IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 27.02.2020
Pronounced on : 23.03.2020

CORAM

THE HONOURABLE MR.JUSTICE V.PARTHIBAN

S.A.No.1394 of 2007
and
M.P.No.1 of 2007

V.Arumugham ...Appellant/Respondent/Plaintiff

Vs.

1.K.Vellaisamy,
2.K.Nagappan,
3.Jayaprakash,
4.Minor Sripriya,
Minor rep. by next friend
Father K.Vellaisamy.
5.Gowrisankar,
6.Minor Krithika,
Minor rep. by her next friend
Father K.Vellaisamy. ... Respondents /Appellants/Respondents

Prayer: Second Appeal filed under Section 100 Cr.P.C. to set aside the judgment and decree dated 31.07.2007 made in A.S.No.135 of 2006 on the file of the Principal Sub Court, Erode, reversing the judgment and decree dated 31.07.2006 made in O.S.No.745 of 2004 on the file of the Second Additional District Munsif Court, Erode, by allowing this Second Appeal before this Honourable Court.

For Petitioner : Mr.N.Manokaran

For Respondents : Mr.V.S.Kesavan

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JUDGEMENT

The appellant is the plaintiff and the respondents are the defendants in the suit proceedings. The parties herein are described as per their litigative status before the trial Court.

2.The plaintiff herein approached the trial Court in O.S.No.745 of 2004 seeking direction to the defendants to receive back Rs.5,000/- being the balance sale consideration and execute sale deed with regard to suit property in favor of the plaintiff.

3.The case of the plaintiff was that he entered into a sale agreement with the defendants on 10.11.1993 and the total sale consideration for the scheduled property was fixed at Rs.35,000/-. At the time when the sale agreement was executed Rs.30,000/- was paid as advance and the plaintiff had promised to pay the balance amount of Rs.5,000/- within a period of three years. The sale agreement which was marked as Ex.A1 was the registered Document.

4.According to the plaintiff, when demands were made for execution of the sale after accepting Rs.5,000/-, there was no response from the defendants and therefore, a pre-suit notice was issued on 03.06.1996 to the defendants calling upon him to execute a sale in pursuance of the sale agreement dated 10.11.1993. The pre-suit notice was marked as Ex.A2 before the trial Court. The pre-suit notice did not evoke any response from the defendants and therefore, a suit was filed on 31.07.1996.

5.On behalf of the defendants written statement was filed resisting the suit prayer stating that there was no actual sale agreement between the plaintiff and them and it was a loan amount which was given to the defendant by the plaintiff. The defendant has also took a stand that there was a delay in filing the suit for specific performance. The trial Court, which went into the issues has found that the Sale Agreement-Ex.A1 was a registered document and execution of the documents was admitted. The trial Court has also found that the so called plea of loan arrangement between the plaintiff and the defendants was not established on behalf of the defendants, not withstanding the evidence of D.W.1 evidence, who was Defendant No.2. No materials were produced in support of the counter case set up by the defendants. The trial Court was also found that the plaintiff's readiness and willingness was not in dispute at all and the defendants themselves have admitted in the examination about the financial capacity of the plaintiff. The trial Court found that once the execution of sale agreement was admitted, the burden of proving the loan transaction was heavily on the defendants, which was not discharged by them. The trial Court has thus found all points in favor of the plaintiff for grant of relief of specific performance and allowed the suit as prayed for vide judgment dated 31.07.2006. As against that, the defendants filed A.S.No.135 of 2006 before the Principal Subordinate Court, Erode. The lower Appellate Court, which dealt with the appeal has reversed the findings of the trial Court and allowed the appeal in favour of the defendants. According to the lower Appellate Court, the delay in laying the suit by the plaintiff showed that the plaintiff was not willing to perform his part of the contract. The Appellate Court found that the pre-suit notice was issued on 06.03.1996 and the suit was filed after a period of 1½ years. The appellate Court found that the suit was actually filed on 08.01.1997. The Appellate Court has further held that the possession of the suit property was not actually handed over to the respondents. Therefore, there was no intention of the sale of suit property.

6.Further, the Appellate Court found that the balance sale consideration of Rs.5,000/- was too meager and which case why the plaintiff had postponed the execution of sale for three years. The Appellate Court therefore presumed that the property was only given as a security for the purpose of repayment of loan. In fact, the lower Appellate Court has premised its finding on the reason that the plaintiff did not establish his readiness and willingness to perform the specific performance of contract and therefore not entitled to the decree of equitable relief of execution of sale deed. As against the reversal judgment, the present second appeal has been filed by the plaintiff.

