

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 24.07.2019
PRONOUNCED ON : 08.08.2019

CORAM

THE HONOURABLE MR. JUSTICE T.RAVINDRAN

A.S.No.858 of 2010
and
M.P.No.1 of 2010

R. Manoharan ...Appellant / Defendant

Vs.

S.Arulmozhi ...Respondent / Plaintiff

Prayer:

First Appeal filed under Order 41 Rule 1 & 2 of Civil Procedure Code, against the judgment and decree dated 20.07.2010 made in O.S.No.8 of 2008 on the file of Additional District and Sessions Judge (Fast Track Court), Vellore, Vellore District.

For Appellant : Mr.V. Bhiman
for M/s.Sampath Kumar Associates

For Respondent : Mr. T. Dhanyakumar

JUDGMENT

Aggrieved over the judgment and decree dated 20.07.2010 passed in O.S.No.8 of 2008 on the file of Additional District and Sessions Judge (Fast Track Court), Vellore, the defendant has come forward with the present 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 and permanent injunction.

4. The case of the plaintiff, in brief, is that the defendant is the owner of the suit property and entered into a sale agreement with the plaintiff on 11.12.2003 to sell the suit property at the rate of Rs.700/- per sq. ft., and acknowledged the receipt of a sum of Rs.12,00,000/- towards advance and part of the sale consideration on the date of agreement and the

parties had mutually agreed that the balance sale price has to be paid within a period of three months from the date of agreement and the defendant should execute the sale deed in favour of the plaintiff after receiving the balance sale consideration and that the plaintiff should bear the registration charges. The plaintiff has been always ready and willing to perform her part of the contract and the defendant had been evading to perform his part of the contract on some false pretext. At the same time, the defendant received a sum of Rs.5,000/- from the plaintiff on 09.03.2004 for urgent necessity from and out of the balance sale consideration and made an endorsement with reference to the same on the sale agreement and again on 26.10.2004, the defendant received another sum of Rs.55,000/- from the plaintiff from and out of the balance sale price and made an endorsement on the sale agreement. The plaintiff, thereafter called upon the defendant on several dates to receive the sale price and execute the sale deed in terms of the agreement. But the defendant had been evading to perform his part of the contract one way or the other and on 28.11.2006, the plaintiff caused a registered legal notice to the defendant calling upon him to receive the balance sale consideration and complete the sale transaction and the defendant had acknowledged the receipt of the notice, however, failed to comply with the demand made therein and did not turn up to the Registrar's office on 07.12.2006 for the execution of the sale deed after receiving the balance sale price and the plaintiff and her husband had been waiting in the Registrar's office on 07.12.2006 till the evening but the defendant failed to turn up and hence according to the plaintiff, she has been necessitated to levy the suit for appropriate reliefs.

5. The defendant resisted the plaintiff's suit contending that he had never executed any sale agreement in favour of the plaintiff on 11.12.2003 in connection with the selling of the suit property at Rs.700/- per sq. ft. and not received the advance amount of Rs.12,00,000/- from the plaintiff pursuant to the sale agreement as put forth in the plaint and also denied the fact that the defendant had received Rs.5,000/- and Rs.55,000/- on 09.03.2004 and 26.10.2004 from the plaintiff towards the sale price and made endorsements with reference to the same in the sale agreement. According to the defendant, the abovesaid endorsements had been created by the plaintiff to save limitation and it is stated by the defendant that the plaintiff's husband Sanjeevi has been conducting unauthorised chits and the defendant got acquainted with the plaintiff's husband and borrowed Rs.50,000/- from him for his pressing needs and at the time of lending the said loan amount, the defendant was asked to sign in many empty papers at many places and the defendant has paid Rs.4,00,000/- towards the abovesaid loan till date and the plaintiff's husband had been pestering the

defendant for more money towards the abovesaid loan transaction and though the defendant had expressed to him that he had already paid more amount than what is actually due from him, however, the plaintiff's husband had cunningly forged the sale agreement based on the signatures of the defendant in favour of his wife along with the endorsements and has filed a vexatious suit with an evil intention of grabbing the suit property belonging to the defendant. The suit property is not the absolute property of the defendant and there are many co-sharers to the same and the abovesaid fact would go to show that the sale agreement is a forged one and the defendant sent a due reply to the plaintiff's notice setting out the true facts and the suit laid by the plaintiff is based on the fabricated documents and the plaintiff has no cause of action and hence the suit is liable to be dismissed.

