an Ex-MLA and M.P., he would settle the issues. Meanwhile, one Murugesan had settled the issues between the defendants and the sixth defendant and they entered into a sale agreement for Rs.21,71,000/- and paid Rs.20,00,000/- as advance on various dates and only Rs.1,71,000/- remained to be paid and accordingly, the suit property had been conveyed to the sixth defendant through the power agent. Aggrieved over the same, the plaintiff, utilising the signature papers created the sale agreement, filed the false suit and the alleged endorsements on the sale agreement are created by the plaintiff. No amount had been paid by the plaintiff. There is no question of readiness and willingness on the part of the plaintiff and the suit is liable to be dismissed.

6. The sixth defendant resisted the plaintiff's suit contending that it is false to state that the suit property belonged to the first defendant under the sale deed dated 25.09.1974 and enjoying the same and also disputed that the plaintiff and the defendants 1 to 3 had entered into the sale agreement on 06.05.2007 for the sale of the suit property as claimed in the plaint and the payment of the consideration under the same as put forth by the plaintiff. According to

the sixth defendant, there had been long standing disputes and litigations between the defendants 1 to 3 on one hand and the defendants 4 and 5 on the other hand in respect of the portion of the suit property and the sixth defendant approached both the parties and entered into an agreement for the purchase of the suit property on 19.07.2006 agreeing to purchase the same for a sum of Rs.21,71,000/- and paid Rs.20,00,000/- on various dates and endorsements with reference to the same had been obtained on the sale agreement and only a sum of Rs.1,71,000/- remains to be paid. The agreement was entered with one Murugesan who had settled the matter between the parties. As the power agent, Murugesan executed the sale deed in favour of the sixth defendant and put him in the possession of the suit property and since then it is only the sixth defendant who has been enjoying the suit property in his own right and the balance consideration of Rs.1,71,000/- last payable was mentioned in the sale deed as the same being the guideline value of the suit property. The plaintiff in the guise of settling the issues between the parties and by using his political influence, obtained signatures of the defendants in blank stamp papers and other papers and utilised the same for creating the sale agreement and the endorsements. The suit sale agreement is not valid in any event. The sixth defendant is the bonafide purchaser of value without notice of the suit agreement. Hence, there is no cause of action for the suit and the suit is liable to be dismissed.

7. On the basis of the abovesaid pleas put forth by the respective parties, the following issues were framed by the trial court for consideration.

1. Whether the sale agreement dated 06.05.2007 is true and valid?
2. Whether the suit pending before the Omalur District Munsif Court will operate as resjudicata to this suit?
3. Whether the plaintiff is ready and willing to purchase the property?
4. Whether the plaintiff is entitled for the relief of Specific Performance and Permanent injunction?
5. Cost and other reliefs?

Additional issue

"Whether the sixth defendant is a bonafide purchaser for value without notice of the suit sale agreement?"

8. In support of the plaintiff's case, P.Ws.1 to 4 were examined and Exs.A1 to A15 were marked. On the side of the defendants, D.W. 1 was examined and Exs.B1 and B9 were marked. Ex.C1 was also marked.

9. On a consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, the trial court was pleased to grant the relief of

specific performance in favour of the plaintiff as prayed for and also the relief of permanent injunction as claimed and accordingly, disposed of the plaintiff's suit. Challenging the same, the sixth defendant has preferred the first appeal.

10. The following points arise for determination in the first appeal.

1. Whether the sale agreement dated 06.05.2007 is true, valid and binding on the defendants?
2. Whether the plaintiff has been always ready and willing to perform his part of the contract?
3. Whether the plaintiff is entitled to obtain the relief of specific performance in respect of the sale agreement dated 06.05.2007 as claimed in the plaint?
4. Whether the plaintiff is entitled to obtain the relief of permanent injunction as prayed for?
5. Whether the sixth defendant is a bonafide purchaser for value without notice of the suit sale agreement?
6. To what relief the plaintiff is entitled to?
7. To what relief the sixth defendant / appellant is entitled to?

