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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 02.04.2019

PRONOUNCED ON : 03.06.2019

CORAM

THE HONOURABLE MR.JUSTICE T.RAVINDRAN

S.A.No.893 of 2005

1.Suguna Narasimhan (Deceased)
2.K.Narasimhan
3.N.B.Priyadharshini
4.N.B.Preethishree ...Appellants/Plaintiff

(Appellants 2 to 4 brought on record
as LRs of the deceased sole appellant
vide order of Court dated 15.02.2019
made in CMP.No.1853 to 1855/2016
in S.A.No.893/2005)

Vs.

D.Saroja Devarajan ... Respondent/ Defendant

Prayer :- Second Appeal has been filed under Section 100 of the Civil Procedure Code against the Judgement and Decree dated 20.04.2004 passed in A.S.No.330 of 2002 on the file of the 7th Additional Judge, City Civil Court, Chennai, reversing the judgement and decree dated 24.07.2001 passed in O.S.No.4137 of 1997 on the file of the 18th Assistant Judge, City Civil Court, Chennai.

For Appellants : Mr.R.Agilesh
for Mr.K.Ashok Chakravarthy

For Respondent : Mr.R.Bharanidharan

JUDGMENT

Challenge in this second appeal is made to the Judgement and Decree dated 20.04.2004 passed in A.S.No.330 of 2002 on the file of the 7th Additional Judge, City Civil Court, Chennai, reversing the judgement and decree dated 24.07.2001 passed in O.S.No.4137 of 1997 on the file of the 18th Assistant Judge, City Civil Court, Chennai.

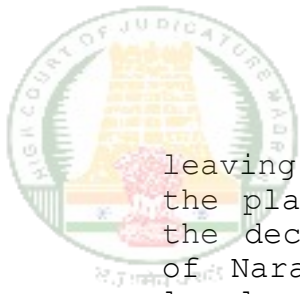


2. For the sake of convenience, the parties are referred to as per their rankings in the trial Court.

3. Suit for specific performance.

4. The case of the plaintiff, in brief, is that the suit property belonged to the plaintiff's father, the deceased Narayanaswamy and he has been in the possession and enjoyment of the same and the plaintiff's father approached the plaintiff during September 1990 and offered to sell the suit property in her favour for a sum of Rs.2,50,000/- to meet his urgent medical needs and for the marriage expenses of his youngest daughter Mohanasundari and the plaintiff also agreed for the said offer and accordingly, on 15.09.1990, an agreement of sale was entered into between the plaintiff and the deceased Narayanaswamy in respect of the suit property for a sum of Rs.2,50,000/- and on the date of the sale agreement, the plaintiff has paid a sum of Rs.30,000/- as advance in cash and the plaintiff was put in the possession of the suit property and pending the agreement of sale, the plaintiff's father Narayanaswamy died intestate on 22.11.1991 leaving his wife and three daughters as his legal representatives and accordingly, the abovesaid 4 legal representatives are each entitled to 1/4th undivided share in the suit property and by a registered deed of release dated 05.08.1996, the plaintiff's mother Krishnammal and sister Mohanasundari had executed the release deed in favour of the plaintiff releasing their undivided share in the suit property, after receiving their proportionate share in the sale consideration as agreed to by the deceased Narayanaswamy in the sale agreement dated 15.09.1990 and thus, the plaintiff has become the owner of 75% undivided share in the suit property and the defendant is entitled to remaining 25% undivided share and accordingly, the defendant is bound to convey her undivided share to the plaintiff as per the recitals contained in the sale agreement and accordingly, though the defendant was at the first instance ready to convey her share, however, subsequently, started giving evasive replies and accordingly, the plaintiff issued a legal notice on 06.05.1997 calling upon the defendant to receive a sum of Rs.55,000/- towards her share and execute the sale deed in her favour with reference to her undivided ¼ share in the suit property and to the same, the defendant sent a reply on 19.05.1997 containing false allegations and the plaintiff has expressed her willingness and readiness to complete the transaction on many occasions, however, it is the defendant, who had been evading the same on some reason or the other and accordingly, it is stated that the plaintiff has been necessitated to lay the suit against the defendant for appropriate reliefs.