6. 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 suit sale agreement dated 11.12.2003 was not executed by the defendant in favour of the plaintiff?
- 2) Whether the defendant has not made any endorsements in the suit agreement dated 11.12.2003 for receiving the amounts?
- 3) Whether the suit sale agreement dated 11.12.2003 is not valid?
- 4) Whether there is any sale transaction between the plaintiff and the defendant?
- 5) What are the reliefs the plaintiff is entitled for?

7. In support of the plaintiff's case P.Ws.1 and 4 were examined and Exs.A1 to A7 were marked. On the side of the defendant D.W.1 was examined and no document has been marked.

8. The trial court, on a consideration of the oral and documentary evidence adduced by the respective parties and the submissions made, was pleased to decree the suit in favour of the plaintiff with costs by directing the defendant to pay a sum of Rs.12,60,000/- as compensation together with interest at the rate of 9% per annum from the date of filing of the suit till the date of decree and thereafter at the rate of 6% per annum till the date of realisation in lieu of specific performance and in other aspects dismissed the suit. Impugning the judgment and decree of the trial court, the defendant has come forward with the present first appeal.

9. The following points arise for determination in this first appeal.

1) Whether the sale agreement dated 11.12.2003 is true, valid and binding on the defendant?

2) Whether the defendant had received the sum of Rs.12,60,000/- from the plaintiff towards the sale price pertaining to the sale agreement on different dates as put forth in the plaint?

3. Whether the trial court is correct in holding that the defendant is liable to refund the sum of Rs.12,60,000/- received from the plaintiff pursuant to the sale agreement with interest as determined by it?

4. To what relief the plaintiff is entitled to?

5. To what relief the defendant / appellant is entitled to?

Point Nos.1 to 3

10. The suit has come to be laid by the plaintiff mainly for the relief of specific performance in respect of the sale agreement dated 11.12.2003. The sale agreement dated 11.12.2003 has been marked as Ex.A1. According to the plaintiff, the defendant had agreed to sell the suit property in her favour at the rate of Rs.700/- per sq.ft. and received a sum of Rs.12,00,000/- from her on the date of sale agreement as advance and further according to the plaintiff, the parties had agreed to complete the sale transaction within a period of three months from the date of sale agreement and that the plaintiff should pay the balance sale price and on the receipt of the same, the defendant should execute the sale deed in favour of the plaintiff qua the suit property and according to the plaintiff, though she had been always ready and willing to perform her part of the contract, the defendant had been evading the same on some pretext or the other and it is further put forth by the plaintiff that the defendant had received a sum of Rs.5,000/- on 09.03.2004 and a further sum of Rs.55,000/- on 26.10.2004 towards the sale price and made endorsements with reference to the same in the sale agreement which are marked as Exs.A2 and A3 and further according to the plaintiff, even thereafter, though she had been always ready and willing to pay the balance sale price and obtain the sale deed from the defendant, the defendant had been evading the same by one way or the other and therefore, it is stated that the plaintiff had been necessitated to issue a legal notice on 28.11.2006 marked as Ex.A4 calling upon the defendant to complete the transaction by attending the registrar's office on 07.12.2006 and execute the sale deed after receiving the balance sale price. Further according to the

plaintiff, the defendant failed to turn up at the registrar's office as called for in the legal notice and hence, it is stated that the plaintiff has been necessitated to institute the suit against the defendant for appropriate reliefs.

11. The defendant had resisted the plaintiff's suit in toto by contending that the sale agreement projected by the plaintiff dated 11.12.2003 is a fabricated record and according to the defendant, he had never agreed to sell the suit property to the plaintiff and not executed any sale agreement with reference to the same on 11.12.2003 as set out in the plaint and also disputed the receipt of Rs.12,00,000/- from the plaintiff as advance on the date of alleged sale agreement and also disputed the receipt of Rs.5,000/- and Rs.55,000/- from the plaintiff on 09.03.2004 and 26.10.2004 as claimed by the plaintiff and also disputed the endorsements alleged to have been made by the defendant with reference to the same in the sale agreement marked as Exs.A2 and A3 and according to the defendant, the plaintiff's husband was running a chit business and he had borrowed a sum of Rs.50,000/- from him and at the time of lending the said loan amount, the plaintiff's husband had obtained his signatures in various blank papers and that the defendant had discharged the said loan amount by paying more than what is due from him. According to the defendant, with a view to grab the suit property belonging to him, the plaintiff's husband had created the sale agreement by making use of the defendant's signatures obtained in the blank papers in the name of his wife and come forward with the suit falsely and hence according to the defendant, the plaintiff is not entitled to obtain the reliefs prayed for in the suit. Further it is also put forth by the defendant that he is not the absolute owner of the suit property and that there are other co-sharers to the same and on that ground alone, according to him, no relief could be granted in favour of the plaintiff based on the fabricated record and accordingly prayed for the dismissal of the suit. Further it is stated that the defendant had sent a reply notice to the legal notice issued by the plaintiff and the reply notice issued by the defendant has been marked as Ex.A6.