7.At the time of admission of second appeal, the following substantial questions of law were framed:

> 1.Whether the first appellate Court is right in law in dismissing the suit holding that the plaintiff has not proved his readiness and willingness continuously from the date of agreement till the date of filing the suit especially when the conduct of the plaintiff in issuing the pres-suit notice soon after expiry of the period prescribed in the agreement, and filing suit at the earliest point of time would manifestly entitles him to get the relief?
>
> 2.Whether the findings of the first appellate Court in disbelieving the undisputed registered sale agreement dated 10.11.1993 (Ex.A1) on the basis of the oral evidence of D.W.1 is permissible in law particularly when the parties to the document are debarred from giving oral evidence to controvert the terms agreed between the parties in the registered instrument in the light of Section 92 of the Indian Evidence Act?

8.Mr.N.Manokaran, learned counsel for the appellant/plaintiff would submit that once the sale agreement is a registered document and execution of the same is admitted by the defendants, no amount of oral evidence can be relied upon contradicting the terms of written agreement. In fact, the learned counsel would further submit that the defendants have not specifically denied the averments as contained in Paragraph 4 of the plaint and therefore Order 8 Rule 3,4 and 5 were attracted, as there can be a valid inference against the defendant. The entire written statement filed on behalf of the defendants were full of general denial. The learned counsel would also submit that as per Section 114 E of the Evidence Act, there is a presumption of the validity of the registered documents. He would also rely on Sections 59 and 60 of the Registration Act, wherein there is a presumption about due compliance of registration.

9.The learned counsel for the appellant/plaintiff would also draw reference to the findings of the trial Court, which clearly held that there was willingness and readiness on the part of the plaintiff to perform his side of the contract. When a pre-suit notice was issued on 06.03.1996, there was no reply from the defendants. Ex.A2 was the notice, Ex.A3 was the returned cover and Ex.A4 was the acknowledgment. The trial Court has rightly held that in view of the exhibits, the readiness and willingness of the plaintiff was clearly established. But, unfortunately, the lower Appellate Court on a misunderstanding of the legal principle laid down by the Courts has held that there was a delay in laying the suit and therefore, there was no intention and therefore there was no readiness or willingness. The learned counsel would also submit that the Appellate Court finding that the possession was not handed over in pursuance of sale agreement-A1 was also not supported by any evidence. In fact, the attesting witness was examined as P.W.2, deposed about the valid execution of the document. Once the document is validly executed, the oral evidence contrary to the written document is impermissible in view of Sections 91 and 92 of the Evidence Act and the trial Court has rightly appreciated the said position and decreed the suit. Infact the trial Court has rightly held that the burden, which was cast on the defendants with regard to the plea of loan transaction was not discharged by them at all. D.W.1 was the only witness examined on the side of the defendants.

10.On the other hand, the lower Appellate Court has completely misdirected itself and reversed the findings of the trial Court on the mis-conception of law and also failed to appreciate the concrete evidence made available on behalf of the plaintiff in proper perspective. The learned counsel would rely on the following decisions in support of his contentions.

11.He would rely on the judgment reported in AIR 2003 Madras 305 (M.Ramalingam Vs.V.Subramanyam). He would draw reference to Paragraphs 10 to 14, which are extracted hereunder:

"10.What the defendant contended before the lower Court and equally here also is that it was only a loan transaction, that the sale agreement was only manipulated and brought about to hold a threat upon the defendant to secure the due repayment of Rs.40,000/- lent by the plaintiff; and that it was never intended to be acted upon. When the defendant came with a plea stating that the intention of the parties was only to treat the same as a loan transaction, and it was never intended to be acted upon, which is inconsistent with the terms of the document, a duty is cast upon the defendant to strictly prove that it was a different transaction all together, and what was recorded in the document was intended to be of no consequence whatsover. No doubt, the defendant who came with such a plea, can well adduce evidence to show that Ex.A1 agreement though executed by him, was never intended to be operated as an agreement for sale, but only a loan transaction, which was not recorded in the document. After careful consideration of the available materials, the Court may hasten to say that the appellants have miserably failed to prove that it was a loan transaction, and the agreement was never intended to be acted upon. The defendant has not examined any independent witness or the attestors to the document, nor has he placed acceptable materials to hold so. Except the interested testimony of the defendant, nothing more is available on record. The specific averments in the written statement run as follows:

