

IN THE HIGHCOURT OF JUDICATURE AT MADRAS

Reserved on : 26.07.2018

Pronounced on : 18.01.2019

CORAM:

THE HONOURABLE MR.JUSTICE P. RAJAMANICKAM

S.A.Nos.947 to 949 of 2000

1. Adhiaman Engineering College
Rep. By its Principal
K.M.Srinivasan

2. Adhiaman Educational & Research Institution
Rep. By its Trustee
M.P.Subramanian. ..Appellants/Appellants/plaintiffs
in all the appeals

-Vs-

Kenchappa ..Respondent/Respondent/defendant
in SA.No.947/2000

Narayanappa ...Respondent/Respondent/Defendant
in SA.Nos.948 and 949 of 2000

Prayer in S.A.Nos.947 to 949 of 2000: Second Appeals are filed under Section 100 of C.P.C., against the judgment and decree of the First Additional District Judge, Dharmapuri at Krishnagiri passed in A.S.No.30 of 1998, 32/98 and 31/98, dated 30.09.1999 confirming the Judgment and Decree of the Sub-ordinate Judge, Hosur, passed in O.S.No.115 of 1996, 117/96 and 116/96 dated 27.01.1998 respectively.

For Appellants
in all S.A.s : Ms.P.Veena Suresh
For M/s.T.R.Rajaraman
For Respondent
in all S.As. : Mr. P.Mani
For sole respondent

COMMON JUDGMENT

These second appeals have been filed by the plaintiffs against the common Judgment passed by the Additional District Judge, Dharmapuri at Krishnagiri in A.S.Nos.30 of 1998, 31 of

1998 and 32 of 1998 dated 30.09.1999 confirming the common judgments and decrees passed in O.S.Nos.115 of 1996, 116 of 1996 and 117 of 1996 on the file of the Sub- Judge, Hosur dated 27.01.1998.

2. The appellants herein have filed three suits in O.S.Nos.115 of 1996, 116 of 1996 and 117 of 1996 on the file of the Sub-Judge, Hosur, for specific performance of the sale agreements dated 07.10.1988. The learned Sub-Judge, by the common judgment dated 27.01.1998, has dismissed the said suits with costs. Aggrieved by the same, the plaintiffs have filed the appeals in A.S.Nos.30 of 1998, 31 of 98 and 32 of 98 on the file of the First Additional District Judge of Dharmapuri at Krishnagiri. The learned First Additional District Judge of Dharmapuri at Krishnagiri, by the common judgment dated 30.09.1999, has dismissed the said appeals confirming the common judgments and decrees passed by the trial court. However, he directed the parties to bear their respective costs. Feeling aggrieved, the plaintiffs have filed the present second appeals. For the sake of convenience, the parties are referred to as described before the trial court.

3. Since in all the three suits, same kind of averments made in the plaints, for the purpose of disposal of these second appeals, the averments made in the plaints, are summarized herein as follows:

The suit properties belong to the defendants. The defendants had agreed to sell the respective suit properties to the plaintiffs and entered into separate sale agreements on 07.10.1988 and Rs.43,000/- was fixed as sale consideration per acre. In pursuance of the said agreements, the plaintiffs have paid a sum of Rs.5000/- as advance to each of the defendants. It was agreed that the balance sale consideration should be paid within eleven months and that the plaintiffs have to obtain sale deeds. The second plaintiff is the Educational and Charitable Trust. On behalf of the second plaintiff, as a Principal of the Engineering College, entered into the aforesaid sale agreement with the defendants. On the date of the sale agreement, the defendants delivered possession of their properties to the first plaintiff.

b) The first plaintiff as per the sale agreements, was always ready and willing to perform his part of the contract and called the defendants to receive the balance sale consideration and execute the sale deed. But the defendants postponing the same under some pretext or other. Hence, the first plaintiff through the second plaintiff issued a notice on 22.07.1992 through their lawyer calling upon the defendants to receive the balance sale consideration and execute the sale deeds. Though the defendants had received the said notice on 25.07.1992, they

neither come forward to comply with the said notice nor they sent any reply. Hence, the plaintiffs constrained to file the above suits for the relief of specific performance.