12. In the light of the abovesaid defence put forth by the defendant to the plaintiff's case, as rightly determined by the trial court, it is for the plaintiff to establish the truth and validity of the sale agreement projected by her and that the defendant had, in toto, received the sum of Rs.12,60,000/- towards the sale price on various dates as projected by her. Now according to the defendant, the sale agreement has come to be fabricated by making use of the signatures obtained from him in empty papers by the plaintiff's husband at the time of lending the loan of Rs.50,000/- to the defendant. In this connection, the defendant, during the course of evidence, at the

time of cross examination, has clearly admitted that his signatures are available on the two pages of Ex.A1 sale agreement. Therefore, the defendant has not disputed the signatures available in the sale agreement Ex.A1. According to him, by making use of the signatures obtained from him in the blank papers, the plaintiff's husband has concocted the sale agreement Ex.A1 in the name of his wife and come forward with the suit falsely. The abovesaid defence has been stoutly resisted by the plaintiff. Despite the same, there is no material on the part of the defendant that the plaintiff's husband has been running unauthorised chits and that the defendant had borrowed a sum of Rs.50,000/- and infact paid a sum of Rs.4,00,000/- towards the said loan and when with reference to the same, the defendant has not come forward with the clear pleas and also failed to substantiate the same by placing acceptable and reliable material, the trial court is found to be wholly justified in discarding the abovesaid defence projected by the defendant in toto. At the foremost, the defendant has failed to establish that the plaintiff's husband is running a chit transaction. That apart, the defendant has not even pleaded as to when he had borrowed Rs.50,000/- from the plaintiff's husband. The defendant has also not come forward clearly as to what are the terms of agreement between the parties for the repayment of the abovesaid loan amount said to have been borrowed by the defendant from the plaintiff's husband. Now according to the defendant, he has discharged the said loan amount and infact pleaded that he has paid a sum of Rs.4,00,000/- towards the said loan. If really the defendant had discharged the loan amount and if really he had paid Rs.4,00,000/- towards the alleged loan and infact if really his signatures have been obtained in empty papers by the plaintiff's husband at the time of lending the said loan, as a prudent person, the defendant, at the time of discharge of the loan amount or subsequent thereto, would have endeavoured to secure the empty papers in which his signatures are said to have been allegedly obtained by the plaintiff's husband. At the foremost, the defendant has not come forward as to when i.e. on what dates, he had repaid the loan amount amounting to Rs.4,00,000/- as put forth in the written statement. If really the defendant had paid such a huge sum to the plaintiff's husband for the borrowal of Rs.50,000/-, naturally, one would expect the defendant to obtain a valid receipt from the plaintiff's husband with reference to the same. On the other hand, with reference to the all the abovesaid facts, other than ipse dixit testimony of the defendant, there is no material at all projected on the part of the defendant to sustain his abovesaid defence version. If really his signatures had been obtained in the empty papers by the plaintiff's husband at the time of advancing the alleged loan amount as above noted, the defendant would have ensured the return of the same at the time of discharge of the loan amount

as put forth by him. Even assuming for the sake of argument that the plaintiff's husband had refused to part with the empty papers in which his signatures had been obtained, as the corollary, the defendant would have resorted to appropriate legal action against the plaintiff's husband to secure the said empty papers containing his signatures. On the other hand, the defendant having not taking any steps, whatsoever, with reference to the obtainment of the empty papers containing his signatures from the plaintiff's husband in the manner known to law as abovenoted and when the defendant had failed to establish that the plaintiff's husband had been running a chit transaction and he had borrowed a loan of Rs.50,000/- from him and that he had repaid the said loan in a sum of Rs.4,00,000/- as put forth in the written statement and in such view of the matter, the abovesaid defence version put forth by the defendant for challenging the truth and validity of the sale agreement, cannot, at all, be believed and accepted and the trial court has accordingly and rightly disbelieved the abovesaid defence version and in my considered opinion, there is no reason at all warranting any interference to the abovesaid determination of the trial court.