> "மேற்படி கடன்களை பிரதிவாதி பொருப்பாக கொடுக்க வேண்டும் என்று அச்சுருப்ப, ஏற்படுத்துவதற்காக மேட்டுப்பாளையம் வீட்டை குறித்து ரூ.40,000/=க்கு கிரயம் செய்து கொடுக்க வேண்டுமென்ற ஒரு ஒப்பந்தம் எழுதி பிரதிவாதியிடம் கையெழுத்து வாங்கி ரிஜிஸ்டரும் செய்து கொண்டார்".

This part of the written statement would clearly be indicative of the fact that before executing Ex.A1 sale agreement, the defendant had the full knowledge that it was an agreement for sale in respect of the plaint Schedule mentioned property, and it was also registered. Hence, the contention of the appellants side that the defendant signed the document without knowing the contents of the same cannot be countenanced.

11.A perusal of Ex.A1 document would clearly reveal that two witnesses who have attested the document apart from two identifying witnesses, were parties before the Sub-Registrar. It is not disputed that one of the attesting witnesses was brought by the defendant. But, he has not chosen to examine the said witness to prove his defence. The defendant has categorically admitted in his cross examination though denied in the chief, that one of the identifying witnesses was his co-brother. Hence, there would not have been any impediment for him to examine the said witness, but has not chosen to do so. Thus, the defendant though had the opportunity, had not examined either of the witnesses for the reasons best known to him.

12.It is not in dispute that the first appellant/defendant was liable to pay to the plaintiff under number of loan transactions contracted by him. For the recovery of the dues, the plaintiff filed O.S.No.140/79 and O.S.No.607/79. The certified copies of the plaints and the judgments in those suits were marked as Exs.B6 to B9 respectively. Apart from those two suits, the plaintiff has filed the instant suit. The lower Court has pointed out the admission made by D.W.1 that in all those three suits, he has filed the written statements containing the same averments. It is pertinent to point out that both those suits were based on promissory notes, and the decrees were passed on the basis of the endorsements made by the defendant submitting to decrees. The defendant himself has admitted in his written statement and also in evidence that he was in urgent need of money at the time of the agreement for sale. The contention of the appellants' side that the plaintiff would not have made any further payment when the defendant was liable to pay more than Rs.75,000/- during the relevant time, has no force at all. Having lent number of occasions and found the recovery of the dues difficult, the plaintiff would have naturally reluctant to advance any further amount, and under such circumstances, the defendant who was in urgent need of money would have thought it fit to sell the property and entered into an agreement for sale s one found under Ex.A1.

13.As pointed out by the learned counsel for the appellants, the plaintiff who was a moneylender, would have directly paid the consideration of Rs.40,000/- instead of retaining Rs.5,000/- out of it and got the sale deed executed outright and need not wait for a period of six months. In the instant case, out of the sale consideration of Rs.40,000/-, Rs.35,000/- has been paid as recited in the agreement, and the plaintiff has also retained Rs.5,000/-. From the evidence of P.W.1, it would be abundantly clear that the suit property was occupied by a tenant that time, and the defendant was to vacate him and hand over vacant possession, and hence, there arose a necessity for stipulating a time of six months for completion of the sale transaction. The reason adduced by the plaintiff is fully fortified by the recitals in the sale agreement, which runs as follows:

14.Relying on Ex.B22 a receipt dated 23-5-1978, it was contended by the appellants side that at the time of execution of Ex.A1 agreement, the plaintiff got a receipt from the defendant, and Ex.B22 was a copy of the receipt which was handed over to the defendant; and that the same would indicate that the transaction between the parties is only a money transaction and not an agreement for sale. Though the said document was denied by the plaintiff's side, even assuming to be true, the recitals found in Ex.B22 would affirm the same agreement under Ex.A1. The defendant in his cross examination has well admitted that he had handed over all the documents of title pertaining to the property to the plaintiff along with the encumbrance certificate which he obtained from the Sub-Registrar's Office. The contention of the learned Counsel for the appellants that the was worth more than Rs.1,00,000/- at the time of Ex.A1 sale agreement; that the said agreement was highly unconscionable, and hence, it has got to be declared as invalid cannot be countenanced, since no material is placed in the hands of the Court to accept the same. Apart from that, the lower Court has pointed out that the defendant has executed a sale deed on 23-10-1980 in respect of 33 cents along with a house situate therein only for a consideration of Rs.2,00,000/-. Hence, taking into consideration the sale price found therein, the consideration found under Ex.A1 agreement cannot be said to be low. Thus, the appellants were unable to adduce any evidence either direct or circumstantial to hold that Ex.A1 was not intended to be acted upon or it was only a loan transaction, though not recorded under Ex.A1. Thus, the lower Court only on proper appreciation of the entire evidence on record has recorded a correct finding that Ex.A1 agreement was true, valid and properly executed by the defendant, as put forth by the plaintiff, and the defendant was liable to perform his part of the contract by executing a sale deed in favour of the plaintiff as per the terms found therein. Therefore, the judgment and decree of the trial Court have got to be sustained."