4. The averments made in the written statement filed by the defendants in the aforesaid suits are summarized as follows:

a) It is false to say that the defendants executed the sale agreement in favour of the first plaintiff on 07.10.1988. It is also false to state that the defendants agreed to sell the suit properties at the rate of Rs.43000/- per acre and received a sum of Rs.5000/- as advance by each of the defendants. It is also false to state that the plaintiff has to pay the balance sale consideration within a period of eleven months and get executed the sale deed. It is also false to state that the plaintiffs were always ready and willing to perform their part of contract and only the defendants evaded to perform their contract. It is true that the defendants had received lawyer's notice, but they ignored the same as it was black mailing notice belatedly issued and with a view to pressurize the defendants. It is also false to state that the plaintiffs through M.P.Subramaniam appraised the defendants, but the defendants were postponing the sale transaction.

b) Since in the beginning of the year 1988, Thiru. Thambi Durai, then Deputy Speaker of Lok Sabha was sending the messengers to the defendants for purchasing lands from them, but the defendants were not willing to sell their properties. As a result, the messengers and agents of Thiru.Thambi Durai, threatened the defendants that if they refuse to sell their lands, they would see that the lands were acquired by the Government. On 07.10.1988, the defendants were asked by the Tahsildar, Hosur and his Sub-ordinate officials to come with them in the jeep as there were orders from the higher officials to bring them in connection with the acquisition of their lands. Believing the representation of the Tahsildar, the defendants went along with them in a jeep to a Bungalow at Hosur. In the jeep, one Byrappa also accompanied the Tahsildar. They were taken to the room where Thiru.Thambi Durai was present. On seeing the defendants, Thiru.Thambi Durai demanded them to sell their lands and further threatended that if they failed to obey him, he would say that they would loose all their lands. The defendants showed restraint and expressed their inability to sell their lands. Thereupon Thiru.Thambi Durai called his henchmen and asked them to get signatures in the stamp papers and sent the defendant away. Consequently, the henchmen of Thiru.Thambi Durai took them to a room and get signatures of the defendants on some stamp papers which were not then written by using coercion and causing threats. Thump impressions of one of the defendants viz. M.Narayanappa were taken under coercion and threats on some stamp papers which were then not written. The

defendants were then let off by the henchmen of Thiru. Thambi Durai stating that they would put them in jail if they dared to put obstacles in the plans of Thiru. Thambi Durai.

c) As the person, who was responsible for getting the signatures of the defendants in blank stamp papers was having power and commanding the service of administrative machinery, the defendants kept quite. However, within a short time, the Government changed and hence the defendants get relieved of the botheration and decided to meet any eventuality if Thiru. Thambi Durai directed to launch the legal battle. Now Thiru. Thambi Durai, who is the founder of AdhiamanEngineering College fabricated the aforesaid agreements and filed the suits. Even assuming that the suit agreements are true, still they cannot be enforced on account of lack of mutuality between the parties to the transaction. Though the agreement purported to have been entered into between the first plaintiff and the defendants, it was not signed by the first plaintiff. Therefore, the agreement cannot be enforced. Even assuming that the suit agreements are taken to be true, it is stated in the said agreements that within eleven months, the first plaintiff should pay the balance sale consideration and get the sale deed and therefore time is the essence of the contract. As the first plaintiff did not perform his part of contract, even as per the terms of the agreement, no relief can be granted to the first plaintiff. The market value of the suit properties was Rs.1,50,000/- per acre on the date of the alleged agreement and as such the defendants would not have agreed to sell their properties for paltry sum of Rs.4,30,00/- per acre. In equity, the first plaintiff is not entitled to get the relief of specific performance. Even if the agreements are taken to be true, even as per the said agreements, there is no privity of contract between the second plaintiff and the defendants and as such, the suit is not maintainable. Therefore, the defendants prayed to dismiss the above suits.

5. The averments made in the additional written statements filed by the defendants are, in brief, as follows:

The suit properties are ancestral and joint family properties of the defendants, in which, their children also having shares but without adding them as parties, the plaintiffs have filed the above suits and therefore, the above suits are bad for non-joinder of necessary parties.

6. The averments made in the reply statements filed by the plaintiffs are, in brief, as follows:

Since the defendants are eldest in their respective families, they entered into the sale agreements as family managers and therefore, the said sale agreements will bind upon their children also and therefore, they need not be impleaded

as parties.

