

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved Date : 27.11.2019

Pronounced Date : 19.05.2020

Coram:

THE HONOURABLE MR.JUSTICE P.RAJAMANICKAM

S.A.No.574 of 2005

T.S.Govindan ... Appellant/ Appellant/Plaintiff

Vs.

1.T.S.Ramasamy (died)

2.Balakrishnan

3.Uma Maheswari

4.Maragadam

(R2 to R4 are recorded as Legal heirs of the deceased R1 viz., T.S.Ramasamy vide order of court dated 12.09.2019 as per memo dated 12/09/2019)

... Respondents/ Respondents/ Defendants

PRAYER: Second Appeal filed under Section 100 of Code of Civil Procedure to set aside the judgment and decree of the Principal District Judge's Court, Coimbatore in AS.No.230 of 2003 dated 31.03.2004, confirming the judgment and decree of the II Additional District Munsif Court, Coimbatore in OS.No.1467 of 1982 dated 27.02.2003.

For Appellant : M/s.Mythili Suresh
for M/s.Sarvabhauman Associates

For Respondents : Mr.R.Bharath Kumar
for R2 to R4.

JUDGMENT

This Second Appeal has been filed by the plaintiff against the judgment and decree passed by the Principal District Judge, Coimbatore in AS.No.230 of 2003 dated 31.03.2004 confirming the judgment and decree passed by the II Additional District Munsif, Coimbatore in OS.No.1467 of 1982 dated 27.02.2003.

2. The appellant herein had filed a suit in OS.No.1467 of 1982 on the file of the II Additional District Munsif, Coimbatore for the relief of specific performance of the sale agreement dated 25.05.1981. The learned District Munsif by the judgment and decree dated 27.02.2003 had dismissed the said suit without costs. Aggrieved by the same, the plaintiff had filed an appeal in AS.No.230 of 2003 on the file of the

Principal District Judge, Coimbatore. The learned Principal District Judge by the Judgment and decree dated 31.03.2004 had dismissed the said appeal confirming the judgment and decree passed by the trial court. Feeling aggrieved the plaintiff has filed the present second appeal.

3. For the sake of convenience, the parties are referred to as described before the trial court.

4. The averments made in the plaint are in brief as follows:-

a) The suit property belongs to the first defendant having been allotted to his share. There were litigations in between the first defendant and his brother Ranganathan and hence he refused access to the land. Therefore, the first defendant decided to sell the suit property and invest the proceeds in the production business which the first defendant is carrying on or in the acquisition of another property. Hence on 25.05.1981, the first defendant as family manager entered into an agreement with the plaintiff to sell the suit property for a sum of Rs.14,500/- and received a sum of Rs.2000/- on the same day as a portion of the sale amount. The first defendant agreed to execute the sale deed in favour of the plaintiff within three months. The agreement was reduced to writing on the same date.

b) The plaintiff was always ready and willing to perform his part of contract and get the sale deed executed. In fact, the plaintiff had purchased the necessary stamp papers to execute a sale deed on 14.08.1981 and on the instructions of the first defendant that the sale deed would be executed on 17.08.1981. The first defendant informed the plaintiff that he will come to Sub-Registrar's Office on 19.08.1981 to execute the sale deed. Accordingly, the plaintiff was waiting with money and the sale deed but the first defendant did not come till 4.00 p.m., and hence on the same day, the plaintiff had sent a lawyer's notice calling upon the first defendant to execute the sale deed after receiving the balance amount. The first defendant had received the said notice on 21.06.1981 but he did not send any reply. The first defendant is evading to execute the sale deed. Though the first defendant is the step brother of the plaintiff, they were in very cordial terms till 17.08.1981. After issuing notice, the plaintiff met the first defendant and asked about the execution of the sale deed. The first defendant agreed to execute the sale deed after some time since his brother Ranganathan objected to the sale. He also informed that he will convince his brother and execute the sale deed. Believing his words, the plaintiff did not take any action immediately.