13. Now, according to the plaintiff, the defendant had agreed to sell the suit property to him and pursuant to the same, the parties had entered into the sale agreement Ex.A1 on the terms set out therein. To sustain his case, the plaintiff has examined one of the attestors to the sale agreement Natesan as P.W.2. P.W.2 has clearly spoken about the execution of the sale agreement by the defendant in favour of the plaintiff for the price recited therein and the receipt of Rs.12,00,000/- from the plaintiff on the date of sale agreement in cash and the scribing of the sale agreement by one Devarajan and the execution of the sale agreement by the defendant and the attestation of the same by him and the other attestors and considering his evidence in toto, as rightly pointed out by the trial court, when nothing has been culled out from P.W.2 to discredit his testimony in any manner during the course of cross examination by the defendant and when there is no motive as such attributed on the part of P.W.2 to testify in favour of the plaintiff and against the defendant, in all, it is seen that the trial court is perfect in accepting the evidence of P.W.2 for coming to the conclusion that the defendant had executed the sale agreement as put forth by the plaintiff for the price set out therein and that he had received Rs.12,00,000/- from the plaintiff on the date of sale agreement and in such view of the matter, as rightly determined by the trial court, the plaintiff has established the truth and validity of Ex.A1 sale agreement by examining one of the attestors to the same as P.W.2.

14. As regards the receipt of Rs.5,000/- by the defendant towards the sale price on 09.03.2004 , the plaintiff has examined the attessor to the said endorsement one Perumal as P.W.3 and Perumal, P.W.3, has clearly spoken about the receipt of Rs.5,000/- by the defendant in his presence and the presence of the other attessor and the endorsement made by the defendant with reference to the same in the sale agreement marked as Ex.A2 and therefore, when the evidence of P.W.3 is found to be inspiring and trustworthy and despite cross examination, the defendant has not placed any material to disbelieve the evidence of P.W.3 as abovenoted and in such view of the matter, the trial court is perfect in relying upon the evidence of P.W.3 for holding that the defendant had received a sum of Rs.5,000/- towards the sale price from the plaintiff on 09.03.2004 and made an endorsement with reference to the same marked as Ex.A2.

15. To sustain the case that the defendant had received a sum of Rs.55,000/- towards the sale price on 26.10.2004, the plaintiff has examined the attessor to the same one Ravi as P.W.4. P.W.4 has clearly spoken about the receipt of Rs.55,000/- from the defendant and the endorsement made by him with reference to the same in the sale agreement Ex.A3 and also the persons who are present at the time of the endorsement made by the defendant and considering the evidence of P.W.4, in toto, when the same found to be unshakable as held by the trial court and when nothing has been culled out from him in support of the defence version by the defendant during his course of cross examination, in such view of the matter, the plaintiff is found to have established the receipt of Rs.55,000/- from her by the defendant on 26.10.2004 by way of Ex.A3 endorsement. Therefore, the trial court is correct in placing reliance upon the evidence of P.W.4 for accepting the receipt of Rs.55,000/- from the plaintiff by the defendant towards the sale price.

16. As abovenoted, the defendant has not disputed his signatures contained in Ex.A1 sale agreement. All that he would state is that the sale agreement has been fabricated based on the signatures obtained from him by the plaintiff's husband in the empty papers at the time of lending the loan amount. However, as above discussed, when the abovesaid defence version has been failed to be established by the defendant by not even placing prima facie materials pointing to the same, in such view of the matter, it is found that as determined by the trial court, only with the intention of selling the suit property to the plaintiff, it is found that the defendant had come forward to execute the sale agreement Ex.A1 in favour of the plaintiff and accordingly pursuant to the same, he had, in toto, received a sum of Rs.12,60,000/- from the plaintiff on various dates as set out in the plaint and as above discussed, the plaintiff has established the said case by examining her husband as P.W.1 as

well as the attestors to the sale agreement and the endorsements marked as Exs.A2 and A3 as P.Ws.2 to 4. When the plaintiff's husband is also found to be associated with the execution of the sale agreement and also available at the time of the payment of further amounts by way of Exs.A2 and A3 to the defendant and in such view of the matter, in my considered opinion, the plaintiff's husband is competent to speak about the same and resultantly, the contention put forth by the defendant's counsel that adverse inference should be drawn against the plaintiff for not entering into the witness box, as such, cannot be accepted when the plaintiff's husband is found to be competent to depose about the case projected by the plaintiff particularly when it is seen that he is wholly associated with the execution of the sale agreement between the plaintiff and the defendant and the payments of the various sums by the plaintiff to the defendant pursuant to the same.