12.According to the learned counsel, the Division Bench of this Court has held as above that where a loan transaction was pleaded, that plea has to be strictly proved. The Division Bench further held that once documents was validly executed and in the absence of contra evidence about the loan transaction pleaded by the defendants, the specific performance relief is liable to be granted.

13.The learned counsel would draw the attention of this Court to the decision rendered by this Court in 2009(6) CTC 301 (Mad) (T.G.Pongiannan Vs.K.M.Natarajan & anr.), particularly to paragraph 10 which reads as under:

> "10.The Defendants having entered into a registered Agreement to Sell with their wide open eye and voluntarily and volitionally, cannot expect the Court to assume and presume that the time granted in the Agreement to Sell was indicative of the fact that it was a loan transaction. It is not the case of the Defendants that fraud, coercion or undue influence and such like acts, as contemplated under the provisos to Section 92 of the Indian Evidence Act, were perpetrated by the Plaintiff as against the Defendants."

14.In this case, the learned judge has held that the Courts cannot assume or presume that the sale agreement was indicative of the fact that it was a loan transaction. In fact, the learned Judge in the above case has in extenso extracted the findings of the decision of the Division Bench Judgment as cited above (AIR 2003 M 305).

15.The learned counsel would hence rely on a decision of the Hon'ble Supreme Court rendered in (2019) 8 SCC 62 (R.Lakshmikantham Vs.Devaraji). He would particularly draw attention to paragraph 11, which is extracted hereunder:

> "11.The High Court order is not correct in stating that readiness and willingness cannot be inferred because the letters dated 18.12.2002 and 19.12.2002 had not been sent to the defendant. The

High Court also erred in holding that despite having the necessary funds, the plaintiff could not be said to be ready and willing. In the aforesaid circumstances, the High Court was also incorrect in putting a short delay in filing the suit against the plaintiff to state that he was not ready and willing. In India, it is well settled that the rule of equity that exists in England does not apply, and so long as a suit for specific performance is filed within the period of limitation, delay cannot be put against the plaintiff-See Mademsetty Satyanarayana V.G.Yelloji Rao (para 7) which reads as under:(AIR P.1409)

> "7.Mr.Lakshmaiah cited a long catena of English decisions to define the scope of a court's discretion. Before referring to them, it is necessary to know the fundamental difference between the two systems-English and Indian-qua the relief of specific performance. In England, the relief of specific performance pertains to the domain of equity; in India, to that of statutory law. In England there is no period of limitation for instituting a suit for the said relief and, therefore, mere delay-the time lag depending upon circumstances-may itself be sufficient to refuse the relief; but in India mere delay - the time lag depending upon circumstances - may itself be sufficient to refuse the relief; but, in India mere delay cannot be a ground for refusing the said relief, for the statute prescribes the period of limitation. If the suit is in time, delay is sanctioned by law; it is beyond time, the suit will be dismissed as barred by time; in either case, no question of equity arises."

16.The learned counsel would hence submit that the Hon'ble Supreme Court recently held that as long as a suit for specific performance is filed within the period of limitation, delay cannot be put against the suit plaintiff. The learned counsel would therefore submit that the delay which was cited by the Appellate Court for holding the case against the plaintiff was contrary to the law laid down by the Hon'ble Supreme Court and therefore, on this ground alone, the judgment and decree of the lower Appellate Court is liable to be defied.