Point Nos. 1 to 5

11. The suit has been laid by the plaintiff for the relief of specific performance based on the sale agreement dated 06.05.2007 marked as Ex.A2. According to the plaintiff, the first defendant is the owner of the suit property as per the sale deed dated 25.09.1974 marked as Ex.A1 and it is put forth that the first defendant along with the defendant 2 and 3, who are his son and daughter entered into the sale agreement with the plaintiff on 06.05.2007 agreeing to convey the suit property at the rate of Rs.28,000/- per cent and according to the plaintiff, on the date of sale agreement, he had paid a sum of Rs.5,00,000/- as advance and it is also put forth that though the period of 3 months had been fixed in the sale agreement for the completion of the sale transaction, time was not intended to be the essence of the agreement and further according to the plaintiff on 01.08.2007, a sum of Rs.50,000/- had been paid to the defendant 1 to 3 towards the sale consideration and an endorsement had been made by the defendants 1 and 2 on the reverse side of the sale agreement and also they had extended the period of completion till Avani 18 Tamil month and the abovesaid endorsement has been marked as Ex.A3 and further put forth the case that on 07.09.2007, the defendant received a further sum of Rs.10,000/- towards sale consideration and an endorsement had been made by the defendants 1 and 2 on the backside of the sale agreement which endorsement has been marked as Ex.A4 and according to the plaintiff, he had been always ready and willing to pay the balance sale price and obtain the sale deed executed from the defendants 1 to 3. However, the defendants 1 to 3 had been evading the same and subsequently informed that due to the

pendancy of the suit in O.S.No.99 of 2006, they are unable to execute the sale deed. The abovesaid suit is stated to have been laid by the fifth defendant against the defendants 1 and 2 on the file of the District Munsif Court, Omalur. According to the plaintiff, the fifth defendant has no valid claim of right over the suit property and the abovesaid suit has been collusively laid to defeat the interest of the plaintiff and to defraud him. Hence, according to the plaintiff, on noting the delay tactics adopted by the defendants, he had issued the legal notice on 08.05.2008 marked as Ex.A6 and despite receipt of the same by the first defendant, no response had been made to the same and further learnt that the defendants 1 to 3 along with the defendant 4 and 5 had conveyed the suit property to the sixth defendant on 12.05.2008 through their power agent K. Murugesan. Further put forth the case that the abovesaid sale deed is not true and genuine one and had been created to defraud the plaintiff and put forth that the sixth defendant is not a bonafide purchaser for value without notice and accordingly issued another legal notice dated 28.06.2008 to the defendants 1 to 6 and the sixth defendant had received the same and not made any response to the same and therefore, according to the plaintiff, he has been necessitated to lay the suit for appropriate reliefs.

12. Though the defendants 1 to 5 had resisted the suit contending that the plaintiff had created the sale agreement based on the signatures obtained from them in the blank stamp papers and blank papers in the guise of settling the issues between the defendants 1 to 5 and they had not executed any sale agreement in favour of the plaintiff with reference to the suit property and not received any sum from the plaintiff as claimed by the plaintiff, however, it is found that other than filing the written statement, the defendants 1 to 5 had not challenged the plaintiff's suit and not endeavoured to adduce any evidence in support of their defence version or opposing the plaintiff's case and accordingly it is noted that the defendants 1 to 5 had been set exparte by the trial court.

13. It is only the sixth defendant, who is contesting the plaintiff's suit. The sixth defendant would also put forth the similar defence as projected by the defendants 1 to 5 that the sale agreement had been created by the plaintiff utilising the signatures obtained from the defendants in the blank stamp papers and blank papers and according to the sixth defendant, he had entered into the sale agreement with the defendants 1 to 5 on 19.07.2006 for Rs.21,71,000/- and paid a sum of Rs.20,00,000/- on various dates and further put forth the case that he had paid the remaining sum and obtained the sale deed qua the suit property from the power of attorney of the defendants 1 to 5 on 12.05.2008 marked as Ex.B2 and therefore, according to the sixth defendant, it is he who has valid claim of title over the suit property based on Ex.B2 and also put forth the case that it is he who has been in the possession and enjoyment of the suit property since then and that he is the bonafide purchaser for value without notice and therefore,

prayed for the dismissal of the plaintiff's suit.