7. Based on the aforesaid pleadings, the learned Sub-Judge, Hosur, has framed the necessary issues and tried the aforesaid three suits jointly. During trial, on the side of the plaintiffs, three witness were examined as PW1 to PW3 and Ex.A1 to Ex.A9 were marked as exhibits. On the side of the defendants, five witnesses were examined as DW1 to DW5. The defendants have marked Ex.B1 to Ex.B6 as exhibits on their side.

8. The learned Sub-Judge, Hosur, after considering the materials placed before him, found that the said agreements are not genuine and they were created by getting signatures and thumb impressions from the defendants by coercion. He also found that in the said sale agreements, plaintiffs have not signed and only defendants have signed and hence there was no mutual contract between the parties and as such, the said sale agreements cannot be enforced. He also found that it was not mentioned in the sale agreements that they were entered for the benefit of minor children of the defendants and hence the said agreements will not bind upon the minor children of the defendants. Further, he found that at the time of entering the sale agreements, the defendants got not only minor children but also major children. Under the said circumstances, without getting the signatures from the major children, the plaintiffs cannot enforce agreements against the properties of the joint family. He also found that the plaintiffs have not proved that they were always ready and willing to perform their part of contract. Accordingly, he dismissed the suits with costs. Aggrieved by the same, the plaintiffs have filed the appeals in A.S.No.30 of 1998, 31 of 1998 and 32 of 1998 on the file of the First Additional District Judge, Dharmapuri District at Krishnagiri. The learned First Additional District Judge of Dharmapuri District at Krishnagiri by the common judgment dated 30.09.1999 has dismissed the said appeals confirming the judgments and decrees passed by the trial court. Further, he directed the parties to bear their respective costs. Feeling aggrieved, the plaintiffs have filed the present second appeals.

9. This court, at the time of admitting these second appeals, formulated the following substantial questions of law:

"1. Is the lower appellate court right in dismissing the suit on the ground there is no mutuality of agreement, when the learned Appellate Judge has held that defendant has executed the suit agreement of sale?

2. Is the lower appellate court right in holding that mere non-signing of the agreement of sale by the plaintiffs will disentitle the plaintiffs to sue the defendant for specific performance of

agreement?"

10. Heard Ms.P.Veena Suresh, learned counsel for the appellants and Mr. P.Mani, learned counsel for the respondent.

11. Substantial Questions of law Nos.1 and 2:

Learned counsel for the appellants/plaintiffs has submitted that since the defendants have admitted their signatures in the sale agreements, the courts below ought to have decreed the suits. She further submitted that only after oral agreements, the agreements were prepared and in the said written agreements, the defendants have signed and in such a case, merely because the first plaintiff has not signed, it cannot be said that the said agreements cannot be enforced. In support of the said contentions, she relied upon the decision of the Hon'ble Supreme Court in Aloka Bose Vs. Parmatma Devi and Others (2009) 2 SCC 582.

12. Learned counsel for the appellants further submitted that the first appellate court having rejected the contention of the defendants that the sale agreements are vitiated by coercion, it ought to have granted a decree for specific performance in favour of the appellants/plaintiffs. She further submitted that the courts below failed to consider that the defendants did not send a reply to the pre-suit notice and as such, adverse inference ought to have been drawn against the defendants. She further submitted that the courts below erred in holding that the second plaintiff is a non-suit on the ground that he is not a party to the agreement. She further submitted that the evidence of PW1 and PW2 would clearly show that the plaintiffs made attempts to get the sale deed within the time stipulated in the sale agreement, but only the defendants evaded the same. She further submitted that the evidence of PW1 and PW2 would clearly show that the plaintiffs were always ready and willing to perform their part of contract. She further submitted that the courts below failed to consider that in pursuance of the sale agreements, the defendants handed over the possession to the plaintiffs and it shows that the plaintiffs are in possession of the suit property in part performance of their contract and as such, the plaintiffs are entitled for the relief of specific performance, and therefore she prayed to allow these second appeals and set aside the judgments and decrees of the courts below and decree the suits as prayed for.