17.The learned counsel would also rely upon the decision reported in (2015) 1 SCC 705 (Zarina Siddiqui Vs. A.Ramalingam alias R.Amarnathan). He would refer to paragraphs 33 and 34, which are extracted hereunder:

> "33.The equitable discretion to grant or not to grant a relief for specific performance also depends upon the conduct of the parties. The necessary ingredient has to be proved and established by the plaintiff so that discretion would be exercised judiciously in favour of the plaintiff. At the same time, if the defendant does not come with clean hands and suppresses material facts and evidence and misleads the Court then such discretion should not be exercised by refusing to grant specific performance.
>
> 34.In the instant case, as noticed above, although Defendant 2 held a registered power of attorney on behalf of Defendant 1 to sell and dispose of the property, but the defendants not only made a false statement on affidavit that the power of attorney had authorised the second defendant only to look after and manage the property but also withheld the said power of attorney from the court in order to misguide the court from the truth of the facts. Further, by registered agreement the defendants agreed to sell the suit premises after receiving advance consideration but they denied the existence of the agreement in their pleading. Such conduct of the defendants in our opinion, disentitles them to ask the court for exercising discretion in their favour by refusing to grant a decree for specific performance. Further, if a party to a lis does not disclose all material facts truly and fairly but states them in distorted manner and misleads the court, the court has inherent power to exercise its discretionary jurisdiction in order to prevent abuse of process of law."

18.The learned counsel would submit that this Court can exercise its power for grant of equitable relief on the basis of the pleadings and materials. In fact, the learned counsel also submitted that in 2018, there was an amendment to the Specific Relief Act, wherein discretion of the Courts was taken away under Sections 16 and 20 of the Act. He would therefore submit that once the document having been executed validly, and once the defendant failed to establish their counter claim that it was a loan transaction, the Court ought to be inclined to grant the prayer of specific relief to the plaintiff. In fact, he would also submit that merely because there was efflux of time and escalation of price of the property, the Court cannot deny the relief. In fact, he would once again referred to the decision of the Hon'ble Supreme Court in (2015) 1 SCC 705. The Hon'ble Supreme Court has held in paragraph 36 as under:

> "36.As held by this Court time and again, efflux of time and escalation of price of the property by itself cannot be a valid ground to deny the relief of specific performance. But the Court in its discretion may impose reasonable conditions including payment of additional amount to the vendor. It is equally well settled that the plaintiff is not to be denied specific performance only on account of phenomenal increase of price during the pendency of litigation."

19.The learned counsel would submit that the trial Court has correctly allowed the suit but unfortunately on the wrong understanding of the legal principle and wrong appreciation of the evidence, the lower Appellate Court has reversed the findings of the trial Court. Therefore, he would urge this Court to set aside the judgment and decree of the lower Appellate Court dated 31.07.2007 in A.S.No.135 of 2006.

20.Per contra, the learned counsel Mr.V.S.Kesavan, appearing for the respondents/defendants would submit that there was a considerable delay in filing the suit by the plaintiff and that would show there was no intention for execution of the sale. The learned counsel would submit that no prudent person will wait for three years to pay the balance amount of Rs.5,000/-, a meager amount. According to the learned counsel there was no need to give reply to the pre-suit legal notice when admittedly the balance amount was offered after expiry of 30 days and it was rightly refused by the defendants. The learned counsel in short supported the findings of the lower appellate Court.

21.At the conclusion of the arguments, the learned counsel for the respondents/defendants would plead that the schedule property was dwelling house wherein the defendants have been living for many years and he would implore this Court in the event of granting any relief to the appellant/plaintiff may grant other than the specific relief of sale of suit property. He would also submit that this Court can direct the defendants to return Rs.30,000/- received under A1-Agreement with reasonable interest for all these years, in case this Court is inclined to allow the second appeal. Any direction issued in this regard for enhanced payment would be complied with by the defendants as the defendants want to secure their only dwelling house.

22.Considered the submissions of the learned counsel for the appellant/plaintiff and the counsel for the respondents/defendants, perused the materials and the pleadings placed on record.

23.As rightly contended by the learned counsel for the appellant/plaintiff, the trial Court has given an extensive and clear finding favoring grant of relief to the plaintiff. The trial Court found that the willingness and readiness of the plaintiff to perform his part of the contract was established. The very fact that the pre-suit notice was issued by the plaintiff on 1996 by itself would establish his willingness and readiness. In fact, the trial Court has also found that the defendants themselves have admitted the financial capacity of the plaintiff. The arguments advanced on behalf of the respondents/defendants for not replying to the pre-suit notice by the defendants does not carry much conviction of this Court. In fact, as rightly contended by the learned counsel for the appellant/plaintiff, in the written statement, there was no specific denial of the averments contained in the plaint and therefore, the trial Court has rightly inferred against the defendants which naturally resulted in rendering a finding in favor of the plaintiff. When A1-Sale Agreement is a registered document any oral evidence must stand the test of judicial scrutiny in order to bring within the exceptions contemplated under Section 92 of Evidence Act.