14. In the light of the abovesaid rival claims put forth by the respective parties, at the foremost, the plaintiff has to establish the truth and validity of the sale agreement projected by him marked as Ex.A2. In this connection, the plaintiff has examined himself as P.W.1 and tendered evidence with reference to his case and also examined the scribe who had drafted the sale agreement as P.W.2 and examined the scribe of the endorsements dated 01.08.2007 and 07.09.2007 as P.W.3 and the witness to the abovesaid endorsements as P.W.4 and considering the evidence of P.Ws.1 to 4 in toto and when they had clearly spoken about the execution of the sale agreement in favour of the plaintiff by the defendants 1 to 3 and the receipt of Rs.5,00,000/- as advance on the date of the sale agreement and the payment of Rs.50,000/- and Rs.10,000/- on the date of the endorsements and when nothing has been culled out from them by the sixth defendant during the course of cross examination other than pointing out certain minor contradictions as regards the place of execution of the endorsement and as regards the obtainment of the possession of the property on the part of the plaintiff and when considering the evidence of P.Ws.1 to 4, in toto, and when it is found that it is only the defendants 1 to 3 who have valid claim of title to the suit property based on the sale deed marked as Ex.A1 and when there is no valid material to hold that the defendants 4 and 5 have any valid claim of title to the suit property as such and when as above pointed out, the defendants 1 to 3 who had executed the sale agreement and the endorsements marked as Exs.A3 and A4 and had received the various payments from the plaintiff and when they had not chosen to controvert the plaintiff's case in any manner other than filing the written statement and when it is further noted that the first defendant had not even chosen to repudiate the claim of the plaintiff to the legal notice issued by him marked as Ex.A6 despite the receipt of the same and when there is no material worth acceptance evidencing that the defendants 4 and 5 have any valid claim of title to the suit property and when there is no material on the part of the defendants as to what is the further progress or the result of the suit said to have been levied by the fifth defendant against the defendants 1 and 2 in O.S.No.99/06 on the file of the District Munsif Court, Omalur, in all, it is seen that the plaintiff's case remains uncontroverted, particularly, on the part of the defendants 1 to 5 and thus it is found that as determined by the trial court, the plaintiff has established his case, particularly, the truth and validity of the sale agreement Ex.A1 as well as his readiness and willingness throughout and therefore it has to be seen whether the sixth defendant is the bonafide purchaser for value without notice as claimed by him.

15. As abovenoted, there is no material on record worth acceptance evidencing that the defendants 4 and 5 have any

valid claim of title to the suit property. In such view of the matter, the claim of the sixth defendant that he had also obtained the sale agreement from the defendants 1 to 5 together on 19.07.2006 and thereafter, the sale deed from them through their power agent on 12.05.2008, as such, cannot be readily believed and accepted. The sixth defendant as well as the defendants 1 to 5 would put forth the case that issues had been pending between the defendants 1 to 3 on one hand and the defendants 4 and 5 on the other hand with reference to the claim of title to the suit property and according to them, in the guise of settling the issues, the plaintiff had obtained their signatures in blank papers and created the sale agreement. However, as regards the abovesaid case, the defendants 1 to 5 have not chosen to tender any evidence with reference to the same. With reference to the abovesaid claim put forth by the sixth defendant, it is seen that other than the evidence of the sixth defendant, there is no other proof or material to sustain the same on the part of the sixth defendant. If really the sixth defendant had obtained a valid sale deed from the defendants 1 to 5 through their power agent pursuant to the sale agreement entered into with them, nothing prevented the sixth defendant from examining his vendors or their power agent to sustain his case. When with reference to the alleged issues pending between the defendants 1 to 3 and the defendants 4 and 5, with reference to the same when there is no material worth acceptance forthcoming on the part of the sixth defendant and as above noted the defendants 1 to 5 having not chosen to contest the plaintiff's case in any manner, the claim of the sixth defendant that the plaintiff had utilised the issues pending between the defendants 1 to 5 and obtained the signatures in the blank papers and created the sale agreement, as such, cannot be believed and accepted in any manner.