5. The case of the defendant, in brief, is that the suit laid by the plaintiff is not maintainable either in law or on facts. It is true that the deceased Narayanaswamy died



leaving behind his wife and three daughters as put forth in the plaint and it is true that the suit property belonged to the deceased Narayanaswamy and it is true that on the demise of Narayanaswamy, the suit property would devolve upon his legal representatives, however, it is false to state that the deceased Narayanaswamy had entered into a sale agreement with the plaintiff on 15.09.1990 as put forth in the plaint and the deceased Narayanaswamy was continuously in bed rest for more than two years due to paralytic attack and the plaintiff's claim to have entered into an agreement of sale with him in respect of the suit property is false and the defendant is not a party to the agreement and the sale agreement projected in the plaint is not genuine and a bogus one. The defendant is not aware of the release deed executed by her mother and sister in favour of the plaintiff in respect of their undivided share in the suit property. It is true that the defendant is entitled to undivided share in the suit property as the legal representative of Narayanaswamy, however, the claim of the plaintiff that the defendant is bound to convey her share to her on receiving a sum of Rs.55,000/- is false and the same cannot be accepted. The plaintiff has no right to enforce the sale agreement, since it is a fabricated record and the relief sought for by the plaintiff is not maintainable and accordingly, the suit is liable to be dismissed.

6. In support of the plaintiff's case, PWs 1 & 2 were examined and Exs.A1 to A8 were marked. On the side of the defendant, DWs 1 & 2 were examined and no document was marked.

7. On an appreciation of the materials placed on record by the respective parties and the submissions made, the trial Court was pleased to decree the suit in favour of the plaintiff as prayed for. On appeal by the defendant, the first appellate Court, on an appreciation of the materials placed on record and the submissions made, was pleased to set aside the judgment and decree of the trial Court and by way of allowing the appeal preferred by the defendant, resultantly, dismissed the suit laid by the plaintiff. Impugning the same, the present second appeal has been preferred.

8. The second appeal has been admitted on the following substantial questions of law:

(1). Whether the appellate Court is legally right in holding that the suit was barred by limitation, even after noticing that possession of the suit property was given to this appellant on the date of agreement and the present defendant/respondent is debarred from enforcing against this appellant, who was put into possession?



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(2).Whether the Appellate Court is legally right in not invoking S.53-A of the Transfer of Property Act to the facts of this case?

(3).Whether an Agreement of sale has to be proved by examining the attesting witness as decided by the appellate Court?

(4).Whether the present suit is barred by limitation?"

9.It is not in dispute that the suit property belonged to the deceased Narayanaswamy. It is also not in dispute that the deceased Narayanaswamy died on 22.11.1991 leaving behind his wife and three daughters as his legal representatives. The plaintiff, the defendant and one Mohanasundari are his daughters and Krishnammal is his wife. According to the plaintiff, Narayanaswamy had entered into a sale agreement with her on 15.09.1990 in respect of the sale of the suit property for a sum of Rs.2,50,000/- and accordingly, it is put forth by the plaintiff that she had paid a sum of Rs.30,000/- as advance on the date of the sale agreement and further, according to the plaintiff, the parties had agreed that the balance sale consideration should be paid within six months from the date of the sale agreement and the plaintiff should obtain the sale deed executed from the deceased Narayanaswamy. According to the plaintiff, inasmuch as Narayanaswamy had died on 22.11.1991, it is put forth by her that accepting that she is entitled to the suit property based on the sale agreement dated 15.09.1990 marked as Ex.A1, her mother and sister Mohanasundari had executed a release deed in her favour in respect of their share in the suit property on 05.08.1996 marked as Ex.A6 and accordingly, it is the case of the plaintiff that she is entitled to the remaining $\frac{1}{4}$ share belonging to the defendant and the defendant is also bound by the terms of the sale agreement Ex.A1 and she is bound to collect the value of her share in respect of the suit property amounting to Rs.55,000/- and convey the sale deed in favour of the plaintiff and on the other hand, inasmuch as the defendant had not responded to the request of the plaintiff in accepting the sale price of her share and execute the sale deed, it is stated that the plaintiff sent a notice on 06.05.1997 calling upon the defendant to comply with the terms of the sale agreement and it is stated that to the same, the defendant sent a reply on 19.05.1997 containing false allegations and hence, according to the plaintiff, she has been necessitated to institute the suit for appropriate reliefs.