c) The plaintiff was therefore surprised when he received the injunction order and summons in OS.No.734 of 1981 on the file of the Sub- Court, Coimbatore. The said suit is a collusive one filed at the instigation of Ranganathan the brother of the first defendant to defeat the rights of the

plaintiff. The first defendant and other defendants are living together and the children are in the care and protection of the father. The agreement dated 25.05.1981 was entered by the first defendant as family manager and the same is for the benefit of the family and is binding on the second defendant. The plaintiff has been throughout and is even now ready and willing to perform the contract. The defendants are bound to honour the sale agreement, but they are evading to execute the sale deed. Hence, the suit.

5. The averments made in the written statement filed by the first defendant are in brief as follows:

a) The plaintiff has not set out the true and proper facts relating to the circumstances under which the agreement in question was entered into. The plaintiff pretended to be a well-wisher of the first defendant and Ranganathan and persuaded the first defendant to enter into an agreement under the guise of effecting a compromise. It is not correct to state that the first defendant is not having access to the property and therefore compelled to sell the lands. The plaintiff knew fully well that the property was joint family property and that the minors had interest in it. The plaintiff was also fully aware of the fact that the sale was not necessitated. There was no compelling circumstances to warrant sale. The family did not have any debts. However, the first defendant agreed to the proposal of the part of the plaintiff subject to the condition that the plaintiff should effectively tackle and satisfy the rights with reference to the minors which were handled by the wife of the first defendant on account of difference of opinion between the first defendant and his wife.

b) It is false to state that all the defendants are living under one roof and that the suit filed by the minors is a collusive one. Minors filed the suit to protect their interest. It is false to state that the plaintiff was ready and willing to perform his part of contract. It is also false to state that the first defendant informed the plaintiffs that he will come to the Sub-Registrar's Office on 19.08.1981 and accordingly, the plaintiff was waiting till 4.00 p.m., in the Sub-Registrar's Office. On the other hand, the plaintiff stated that he was negotiating with the wife of the first defendant to get her concurrence. He failed to do so. Similarly, the plaintiff failed to pay the money within the time stipulated. The plaintiff knew fully that he will not get any valid title if the sale is executed by the first defendant alone. The first defendant rightly declined to execute the sale on behalf of the two minors. There is no cause of action for filing the suit. Therefore, the first defendant prayed to dismiss the suit.

6. The averments made in the written statement filed by the defendants 2 to 4 are in brief as follows:

The defendants 2 to 4 do not admit that the first defendant purported to enter in to the alleged agreement with

the plaintiff, as family manager. The suit property is the ancestral property of the defendants. Under a registered partition deed dated 04.12.1963 executed between the first defendant, his brothers and their mother the first defendant was allotted the suit property. Hence, the second defendant became entitled to a share in the suit property on his birth. The suit property is dry land and can be sold as building sites for a good price, in case of necessity. But these defendants learnt that the plaintiff taking advantage of the vices and the fickle mindedness of the first defendant has secured the suit agreement. For the past two years, the first defendant has been leading a wayward and immoral life. He is not coming to the home. The said agreement is illegal and unenforceable against these defendants. These defendants, finding the first defendant's attitude have filed a suit in OS.No.734 of 1981 on the file of the I Additional Sub-Judge, Coimbatore for partition, injunction, maintenance and other reliefs to vindicate their rights. The present suit has been filed only as a counter blast to OS.No.734 of 1981. Therefore, the defendants 2 to 4 prayed to dismiss the suit.

7. Based on the aforesaid pleadings, the learned District Munsif had framed necessary issues and tried the suit. During trial, on the side of the plaintiff, the plaintiff examined himself as PW1 and marked Exs. A1 to A5 as exhibits. On the side of the defendants, the first defendant was examined as DW1 and one document was marked as Ex.B1.