17. In the light of the abovesaid position, when the plaintiff has established her case through the evidence of P.Ws.1 to 4 and also by marking the documents Exs.A1 to A7 in support of her case and as abovenoted, when the defendant has not cared to place any materials to sustain his defence version in any manner, if really, the defendant has not executed the sale agreement and also not made the endorsements Exs.A2 and A3 by putting his signatures, as held by the trial court, nothing prevented the defendant from subjecting the abovesaid documents marked as Exs.A1 to A3 for expert's scrutiny in the manner known to law and thereby elicit the truth and validity in the matter. However, despite the establishment of the case on the part of the plaintiff as abovenoted and despite the failure of the defendant to sustain his defence version, still the defendant had not endeavoured to take further steps to compare the signatures available in Exs.A1 to A3 with his admitted signatures by way of expert's scrutiny and the abovesaid attitude of the defendant would go to show that inasmuch as the defendant had indeed executed the sale agreement and also made the endorsements contained therein and in toto received a sum of Rs.12,60,000/- from the plaintiff as put forth by the plaintiff, it is found that the defendant has not endeavoured to take recourse to the abovesaid action. Therefore, the trial court is found to be right in drawing adverse inference against the defendant for not adopting such a course.

18. It is not pleaded by the defendant that the plaintiff is inimically disposed of towards him. Furthermore, as abovenoted, the defendant has failed to establish his defence version in toto. In such view of the matter, the claim of the defendant that Ex.A1 sale agreement had been fabricated by the plaintiff, cannot, at all, be believed and accepted. Hence, it is found that the trial court is wholly justified in determining that

Ex.A1 sale agreement as well as the endorsements marked as Exs.A2 and A3 are true, valid and binding upon the defendant and I do not find any valid reason to interfere with the abovesaid determination of the trial court.

19. The defendant's counsel would also put forth the contention that the suit property does not belong to the defendant absolutely and that there are other sharers to the same and based on that, the court should hold that the sale agreement Ex.A1 is not a true and valid document. However, considering the recitals contained in Ex.A1 sale agreement when it is seen that by way of the same, the defendant had proceeded and agreed to convey his share in the suit property as described therein and furthermore, when the description of the suit property comprised in Ex.A1 also go to show that the defendant and his brother had already become divided as the defendant's brother's share is shown as one of the boundaries to the suit property in Ex.A1 sale agreement, in such view of the matter, the claim of the defendant that he has no absolute interest in the suit property and that there are other co sharers with reference to the same, as such, cannot at all be accepted. When Ex.A1 sale agreement proceeds that the defendant has come forward to convey his share in the suit property and as abovenoted, the property had been already divided between the defendant and his brother, merely on the recitals contained in Ex.A1 sale agreement that he had agreed to execute the sale deed along with his brother and sisters, on that basis alone, it cannot be held that the brother and sisters of the defendant are also the owners of the suit property as such. When the plaintiff has established the truth and validity of Ex.A1 sale agreement, when by way of Ex.A1 sale agreement, the defendant has agreed to convey his share in favour of the plaintiff and the perusal of Ex.A1 sale agreement go to show that the property had already been divided between the defendant and his brother and when there is no material on the part of the defendant to hold that his brother and sisters still have a valid claim of title to the suit property and when the defendant is not entitled to plead contrary to the terms of the sale agreement Ex.A1, in the light of the provisions contained in the Section 92 of the Indian Evidence Act, in all, the argument put forth by the defendant's counsel that he is not the absolute owner of the suit property and there are other co sharers to the same, cannot be believed and if really the abovesaid version of the defendant has any element of truth, the defendant would have endeavoured to place the materials pointing to the entitlement of the co sharers to the suit property and also would have endeavoured to examine his brother and sisters to sustain his case. On the other hand, the defendant has not even cared to plead as to who are the co sharers to the suit property and what are their interest with reference to the same and as abovenoted when with reference to

the said case projected by the defendant, there is no reliable material on the part of the defendant in any manner, in such view of the matter, the abovesaid argument put forth by the defendant's counsel for rejecting Ex.A1 sale agreement, cannot at all be accepted in any manner.