10.The defendant has disputed the sale agreement dated 15.09.1990 projected by the plaintiff for claiming the relief of specific performance, said to have been entered into between the plaintiff and the deceased Narayanaswamy in



respect of the suit property and also the payment of Rs.30,000/- by the plaintiff as advance on the date of the sale agreement and according to the defendant, the sale agreement Ex.A1 is a bogus document created by the plaintiff for the purpose of the case and no such agreement was entered into between her father, the deceased Narayanaswamy and the plaintiff as put forth in the plaint and further, it is stated that the deceased Narayanaswamy was in bed rest for more than 2 years prior to his death attacked by paralysis and therefore, he would not have entered into the sale agreement with the plaintiff for the sale of the suit property as put forth in the plaint and accordingly, it is stated that the sale agreement Ex.A1 is not binding on the defendant and she is not entitled to convey her share in respect of the suit property to the plaintiff based on Ex.A1 sale agreement and accordingly, also disputed the claim of the plaintiff that she was ready and willing to perform her part of the contract pursuant to the sale agreement and accordingly, prayed for the dismissal of the plaintiff's suit.

11.Inasmuch as the defendant has challenged the truth and validity of Ex.A1 sale agreement, the duty is cast upon the plaintiff to establish the truth and validity of the same by examining the persons associated with the said document. Admittedly, other than the evidence of the plaintiff, the plaintiff has not chosen to examine the persons associated with the sale agreement Ex.A1, despite the challenge put forth to the same by the defendant as a bogus document. The plaintiff had not endeavoured to examine the attestors to the sale agreement Ex.A1 nor endeavoured to examine the scribe of the said document for sustaining her case. As to why the plaintiff had not endeavoured to examine the attestors and the scribe of Ex.A1 sale agreement, no explanation is forthcoming on the part of the plaintiff. In this connection, the plaintiff cannot be allowed to rely upon the evidence of PW2, her sister Mohanasundari. as she is not a party associated with Ex.A1 sale agreement. Similarly, the release deed executed in favour of the plaintiff by her mother Krishnammal and PW2, her sister Mohanasundari releasing their shares in the suit property in favour of the plaintiff on the basis of the sale agreement would not in any manner bind the defendant as the defendant is not a party to the abovesaid release deed. Therefore, the evidence of PW2 and the release deed Ex.A2, as such, would not buttress the plaintiff's case safely. In such view of the matter, the plaintiff having failed to place the evidence of the persons associated with the sale agreement for consideration, it is highly doubtful whether at all Ex.A1 sale agreement would have been entered into with her by deceased Narayanaswamy.