24.In this case, as rightly held by the trial Court that the burden which was cast on the defendants in support of their plea of loan transaction was not discharged by them at all. Except D.W.1, who was defendant No.2, no other independent witness was examined in order to support the counter plea of loan transaction. Once the plea of loan transaction fails, automatically the registered sale agreement dated 10.11.1993, is to be enforced.

25.While so, this Court is unable to appreciate as to how the lower Appellate Court has found that the plaintiff was not ready and willing to perform his part of the contract. Such finding of the lower appellate Court is completely devoid of any supporting materials and in fact it was contrary to the materials produced by the plaintiff. Further the lower appellate Court's finding that the possession was not handed over in pursuance to A1-Agreement and therefore, there was no intention of sale was also not supported by any evidence. Moreover, the premise on which the lower appellate Court has reversed the findings of the trial Court viz., that the suit was laid belatedly was contrary to the legal principle laid down by the Hon'ble Supreme Court in 2019 (8) SCC 62, in paragraph 11 as extracted supra. Therefore, this Court is of the considered view that the lower Appellate Court has committed a fundamental error in understanding the legal principle and in which case this Court has no other option except to interfere with the judgment and decree passed by the lower Appellate Court. In all, this Court finds that the lower Appellate Court has misdirected itself by failing to appreciate the material evidence made available in proper perspective. But on its own, it has given a finding against the trial Court judgment which appears to be a not correct approach in dealing with the appeal suits.

26.As pleaded by the learned counsel for the defendants, lastly, this Court has to consider what relief could be granted to the plaintiff. As this Court is of the considered view that the appellant/plaintiff has made out a clear case for grant of relief. The learned counsel for the respondents/defendants would rely on a decision of the Hon'ble Supreme Court reported in 2017 (3) MWN(Civil) 105 (Jayakantham and others Vs. Abay Kumar) in order to persuade this Court to direct the defendants to return the money instead of enforcing specific performance in view of the fact that the defendants have been living in the suit scheduled property, which is a dwelling house of the defendants and by enforcing the specific performance, they would be dispossessed of the only property they have. In the above case, the Supreme Court has in fact directed enhanced payment in lieu of specific performance on consideration of the facts and circumstances of the case.

27.Mr.N.Manokaran, learned counsel for the appellant/plaintiff would submit that the plaintiff also had invested his hard earned money of Rs.30,000/- way back in 1993 and therefore by protecting the defendants interest, the interest of the plaintiff cannot be sacrificed.

28.On consideration of the pleas and submissions, this Court finds that both parties are evenly placed, meaning that both the plaintiff and the defendants are not having more than sufficient means in order to find a equitable solution to lis.

29.In consideration of the over all circumstances, this Court thinks that it is fair and appropriate that the defendants to be directed to pay a sum of Rs.3 Lakhs in all to the plaintiff, as the plaintiff had paid a sum of Rs.30,000/-(nearly 27 years ago) and the amount Rs.30,000/- was extremely valuable at that point of time. Therefore, it is imperative that the plaintiff needs to be compensated reasonably.

30.Therefore, the second appeal is allowed and the respondents/defendants are directed to pay Rs.3 Lakhs to the plaintiff within a period of three months from the date of receipt of copy of the judgment and in case of non-payment within the time stipulated, the amount shall carry the interest at the rate 9% per annum till the date of actual payment. The questions of law framed in the second appeal are answered accordingly. Connected miscellaneous petition is closed. No costs.

Sd/-
Assistant Registrar(CS-VI)

//True Copy//

Sub Assistant Registrar

rm/nsd

To

1.The Principal Subordinate Judge,
Erode.

2.The II Additional District Munsif,
Erode.

Copy to:
The Section Officer,
VR Section, High Court, Madras.

+1cc to Mr.N.Manokaran, Advocate SR.No.24532(25/08/2021)

S.A.No.1394 of 2007
and
M.P.No.1 of 2007

BS(CO)
CB(12/08/2021)