16. The sixth defendant would put forth the case that the sale agreement had been entered into between him and the defendants 1 to 5 even prior to the suit sale agreement and the sale agreement projected by him has been marked as Ex.B4. The original sale agreement has not been filed and according to the sixth defendant, the same had been torn. As rightly found by the trial court, as to why the original sale agreement had been torn as claimed by the sixth defendant, no proper explanation is forthcoming. It is found that according to the sixth defendant, he had entered into the sale agreement for Rs.21,71,000/- and that he had paid Rs.20,00,000/- as advance on various dates. However, with reference to the payment of Rs.20,00,000/- on various dates, other than his ipse dixit testimony, there is no reliable material on the part of the sixth defendant. Atleast to sustain that he had the capacity to pay the said sum to the defendants 1 to 5, there is no material placed on the part of the sixth defendant. The sixth defendant has not placed his Income Tax returns to prove the payments alleged to have been made by him under Ex.B4 Sale agreement. The sixth defendant has failed to

establish that the defendants 4 and 5 have any lawful claim to suit property. The sixth defendant has filed to establish that he owns any property adjacent to the suit property. In this connection, as rightly determined by the trial court, there is a material contradiction by way of his claim of owning adjacent properties as stated by him in Ex.C1 and the evidence tendered by him. Furthermore, despite the plaintiff calling upon the sixth defendant to place the documents for perusal vide Ex.A15 notice, even thereafter, it is found that the sixth defendant has not endeavoured to place any documents as to on what basis, he had endeavoured to purchase the suit property from the defendants 1 to 5 through their power agent. As abovenoted, the power agent has not been examined. In addition to that, when according to the sixth defendant, he has obtained the sale deed from the defendants 1 to 5 through their power agent pursuant to the sale agreement, but strangely, there is no whisper about the sale agreement Ex.B4 in the sale deed marked as Ex.B2. Further, when according to the sixth defendant, he had entered into the sale agreement for the purchase of the suit property for Rs.21,71,000/-, it is found that the sale deed projected by him marked as Ex.B2 recites the sale consideration as Rs.1,71,000/-. With reference to the abovesaid contradictions, there is no proper explanation forthcoming on the part of the sixth defendant. To the same, the sixth defendant would claim that, as the sum of Rs.1,71,000/- represents the guideline value of the suit property, the same has been mentioned in the sale deed. Further, when it is found that the plaintiff had entered into the sale agreement qua the suit property at the rate of Rs.28,000/- per cent and when to defeat the abovesaid case, the sixth defendant had projected the sale agreement Ex.B4 claiming to have entered into the sale agreement for Rs.21,71,000/-, when with reference to his abovesaid claim, there is no proof, whatsoever, placed on his part, particularly to show his solvency in paying the abovesaid sum and when the sixth defendant has failed to establish that he had made proper verification for ascertaining the title of the defendants 4 and 5 in particular qua the suit property and when the sixth defendant has pleaded complete ignorance about the alleged claim of title to the suit property on the part of the defendants 4 and 5 and in such view of the matter, to say that the sixth defendant had proceeded to enter into the sale agreement Ex.B4 with the defendant 1 to 5 for a sum of Rs.21,71,000/-, as such, cannot be believed and accepted particularly when there is no proof or material to sustain the same. The sixth defendant has not placed any material that he has acquaintance with the vicinity of the suit property and accordingly had the interest in acquiring the suit property and thereby entered into the sale agreement with the defendants 1 to 5. When the sixth defendant has failed to establish that he had properly verified the title of the defendants 1 to 5 put together and when there is no material on the part of the sixth defendant to hold that the disputes

between the defendants 1 to 3 and the defendants 4 and 5 qua the suit property had been settled either by him or through the alleged power of attorney Murugesan and when with reference to the all the abovesaid facts we have only the evidence of sixth defendant examined as D.W.1 and when as above pointed out, there are material contradictions in the documents projected by the sixth defendant and his evidence and also the case projected by him and to sustain the case when the sixth defendant has not examined any independent witness, in such view of the matter, as rightly held by the trial court, the sixth defendant cannot be held to be a bonafide purchaser for value without notice.