12.According to the defendant, the deceased Narayanaswamy was in bed rest attacked by Paralysis for more than two years prior to his death. In this connection, the plaintiff examined as PW1, during the course of cross examination, has admitted



that her father Narayanaswamy died due to paralysis attack and further, admitted that he had been suffering with paralysis attack for more than four years prior to his death. Thus, it is found that when the plaintiff's father has been attacked by paralysis for more than four years prior to his death, to say that he had volunteered to sell the suit property to the plaintiff alone for a sum of Rs.2,50,000/-, as such, cannot be readily accepted. In the light of the factual matrix, particularly, when the defendant has challenged the truth and validity of Ex.A1 agreement and also put forth the defence that her father would not have been in a position to execute the sale agreement in favour of the plaintiff due to his various ailments and when it is admitted by the plaintiff also that her father had been attacked with paralysis and he was in bed rest and when it is seen that only the LTI of Narayanaswamy is found to have been obtained in Ex.A1 sale deed and in such view of the matter, as rightly put forth by the defendant, the plaintiff should have endeavoured to examine the attestors and the scribe of Ex.A1, to substantiate her case that Narayanaswamy with full mental alertness and on his own volition had entered into Ex.A1 sale agreement with the plaintiff agreeing to convey the suit property to her for a sum of Rs.2,50,000/- and that, he had received a sum of Rs.30,000/- as advance from the plaintiff on the date of the sale agreement. The plaintiff has failed to establish her case on the abovesaid lines, in such view of the matter, the plaintiff's case has to be only accepted with a pinch of salt.

13.The sale agreement Ex.A1 is dated 15.09.1990. The suit for specific performance laid by the plaintiff for enforcing the abovesaid sale agreement has been instituted by the plaintiff on 26.06.1997. On a perusal of the terms contained in Ex.A1 sale agreement, it is found that the parties thereto, assuming for the sake of arguments that the sale agreement is a genuine document, had agreed to complete the sale transaction within a period of six months from the date of the sale agreement. In other words, as per the terms contained in Ex.A1 agreement, the plaintiff should tender the balance sale consideration of a sum of Rs.2,20,000/- to the deceased Narayanaswamy and obtain the sale deed from him in respect of the suit property within a particular point of time. Though it is found that the deceased Narayanaswamy had died on 22.11.1991 nearly more than one year after the date of the sale agreement Ex.A1, when as per the terms of the sale agreement Ex.A1, the plaintiff is enjoined to pay the balance sale consideration within six months from the date of the said sale agreement to the deceased Narayanaswamy, if really, Ex.A1 sale agreement had been entered into between the deceased Narayanaswamy and the plaintiff as put forth by the plaintiff in the plaint, she would have endeavoured to pay the balance sum to the deceased Narayanaswamy, when he was alive and within the period stipulated in the sale agreement and further, endeavoured to obtain the sale deed from him in respect of the suit property. Particularly, when the



plaintiff being the daughter of the deceased Narayanaswamy has admitted that the health condition of Narayanaswamy at the relevant point of time was bad and that he had been in bed rest on account of paralysis attack for more than four years, if the sale agreement had any semblance of truth, knowing the health condition of the deceased Narayanaswamy, the plaintiff as the prospective purchaser, if the agreement is true, she would have endeavoured to pay the balance sale consideration much prior to the time stipulated under the sale agreement and obtain the sale deed from Narayanaswamy himself at the earliest point of time. However, nothing has been whispered in the plaint as to what steps had been taken by the plaintiff to pay the balance sale consideration within the time stipulated under the sale agreement to Narayanaswamy and obtain the sale deed from him with reference to the suit property. Absolutely, there are no materials placed on the part of the plaintiff either by way of appropriate pleas or materials to evidence that she had been always ready and willing to pay the balance sale consideration to Narayanaswamy within the stipulated period or subsequent thereto prior to his death on 22.11.1991 and obtain the sale deed from him. Thus, it is seen that inasmuch as Ex.A1 agreement had not been entered into between the plaintiff and the deceased Narayanaswamy as projected in the plaint, despite the health condition of Narayanaswamy, the plaintiff had not evinced interest to complete the sale transaction pursuant to the sale agreement Ex.A1 one way or the other and kept quiet and only after the demise of Narayanaswamy, it is found that she had come forward with the case, as if the sale agreement Ex.A1 had been entered into by Narayanaswamy with her in respect of the sale of the suit property.