13. Per contra, learned counsel for the respondents/defendants has submitted that the Adhiaman Engineering College is owned by Thiru.Thambi Durai and that at the time of executing the alleged sale agreements, he was a Deputy Speaker of the Lok Sabha and by misusing his power, he threatened and coerced the defendants and obtained signatures

and thumb impressions on blank stamp papers and subsequently, created the sale agreements and no advance was paid as stated in the said agreements and therefore, they cannot be enforced. He further submitted that even if it is assumed that the sale agreements are not vitiated on the ground of coercion, the conduct of the plaintiffs would clearly show that they were not ready and willing to perform their part of contract within a reasonable time.

14. He further submitted that there is no evidence that the plaintiffs made attempt to pay the balance sale consideration and get the sale deed executed within the time stipulated in the said sale agreement. He further submitted that the sale agreements were said to have been entered on 07.10.1988 and as per the said agreements, the first plaintiff has to pay the balance sale consideration within eleven months from the date of the sale agreements and get the sale deed executed. He further submitted that the said eleven months expired on 06.09.1989 and there is no evidence that within the said stipulated time, the plaintiffs called upon the defendants to receive the balance sale consideration and get the sale deed executed. He further submitted that only on 21.07.1992 i.e., after three years nine months, the plaintiffs have issued a lawyer's notice and that itself would show that the plaintiffs are not ready and willing to perform their part of contract. He further submitted that though in the sale agreements, it is stated that the defendants have handed over the possession of the suit properties to the first plaintiff, but actually the defendants have not handed over the possession of the suit properties to the first plaintiff and therefore, the plaintiffs cannot take a shelter under Section 53-A of the Transfer of Property Act. He further submitted that there is no recital in the sale agreement that only on behalf of the second plaintiff, the first plaintiff entered sale agreement, and as such, the second plaintiff is not entitled to ask for specific performance.

15. He further submitted that in a suit for specific performance, the plaintiff has to aver and prove that he was always ready and willing to perform his part of contract at all material time. He further submitted that the courts below taking into consideration of all the aforesaid facts have rightly rejected the claim of the appellants/plaintiffs and in the said concurrent factual findings, this court cannot interfere and therefore, he prayed to dismiss the second appeal.

16. In support of the aforesaid contentions, the learned counsel for the respondent relied upon the following decisions:

1. Nanjappan Vs. Ramasamy and another (Civil Appeal No.2373 of 2015 on the file of the Hon'ble Supreme Court dated 24.02.2015).

2. P.Meenakshi Sundaram Vs. P.Vijayakumar and another
Civil Appeals Nos.3353-3354/2014 on the file of the
Hon'ble Supreme Court dated 28.03.2018.

17. According to the defendants, at the time of alleged execution of the sale agreements, the owner of the Adhiaman Engineering College viz. Thiru.Thambi Durai was the Deputy Speaker of Lok Saba and the said Thiru.Thambi Durai, by misusing his power threatened them and obtained signatures and thumb impressions in the blank stamp papers and subsequently, he has created the said sale agreements and hence, the said agreements are vitiated by coercion.

18. The first appellate court itself rejected the contention of the defendants that the sale agreements are vitiated on the ground that their signatures and thumb impressions were obtained by exercising coercion. As per Section 19 of the Contract Act, when consent to an agreement is caused by coercion, fraud or misrepresentation, the agreement is a contract voidable at the option of the party whose consent was so caused. Therefore, if the consent is obtained by coercion, the said agreement is only a voidable contract and unless it is avoided by filing suit within three years, the said agreement is valid. In this case, admittedly the defendants have not filed any suit to set aside the suit sale agreements on the ground that they are vitiated by coercion. The first appellate court also considered the aforesaid contention of the defendants and held that it is not open to the defendants to take a plea that the said agreements are vitiated by coercion and they will not bind upon them. So, the same plea cannot be raised by the respondents/ defendants in the second appeal also.

19. The first appellate court found that in the sale agreements, the plaintiffs have not signed and only the defendants signed and hence there is no mutuality and therefore, the sale agreements cannot be enforced by the plaintiffs.