20. The argument has also been put forth by the plaintiff's counsel as if there is some material alteration in the sale agreement. However, no such pleading has been taken by the defendant in the written statement. Therefore, the abovesaid argument does not merit acceptance. In any event, on a perusal of Ex.A1 sale agreement, no such material alteration is found to be contained therein and if really there had been material alteration in the sale agreement, as now sought to be made by the defendant during the course of arguments, necessary pleas pointing to the same would have been offered in the written statement and also the defendant would have endeavoured to sustain the said plea by placing acceptable and reliable materials. In the absence of any plea and material pointing to the same, particularly, there is no material alteration in the sale agreement, in such view of the matter, the abovesaid argument also does not merit acceptance in any manner.

21. The trial court, for various reasons, has thought it fit and thereby proceeded not to grant the relief of specific performance in favour of the plaintiff as prayed for. As against the refusal to grant the main relief of specific performance, the plaintiff has not preferred any appeal challenging the judgment and decree of the trial court. The reasons adduced by the trial court for negating the relief of specific performance, in my considered opinion, do not warrant any interference as such. Merely because the trial court had not extended the relief of specific performance in favour of the plaintiff, on that score alone, it cannot be safely held that the sale agreement projected by the plaintiff itself is not true and valid. As abovenoted, when the plaintiff has clearly established her case regarding the execution of the sale agreement by the defendant and the receipt of Rs.12,60,000/- from her by the defendant pursuant to the same and for acceptable reasons, the trial court is found to have negated the relief of specific performance of the plaintiff, however, considering the receipt of Rs.12,60,000/- by the defendant from the plaintiff on the strength of Ex.A1 sale agreement and the endorsements contained therein, in such view of the matter, it is seen that the trial court is perfect in granting the appropriate remedy in favour of the plaintiff and thereby found to be justified in granting the relief in favour of the plaintiff for the refund of the advance amount to her by the

defendant with interest as determined by it and the abovesaid determination of the trial court, in my considered opinion, do not require any interference.

22. In the light of the abovesaid factors, the argument put forth by the defendant's counsel as regards the readiness and willingness on the part of the plaintiff, the material alteration said to have been done in the sale agreement, the fabrication of the sale agreement on the part of the plaintiff as put forth by the defendant and the other contentions raised qua the grant of the main relief of specific performance, particularly when the trial court has, infact, not granted the relief of specific performance in favour of the plaintiff and as above pointed out, justified in granting the appropriate remedy of refund of the advance amount paid by her to the defendant and in such view of the matter, the various authorities relied upon by the defendant's counsel reported in the following decisions, would not, in any manner, be useful, as such, to sustain the defence version.

- 1) 1993(2) MLJ 272 (G.Chelliah Nadar (died) and others vs. Periasami Nadar and others)
- 2) 2015 (3) CTC 229 (Pemmada Prabhakar & ors vs. Youngmen's Vysya Association & others)
- 3) AIR 1986 Madras 156 (S.K. Panchaksharam Mudaliar (died) and others vs. T.V. Kanniah Naidu and others)
- 4) 2009 (1) CTC 803 (K.R.Venugopal vs. K.R. Srinivasan and 4 others)
- 5) 2010 AIR SCW 7159 (D.R. Rathna Murthy vs. Ramappa)
- 6) 2017 (5) CTC 520 (K.M. Balasubramanian vs. S.Shanmugam (deceased and others)
- 7) 2014 (5) CTC 729 (K. Raju and others vs. P.Ramalingam (deceased) and others)
- 8) 2019-3-L.W.161 (M. Abdul Wahab & others vs. V. Jeyaram)

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

23. For the reasons aforesaid, I hold that the sale agreement Ex.A1 is true, valid and binding on the defendant and the defendant had received a total sum of Rs.12,60,000/- from the plaintiff pursuant to the sale agreement as put forth by the plaintiff and the trial court is correct in accepting the abovesaid case of the plaintiff and ordering the refund of the same to the plaintiff with interest as determined by it and accordingly, the point Nos.1 to 3 are answered against the defendant and in favour of the plaintiff.

Point Nos. 4 and 5

In conclusion, the judgment and decree dated 20.07.2010 passed in O.S.No.8 of 2008 on the file of Additional District and Sessions Judge (Fast Track Court), Vellore, are confirmed and resultantly, the first appeal is dismissed with costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

bga

Copy to

1. Additional District and Sessions Judge
(Fast Track Court), Vellore

+2 ccs to M/s.Sampath Kumar and Associates, Advocate, S.R.No.67953

+1 cc to Mr.T.Dhanyakumar, Advocate, S.R.No.67776

TM(CO)
SSM(07/11/2019)

A.S.No.858 of 2010

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