14.Furthermore, when as per the terms contained in Ex.A1 sale agreement, Narayanaswamy had volunteered, as put forth by the plaintiff, to sell the suit property to her to meet the medical expenses and also to meet the marriage expenses of his daughter Mohanasundari, the plaintiff knowing the reasons, for which, Narayanaswamy had offered to sell the suit property, definitely, if the sale agreement is a genuine document, she would have, at the earliest point of time, paid the balance sale consideration, so as to ensure that the medical expenses are met with and also the marriage expenses of his daughter Mohanasundari are met with. Despite the abovesaid position, the act of the plaintiff in not endeavouring to pay the balance sale consideration within the stipulated period or even thereafter, prior to the death of Narayanswamy would only go to show that inasmuch as no such agreement had been entered into between the parties concerned, no steps at all had been initiated by the plaintiff to take further endeavoures with reference to the same.

15.The position being as above, the plaintiff cannot be allowed to contend that the parties had not intended that time should be essence of the contract and therefore, the plaintiff



is entitled to enforce the sale agreement, at any time she desires. The abovesaid argument does not merit acceptance. When as per the sale agreement Ex.A1, the parties had specifically fixed the time limit for completing the sale transaction and also given certain plausible reasons for fixing the time limit i.e. to meet the medical expenses of the deceased Narayanaswamy and the marriage expenses of his daughter and when the said reasons for the alleged sale of the suit property in favour of the plaintiff are well known to the plaintiff, she being the daughter of the deceased Narayanaswamy, in such view of the matter, to say that the parties had not intended to fix the time limit for completing the sale agreement as the essence of the contract and therefore, the plaintiff is entitled to enforce the sale agreement as and when, she deems it fit, cannot at all be accepted in any manner and the same would only expose the falsity of the plaintiff's case qua the sale agreement dated 15.09.1990.

16.If really, Ex.A1 sale agreement has any element of truth and the same had been really executed in favour of the plaintiff by the deceased Narayanaswamy, at least after the demise of Narayanaswamy on 22.11.1991, the plaintiff should have endeavoured to enforce the sale agreement as per law against the other legal heirs of the deceased Narayanaswamy. Though her mother and one sister had conveyed their shares in respect of the suit property to her based on the sale agreement, however, it is found that though the plaintiff would claim that she had obtained the release deed of her mother's share and her sister Mohanasundari's share in respect of the suit property by way of Ex.A2 release deed, the said document is found to have been secured only on 05.08.1996 nearly six years after the sale agreement and nearly five years after the death of Narayanaswamy, accordingly, it is found that inasmuch as no such sale agreement marked as Ex.A1 had been entered into between the plaintiff and the deceased Narayanaswamy, it is evident that after the demise of Narayanaswamy, the plaintiff had not taken any earnest steps to enforce the same calling upon the legal heirs of the deceased Narayanaswamy to convey their shares in respect of the suit property as per the terms of Ex.A1 sale agreement. Merely because, the plaintiff's mother and her sister Mohanasundari had conveyed their shares by way of the release deed in respect of the suit property under Ex.A2 deed, that would not lend a colour of truth to Ex.A1 sale agreement and on that alone, ipse dixit, we cannot determine or hold that the plaintiff's mother and sister Mohanasundari had released their shares in respect of the suit property to the plaintiff under Ex.A2 release deed pursuant to the sale agreement Ex.A1. Inasmuch as the defendant is not a party to the abovesaid release deed, the recitals contained in the same would not in any manner bind the defendant and therefore, the plaintiff cannot be allowed to take shelter or refuge under Ex.A2 or the evidence of PW2 Mohanasundari for sustaining her case that her



mother and PW2 had released their shares for the suit property in recognition of the sale agreement Ex.A1.