8. The learned District Munsif, after considering the materials placed before him, found that the plaintiff failed to prove that the first defendant had signed in Ex.A1 sale agreement with an intention to sell the suit property. He further found that the plaintiff failed to prove that he has been always ready and willing to perform his part of contract. He also found that since the defendants 2 and 3 also got 2/3 share in the suit property, the first defendant is not entitled to sell the suit property to the plaintiff. Accordingly, he dismissed the suit with costs.

9. Aggrieved by the dismissal of his suit, the plaintiff had filed an appeal in AS.No.230 of 2003 on the file of the Principal District Judge, Coimbatore. The learned Principal District Judge, had dismissed the said appeal with costs and thereby confirmed the judgment and decree passed by the trial court. Feeling aggrieved, the plaintiff had filed the present second appeal.

10. This court at the time of admitting the second appeal has formulated the following substantial questions of law:-

“(i) When this court had categorically held in the suit for partition filed by the respondents 2 and 3 that Ex.A1, sale agreement is valid in respect of the share of the first respondent,

whether courts below are justified in law in not granting specific performance even with respect to the same, in contravention of the provisions of Section 12(3) of the Specific Relief Act, 1963?".

(ii) When Ex.A1 sale agreement is not disputed, whether the courts below are justified in rejecting the same?"

11. During pendency of the second appeal, the first respondent/ first defendant died. As per the memo filed by the learned counsel for the appellant, the respondents 2 to 4 were recognized as legal representatives of the first respondent.

12. Heard Ms.Mythili Suresh for M/s.Sarvabhauman Associates, the learned counsel for the appellant/plaintiff and Mr.R.Bharathkumar, the learned counsel for the respondents 2 to 4.

13. The substantial questions of law (i) and (ii):-

The learned counsel for the appellant/plaintiff has submitted that the courts below have failed to consider the pleadings and evidence in proper perspective, which has led to miscarriage of justice. She further submitted that the courts below ought to have granted decree for specific performance at least with respect to the share of the first defendant as declared by this court in S.A.No.1291 of 1985. She further submitted that the courts below ought to have considered the provisions of Section 12 (3) of the Specific Relief Act, 1963. The courts below failed to consider that the plaintiff has proved his readiness and willingness to perform his part of the contract by oral and documentary evidence and therefore, she prayed to allow the second appeal and set aside the judgments and decrees of the courts below and decree the suit as prayed for.

14. The learned counsel for the appellants/plaintiffs in support of her contentions relied upon a Full Bench decision of this court in Baluswami Aiyai Vs. Lakshmana Aiyar and three others, 1921 SCC Online Mad 43 AIR 1921 Mad 172 (FB).

15. Per contra, the learned counsel for the respondents 2 to 4 submitted that both the courts below concurrently held that there was no family necessity or legal necessity for the first defendant to enter into Ex.A1 sale agreement in respect of the undivided joint family property including the shares of the minor defendants 2 and 3. He further submitted that the first appellate court after taking into consideration of the submissions made on behalf of the plaintiff, has rightly held that the plaintiff cannot invoke Section 12(3) of the Specific Relief Act, 1963. He further submitted that both the courts below concurrently held that the first defendant did not sign in the agreement with an intention to sell the suit property.

He further submitted that both the courts below concurrently found that the plaintiff failed to prove his readiness and willingness to perform his part of contract 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 respondents 2 to 4 relied upon the following decisions:

1) Dagadabai (Dead) by legal representatives Vs. Abbas alias Gulab Rustum Pinjari (2017) 13 SCC 705;

2) Manjunath Anandappa URF Shivappa Hanasi Vs. Tammanasa and others (2003) 10 SCC 390;

3) Duraisamy and others Vs. N. Ethirajulu and others (2003) 1 MLJ 369;

4) Shankar Singh Vs. Narinder Singh and Others (2014) 16 SCC 662.