20. In Aloka Bose Vs. Parmatma Devi and Others (supra), the Hon'ble Supreme Court in paragraph Nos.16 to 18 has observed as follows:

"16. On the other hand, the observation in S.M. Gopal Chetty (supra) that unless agreement is signed both by the vendor and purchaser, it is not a valid contract is also not sound. An agreement of sale comes into existence when the vendor agrees to sell and the purchaser agrees to purchase, for an agreed consideration on agreed terms. It can be oral. It can be by exchange of communications which may or may not be signed. It may be by a single document signed by both parties. It can also be by a document

in two parts, each party signing one copy and then exchanging the signed copy as a consequence of which the purchaser has the copy signed by the vendor and a vendor has a copy signed by the purchaser. Or it can be by the vendor executing the document and delivering it to the purchaser who accepts it.

17. Section 10 of the Act provides all agreements are contracts if they are made by the free consent by the parties competent to contract, for a lawful consideration and with a lawful object, and are not expressly declared to be void under the provisions of the Contract Act. The proviso to section 10 of the Act makes it clear that the section will not apply to contracts which are required to be made in writing or in the presence of witnesses or any law relating to registration of documents. Our attention has not been drawn to any law applicable in Bihar at the relevant time, which requires an agreement of sale to be made in writing or in the presence of witnesses or to be registered. Therefore, even an oral agreement to sell is valid. If so, a written agreement signed by one of the parties, if it evidences such an oral agreement will also be valid.

18. In any agreement of sale, the terms are always negotiated and thereafter reduced in the form of an agreement of sale and signed by both parties or the vendor alone (unless it is by a series of offers and counter-offers by letters or other modes of recognized communication). In India, an agreement of sale signed by the vendor alone and delivered to the purchaser, and accepted by the purchaser, has always been considered to be a valid contract. In the event of breach by the vendor, it can be specifically enforced by the purchaser. There is, however, no practice of purchaser alone signing an agreement of sale."

21. From the aforesaid decision, it is clear that even an oral agreement to a sale is valid, if so, a written agreement signed by one of the parties, if it evidences such an oral agreement will also be valid. It is also clear that where an agreement of sale signed by the vendor alone and delivered to purchaser and accepted by the purchaser has always been considered to be a valid contract and in the event of breach by the vendor, it can be specifically enforced by the purchaser. Therefore, the findings of the first appellate court that since the plaintiffs have not signed in the sale agreements, they cannot be enforced, are not correct.

22. In the sale agreements, it is stated that Principal of the Adiyaman Engineering College entered into sale agreements with the defendants. It is not disputed that the second plaintiff is the Trust and only the said Trust is running the Adiyaman Engineering College and as such, the second plaintiff is also entitled to seek relief based on the suit agreements. It is also to be pointed out that in the plaint, the plaintiffs prayed to pass decree in favour of either first plaintiff or second plaintiff or plaintiffs 1 and 2 and therefore, it cannot be said that the second plaintiff is a non-suitor.

23. The next question that arises for consideration is as to whether the plaintiffs were ready and willing to perform their part of contract. Admittedly, the sale agreements were entered into on 07.10.1988. In the said agreements, it is stated that Rs.43000/- has been fixed as sale consideration per acre and Rs.5000/- was paid as advance to each of the defendants and the balance sale consideration should be paid by the first plaintiff, within eleven months and get the sale deed registered. The said eleven months expired on 06.09.1989. In the plaint, it is stated that from the first week of April, 1989, the first plaintiff was ready to pay the balance sale consideration and take sale deed from the defendants, and the first plaintiff, through M.P.Subramanian appraised the same, but the defendants were postponing. The said M.P.Subramanian while examining himself as PW1 has not specifically stated that he approached the defendants in the first week of April, 1989 and informed them that he is ready to pay the balance amount and calling upon them to receive the said amount to execute the sale deeds. On the contrary, he has vaguely stated that he has repeatedly asked the defendants to execute the sale deeds but they postponed the same. In the lawyer's notice dated 22.07.1992 (Ex.A4), also it is not specifically stated that in the first week of April, 1989, the plaintiffs approached the defendants and made a request to receive the balance sale consideration and execute the sale deeds. On the contrary, in the said notice also, it was stated that the said M.P.Subramanian approached the defendants several times and requested to execute the sale deeds and receive the balance sale consideration, but the defendants have been evading to fulfill the said agreement for the reasons best known to them. Therefore, the contention of the plaintiffs that within the time stipulated in the sale agreement, they approached the defendants and made requests to receive the balance sale consideration and execute the sale deeds, cannot be accepted.