17.If really, Ex.A1 sale agreement had been entered into between the plaintiff and the deceased Narayanaswamy on 15.11.1990 as abovenoted, on the demise of Narayanaswamy, the plaintiff would have endeavoured to enforce the same as per law by tendering the balance sale consideration to the other legal heirs of Narayanaswamy at the earliest point of time and in case, they had refused to accept the same, the plaintiff would have further endeavoured to proceed in the matter in the manner known to law by taking appropriate steps with reference to the same. However, as abovenoted, the plaintiff has failed to take appropriate steps in connection with the same. Though the plaintiff would claim that the defendant was at the first instance ready to convey her share in the suit property and later refused to give positive response, however, with reference to such case of the plaintiff, there is no proof whatsoever on the side of the plaintiff, other than the ipse dixit testimony of the plaintiff. As abovenoted, the defendant had in toto disputed the truth and validity of Ex.A1 sale agreement and contended that it is a bogus one created by the plaintiff. In such view of the matter, it is seen that inasmuch as Ex.A1 sale agreement has not been entered into between the plaintiff and the deceased Narayanaswamy as claimed, even after the demise of Narayanaswamy, the plaintiff had not evinced interest to enforce the same as per law against the other legal heirs of Narayanaswamy, particularly, the defendant. Thus it is seen that for the first time, the plaintiff had put the defendant on notice only by way of the legal notice dated 06.05.1997 calling upon the defendant to receive the balance as against the value of her share in the suit property and convey the sale deed in favour of the plaintiff. As above noted, the defendant had repudiated the said notice by sending a reply challenging the truth and validity of Ex.A1 agreement in toto. The abovesaid notice dated 06.05.1997 has been marked as Ex.A3 and the reply notice of the defendant has been marked as Ex.A4. Therefore, it is seen that right from 15.09.1990 till 05.05.1997 the plaintiff has not placed any material to show that she has always been ready and willing to perform her part of the contract in paying the sale consideration to either Narayanaswamy or on his demise, to his other legal heirs in proportion to their share and obtain the sale deed from either Narayanaswamy or from his other legal heirs. Nearly six years after the sale agreement, the plaintiff for the first time has expressed her willinness by way of Ex.A3 notice and in such view of the matter, it is found that the plaintiff has miserably failed to establish her readiness and willingness to perform her part of the contract as per Ex.A1 sale agreement qua the defendant and accordingly, the relief of specific performance being an equitable and discretionary relief, the plaintiff having miserably failed to establish her readiness and willingness to enforce the same as against the defendant, in such view of the



matter and as abovenoted, when the plaintiff has miserably failed to establish the truth and validity of E.A1 sale agreement, in all, it is found that the First Appellate Court is fully justified in not accepting to the plaintiff's case.

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18.The First Appellate Court has also rejected the plaintiff's case on the point of limitation. As above noted Ex.A1 sale agreement fixes a particular time limit within which the same should be enforced i.e., it recites that the plaintiff should pay balance sale consideration within six months from the date of sale agreement and obtain the sale deed from the deceased Narayanaswamy. On the death of Narayanaswamy, the plaintiff should have enforced the sale agreement at the earliest point of time against his other legal heirs. Six months' period fixed under Ex.A1 sale agreement expires on 14.03.1991. Therefore, when the sale agreement had fixed the date for performance i.e. on or before 14.03.1991, in such view of the matter, the plaintiff for enforcing the sale agreement should have laid the suit against the defendant in particular within three years from the date of 14.03.1991. On the other hand, when it is found that the present suit has been laid by the plaintiff only on 26.06.1997, as rightly determined by the first appellate Court, the suit is obviously barred by limitation. The argument has been putforth by the plaintiff counsel that the plaintiff had notice of the refusal of the defendant only by way of the reply notice dated 19.05.1997 marked as Ex.A4 and hence according to him, the latter part of Article 54 of the Limitation Act would apply to the present case and so viewed, according to him the suit laid by the plaintiff is not barred by limitation. However, as rightly found by the first appellate Court, when the sale agreement had fixed the time limit for his performance, in such view of the matter, only the first part of Article 54 of the Limitation Act would apply and not the latter part and so viewed in such view of the matter, it is found that the plaintiff having failed to institute the suit within 3 years from 14.03.1991 for enforcing the sale agreement, her suit is found to be clearly hit by the law of limitation as determined by the first appellate Court and in such view of the matter, no interference is called for with the abovesaid determination of the first appellate Court.