17. The undisputed facts are as follows:

The first defendant is a step brother of the plaintiff born through the second wife of the plaintiff's father. The defendants 2 and 3 are the children and fourth defendant is the wife of the first defendant. On 25.05.1981, the first defendant entered into an agreement with the plaintiff to sell the suit property for a sum of Rs.14,500/- and received a sum of Rs.2000/- as advance. Further, it was agreed that the sale transaction shall be completed within three months. The said agreement was reduced to writing and the same has been marked as Ex.A1. Subsequently the children of the first defendant viz., the defendants 2 and 3 had filed a suit for partition and other reliefs in OS.No.734 of 1981 on the file of the II Additional Sub-Court, Coimbatore. The trial court had dismissed the said suit. As against the same, the plaintiffs therein (defendants 2 and 3 herein) had filed an appeal in AS.No.196 of 1981 on the file of the Principal District Judge, Coimbatore. The learned Principal District Judge had allowed the said Appeal and passed a preliminary decree holding that the second defendant herein is entitled to $\frac{1}{2}$ share in the suit property. Aggrieved by the same, the plaintiff herein had filed a second appeal before this court in SA.No.1291 of 1985.

18. A copy of the judgment passed by this court in SA.No.1291 of 1985 dated 17.08.1998 has been marked as Ex.B1. A perusal of the said judgment (Ex.B1) shows that this court has held that the suit property is a joint family property in which the first defendant and his children viz., the defendants 2 and 3 herein are each entitled to $\frac{1}{3}$ share. Further, this court has held that the first defendant has not justified the sale agreement, on any ground, that it is for the benefit of the minors or necessity or for discharge of the debts. Accordingly, this court has held that the sale agreement relied upon by the second defendant therein (plaintiff herein) is only binding upon the share of the first

defendant and not valid to the extent of the plaintiffs' shares therein (defendants 2 and 3 herein).

19. Challenging the judgment and decree passed by this court in SA.No.1291 of 1985, neither the plaintiff herein nor the first defendant had filed any SLP before the Hon'ble Supreme Court. Hence, the judgment and decree passed by this court in SA.No.1291 of 1985 has become final. In view of the aforesaid judgment, it appears that the plaintiff has not restricted his claim in respect of the first defendant's share alone i.e., 1/3 share in the suit property and relinquished his claim in respect of the 2/3 shares of the defendants 2 and 3 by invoking the provisions of Section 12(3) Specific Relief Act, 1963. However, a perusal of the First Appellate Court's judgment shows that during course of argument, the learned counsel for the plaintiff has submitted that in view of the judgment passed by this court in SA.No.1291 of 1985, the plaintiff is restricting his claim only with regard to the first defendant's 1/3 share alone in the suit property. In this second appeal also, the learned counsel for the plaintiff pressed to grant decree only in respect of the first defendant's share i.e., 1/3 share in the suit property. She has not pressed any relief in respect of the shares of the defendants 2 and 3.

20. At this juncture, it would be relevant to refer a decision in Surinder Singh Vs. Kapoor Singh (dead) through LRs and others (2005) 5 SCC 142 wherein a three Judges Bench of the Hon'ble Supreme Court, while dealing with the scope of Section 12(3) of the Specific Relief Act, has held as follows:

"Section 12(3) of the Act is a beneficial provision so far as the purchasers are concerned. In the instant case, in view of the findings of fact arrived at by the High Court, the decree for specific performance of contract in respect of the entire suit land could not have been granted as the Appellant herein was not authorized by his sister to enter into the agreement for sale. The relinquishment of claim as contemplated under Section 12(3) (ii) of the Act as regard performance of the remaining part of the contract and all rights to compensation need not specifically be pleaded and can be made at any stage of the litigation. Such a plea can also be raised at the appellate stage. Delay by itself, it is trite, may not stand in the way of the plaintiff from claiming the relief unless the defendant establishes prejudice".

21. From the aforesaid decision, it is clear that the relinquishment of claim as contemplated under Section 12(3) (ii) of the Specific Relief Act, 1963 as regard performance of the remaining part of the contract need not specifically be pleaded and can be made at any stage of the litigation. Such a

plea can also be raised even at the appellate stage. Delay by itself may not stand in the way of the plaintiff from claiming the relief unless the defendant establishes prejudice.