24. Ex.A4 would show that only on 22.07.1992 that is after three years and nine months from the date of sale agreement, the plaintiffs had issued notice calling upon the defendants to receive the balance sale consideration and execute the sale

deed. This would show that the plaintiffs were not ready and willing to perform their part of contract within a reasonable time. The limitation for filing suit for specific performance would expire on 06.09.1992 whereas the plaintiffs had issued lawyer's notice just two months before expiry of the limitation and therefore, the contention of the plaintiffs that they are always ready and willing to perform their part of contract cannot be accepted.

25. In Nanjappan Vs. Ramasamy and Others (supra), the Hon'ble Supreme Court has held that in a suit for specific performance, the plaintiff has to aver and prove with satisfactory evidence that he was always ready and willing to perform his part of contract at all material time as mandatorily required under Section 16 (c) of the Specific Relief Act, 1963.

26. In P. Meenakshi Sundaram Vs. P. Vijayakumar and another (supra), also held that in a suit for specific performance, the plaintiff must aver and prove a continuous, readiness and willingness to perform the contract on his part from the date of the contract.

27. In His Holiness Acharya Swami Ganesh Dassji VS . Sita Ram Thapar, (1996) 4 SCC 526, the Hon'ble Supreme Court drew a distinction between readiness to perform the contract and willingness to perform the contract. It was observed that by readiness, it may be meant the capacity of the plaintiff to perform the contract which would include the financial position to pay the prejudice price. As far as the willingness to perform the contract is concerned, the conduct of the plaintiff has to be properly scrutinized along with attendant circumstances. On the facts available, the court may inquire whether or not the plaintiff was always ready and willing to perform his part of the contract. It was held in paragraph No.2 as follows:

" There is a distinction between readiness to perform the contract and willingness to perform the contract. By readiness may be meant the capacity of the plaintiff to perform the contract which includes his financial position to pay the purchase price. For determining his willingness to perform his part of the contract, the conduct has to be properly scrutinised.....

The factum of readiness and willingness to perform plaintiff's part of the contract is to be adjudged with reference to the conduct of the party and the attending circumstances. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of the contract. The facts of this case would amply demonstrate that the

petitioner/plaintiff was not ready nor had the capacity to perform his part of the contract as he had no financial capacity to pay the consideration in cash as contracted and intended to bide for the time which disentitles him as time is of the essence of the contract."

28. In this case, though the plaintiffs being the educational institution, they may have the capacity to pay the balance sale consideration, but their conduct would show that they are not willing to perform their part of contract within a reasonable time. After waiting for three years and nine months, they have chosen to issue lawyer's notice and only on the last date of the limitation i.e., on 07.09.1992, they have filed the suits. Therefore, the conduct of the plaintiffs would show that they are not willing to perform their part of contract within a reasonable time.

29. Now, let us see whether the plaintiffs are in possession of the suit properties in pursuance of the sale agreements. Though in the suit agreements, it has been mentioned as that the possession has been handed over to the first plaintiff, no other evidence is produced to show that the first plaintiff had taken possession of the suit properties as part performance of the contract. Admittedly, the suit lands are agricultural lands and in such a case, the plaintiffs should have produced at least Adangal extracts to show that they are cultivating the suit lands. In this case, the plaintiffs have not produced any Adangal extract to show that they are in possession of the suit properties. Therefore, the contention of the appellants/plaintiffs that they are in possession of the suit properties as part performance of the contract cannot be accepted.

30. It is also relevant to refer to the decision in J. Vincent Vs. S.Srinivasan, 2018-3-L.W.789 wherein a Division Bench of this Court has observed in paragraph No.30, as follows:

"30. In a suit for Specific Performance, the Court has to keep in mind that the discretionary power vested in it is by virtue of Section 20 of the Specific Relief Act. It is now a well settled principle of law that the Court is not bound to grant Specific Performance merely because it is lawful to do so. The Court should meticulously consider all the facts and circumstances of the case and ensure that it is not used as an instrument of oppression to have an unfair advantage to the plaintiff. Since the relief of Specific Performance is given exercising the equity jurisdiction, the conduct of the plaintiff should be fair. The

discretion that is exercised by the Court is not arbitrary but it is guided by sound and reasonable judicial principles."