19.The plaintiff cannot take advantage of the position that she has been put in the possession of the suit property pursuant to Ex.A1 agreement. On the other hand, a perusal of Ex.A1 sale agreement would show that there are no recitals as such that she had been put in the possession of the suit property. When the plaintiff is one of the daughters of the deceased Narayanasway and when she is found to be residing



along with the deceased Narayanaswamy and other legal heirs in the suit property, the claim of the plaintiff that she had been put in the possession of the suit property pursuant to Ex.A1 sale agreement and on that basis, her case should be accepted, cannot at all be countenanced and in such view of the matter, the question of invocation of Section 53-A of Transfer of Property Act would not apply to the case at hand. As above discussed, when the truth and validity of Ex.A1 sale agreement having not been established by the plaintiff, particularly, when there is a serious challenge to the same by the defendant as a bogus document created by the plaintiff, the plaintiff should have endeavoured as above discussed, to establish the truth and validity of the same by examining the persons associated with the said document. The plaintiff having failed to endeavour and sustain the truth and validity of Ex.A1 sale agreement as per law, the first appellate Court is wholly justified in holding that the plaintiff has failed to establish the truth and validity of Ex.A1 sale agreement.

20. In the light of the above discussions, the first appellate Court is found to have considered all the materials placed on record in the right perspective and determined the issues involved in the matter, both factually as well as legally by applying the correct principles of law and in such view of the matter, had rightly rejected the plaintiff's suit and in such view of the matter, no interference is called for. There is no valid reason warranting interference to the judgment and decree of the first appellate Court in dismissing the plaintiff's suit. The substantial questions of law formulated in the second appeal are accordingly, answered against the plaintiff and in favour of the defendant.

21. In support of his contentions, the plaintiff's counsel placed reliance upon the decision reported in (2000) 6 Supreme Court Cases 420 (Motilal Jain Vs. Ramdasi Devi (SMT) and others) and in support of his contentions, the defendant's counsel placed reliance upon the decisions reported in 2002 (4) CTC 31 (Suryagandhi Vs. Lourduswamy), 2016 (2) MWN (Civil) 561 (Banumathy Vs. Velmurugan), 2016 (6) CTC 58 (T. Basker Vs. S. Venkatammal and four others), 2016 (4) CTC 152 (M. Johnson Vs. E. Pushpavalli) and 2017 (3) LW 92 (K.M. Raju Vs. Javed Sait). The principles of law outlined in the abovesaid decisions are taken into consideration and followed as applicable to the case at hand.

In conclusion, the second appeal fails and is, accordingly, dismissed with costs. Consequently, connected miscellaneous petition, if any, is closed.



MEMORANDUM OF COSTS

Rs. P.

Stamp for Vakalatnama	10.00
Do. used for the Memo.	
Do. for do. of the lower Court	
Do. for do. of the do.	
Advocate's fee [FC certificate not received]	
Do. for enclosures	
Value of copy Stamp-paper used for enclos	--
Batta and Postage	
Translation and Printing/Typing charges	nil

	10.00
Costs incurred in the lower appellate court	

Sd/-
Assistant Registrar(CS)

//True Copy//

Sub Assistant Registrar

sms
To

- 1.The 7th Additional Judge, City Civil Court, Chennai.
- 2.The 18th Assistant Judge, City Civil Court, Chennai.
- 3.The Section Officer,
V.R. Section, High Court, Madras.

+1cc to Mr.R.Bharanidharan , Advocate SR.No. 44728
+1cc to Mr.T.Dhanaskaran , Advocate SR.No. 45410

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A.SK(26/12/2019)