17. As above pointed out, the plaintiff has established his case through the evidence of P.Ws. 1 to 4 in toto as well as through the documents marked by him. The plaintiff has established his readiness and willingness through the legal notices issued by him. The plaintiff has entered into the agreement of sale with the lawful title owners, namely, the defendants 1 to 3. The defendants 4 and 5 have made false claim to the title of the suit property and accordingly it is found that the contesting defendant is unable to establish the claim of title of the defendants 4 and 5 over the suit property. However, as they had also claimed some right over the suit property, it is found that the plaintiff had also impleaded them as parties to the suit. As pointed above, the defendants 1 to 3 in particular had not challenged the plaintiff's suit in any manner other than filing the written statement. Mere filing of written statement would not amount to the repudiation of the plaintiff's case on the part of the defendants 1 to 3. The defendants 1 to 3 had not endeavoured to sustain their alleged defence version by placing acceptable and reliable materials and the recitals in the written statement would not amount to proof of the contents thereof. Therefore, when it is seen that the executants of the sale agreement had not challenged the plaintiff's case in any manner and also failed to sustain their version and when it is noted that the sixth defendant is not the bonafide purchaser for value without notice particularly not having established that he had lawfully obtained the sale deed from the real owners of the suit property for the alleged sum as claimed by him and when with reference to the same, the documents projected by him throw vital contradictions which had not been explained by the sixth defendant properly and when the sixth defendant is also found to have not obtained any legal opinion before entering into the sale agreement and when the sixth defendant in particular has not challenged the solvency of the plaintiff in paying the sale consideration and obtaining the sale deed and as above noted, the plaintiff having established his readiness and willingness, all put together, would go to show that the sixth defendant has been projected by the other defendants with a view to defraud the plaintiff and deprive him of the lawful claim of title to the suit property with fabricated records and accordingly, the sixth defendant is

unable to substantiate his defence version by adducing acceptable and reliable evidence. Knowing fully well that they would not be able to resist the plaintiff's suit in any manner, accordingly, it is found that the defendants 1 to 3 in particular had also chosen to remain exparte and equally the defendants 4 and 5 also having no valid claim of title to the suit property and unable to resist the plaintiff's suit had also chosen to remain exparte. Therefore, the materials placed on record all put together would only disclose and point out that, as determined by the trial court, the sale agreement projected by the plaintiff is true and valid one and accordingly it is seen that the plaintiff is entitled to obtain the relief prayed for as determined by the trial court. The sixth defendant having failed to establish that he is the bonafide purchaser for value without notice of the suit sale agreement, it is seen that he is not entitled to challenge the plaintiff's case in any manner.

18. Counsel for the sixth defendant, in support of his contentions placed reliance upon the decisions reported in

1. A.S.Nos 312 of 1994 and 985 of 1997 (Mrs. Gowri (died) rep. by her legal heirs vs. T. Lakshmiammal and others)
2. AIR 1998 Supreme Court 2028 (Jagan Nath vs. V. Jagdish Rai and others)

The principles of law outlined in the abovesaid decisions are taken into consideration and followed as applicable to the case at hand.

19. In the light of the abovesaid discussions, I hold that the sale agreement dated 06.05.2007 is true, valid and binding on the defendants. I hold that the plaintiff has been always ready and willing to perform his part of the contract and I therefore hold that the plaintiff is entitled to obtain the relief of specific performance in respect of the sale agreement dated 06.05.2007 as put forth in the plaint and further hold that the plaintiff is entitled to obtain the permanent injunction as prayed for. I hold that the sixth defendant is not a bonafide purchaser for value without notice of the suit sale agreement. Accordingly, the point numbers 1 to 5 are answered.

Point Numbers 6 and 7

20. For the reasons aforesaid, the judgment and decree dated 15.10.2012 passed in O.S.No.159 of 2008 on the file of the II Additional District Court, Salem, are confirmed and resultantly, the first appeal is dismissed with costs. Consequently, connected miscellaneous petition is closed.

Sd/-  
Assistant Registrar(CS)

//True Copy//

Sub Assistant Registrar

bga

Copy to

- 1.The Judge,  
II Additional District Court, Salem.
- 2.The Section officer,  
V.R. Section, High Court, Madras

+1cc to Mr.S.Kaithaimalai Kumaran , Advocate SR.No. 103828

+1cc to Mr.K.Ramaraj, Advocate SR.No. 103560

A.S.No.181 of 2013

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A.SK(02/11/2020)

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