31. In the present case, apart from the plaintiffs not showing their readiness and willingness, will not also suffer from any hardship if the relief is not granted in their favour since they are educational institution. On the other hand, the defendants will be put to hardship if the relief of specific performance is granted for plaintiffs since the act of the plaintiffs subsequent to the contract shows that they are not willing to perform their contract. Further, the sale agreements were entered into on 07.10.1987. Now almost 31 years over and by this time, the value of the suit properties might have been increased many folds and the defendants are poor farmers and if the relief of specific performance is granted, that would cause hardship to the defendants. Therefore, this court is of the view that the plaintiffs are not entitled for the relief of specific performance.

32. The courts below, taking into consideration of all the aforesaid facts, have rightly rejected the claim of the plaintiffs. In the said concurrent factual findings, this court cannot interfere. Accordingly, the substantial questions of law are answered against the plaintiffs.

33. In the result, the second appeals are dismissed. No costs.

gv

Sd/-
Assistant Registrar (CS IV)

//True Copy//

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Sub Assistant Registrar

To

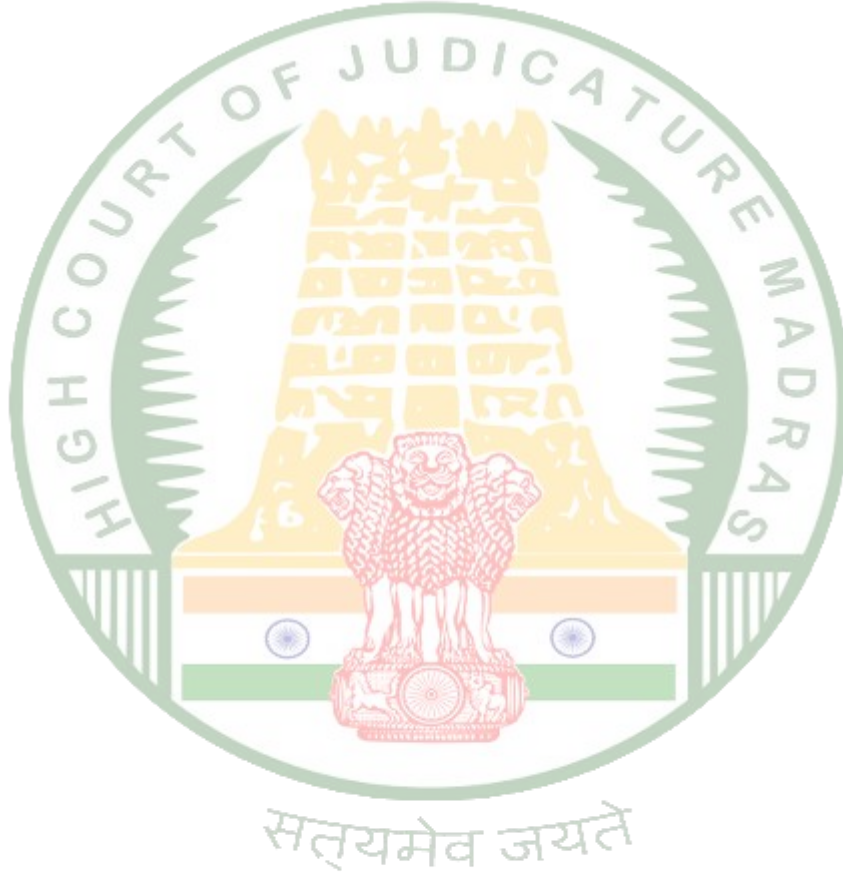
1. The First Additional District Judge,
Dharmapuri at Krishnagiri.
2. The Sub-ordinate Judge,
Hosur.
3. The Section Officer,
V.R. Section,
High Court, Madras.

+3cc to Mr.T.R.Rajaraman, Advocate, vide SR.No.3704 to 3706/19

+3cc to M/s.P.Mani, Advocate, vide SR.No.4220 to 4222/19

S.A.Nos.947 to 949 of 2000

Kak (21/04/2019)



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