22. In the present case, at the time of disposing of the first appeal, the first defendant was alive. When submission was made before the first appellate court, on behalf of the plaintiff, with regard to the relinquishment of the 2/3 shares of the defendants 2 and 3, the first defendant has not pleaded that because of the delay a prejudice has been caused to him. During pendency of this second appeal, the first defendant died and that the respondents 2 to 4/defendants 2 to 4 were recognized as his legal representatives. They also not able to say about what is the prejudice caused to them on account of the delay caused in relinquishing 2/3 share of the defendants 2 and 3. Therefore, this court is of the view that the first appellate court erred in not giving the benefits under Section 12(3) of the Specific Relief Act, 1963 to the plaintiff.

23. It is to be pointed out that in the written statement, the first defendant has not denied the execution of Ex.A1 sale agreement and receipt of advance of Rs.2000/- But in his evidence, he has taken a stand that only for the purpose of solving the issues between himself and his wife, the plaintiff had obtained signatures in blank stamp papers, but only after receipt of Ex.A3 notice, he came to know that the plaintiff has created a sale agreement with the help of his signatures which were obtained in blank stamp papers. But it is pertinent to note that he did not send any reply to Ex.A3 notice. In this case, as already pointed out, the first defendant in his written statement has not denied the execution of Ex.A1 sale agreement. On the contrary, he has admitted in his written statement, execution of Ex.A1 sale agreement. Further, a perusal of Ex.B1 (A copy of the judgment passed in SA.No.1291 of 1985) shows that in the partition suit filed by the defendants 2 and 3 herein, the first defendant herein had specifically admitted that he entered sale agreement wit the plaintiff herein only for meeting the family expenses and that the proposed sale is only for the benefit of the minors. Therefore, the first defendant cannot adduce evidence against his pleadings.

24. In Dagadabai (dead) by legal representatives Vs. Abbas Alias Gulab Rustum Pinjari (cited supra), the Hon'ble Supreme Court in para-13 has observed as follows:-

"13. First, when the Trial Court and the First Appellate Court concurrently decreed the plaintiff's suit by recording all the findings of facts against the defendant enumerated above, then, in our opinion, such findings of facts were binding on the High Court. 16) It is also for additional reasons that the findings were neither

against the pleadings nor evidence and nor against any provisions of law. They were also not perverse on facts to the extent that no average judicial person could ever record. In this view of the matter, we are of the opinion that the second appeal did not involve any question of law much less substantial question of law within the meaning of Section 100 of the Code to enable the High Court to admit the appeal on any such question much less answer it in favour of the defendant. "

25. From the aforesaid decision, it is clear that if the trial court and the first appellate court concurrently recorded the findings on facts, such findings of facts will bind on the High Court. It is also clear that if the said findings were against the pleadings or evidence, or against any provisions of law, a substantial question of law will arise and High Court can interfere under Section 100 of CPC. In this case, as already pointed out that both the courts below failed to consider that the first defendant had adduced evidence totally contrary to his pleadings. Further, the first appellate court failed to invoke the provisions of Section 12 (3) of the Specific Relief Act, 1963. Therefore, this court is of the view that substantial questions of law are involved in this case, warranting this court to interfere with the findings of the courts below.

26. In Manjunath Anandappa URF Shivappa Hanasi Vs. Tammanasa and others (cited supra), the plaintiff in his plaint did not made any averment as regards his readiness and willingness to perform his part of the contract as is mandatorily required in terms of Section 16(c) of the Specific Relief Act, 1963. Further, in that case, though the plaintiff claimed that he had sent a notice calling upon the first defendant to execute a sale deed, the evidence on record would show that the first defendant did not receive any such notice. Taking into consideration of the aforesaid facts, the Hon'ble Supreme Court has held that the plaintiff is not entitled for the relief of specific performance. But in the case on hand, the plaintiff has specifically averred in his plaint that he has been always ready and willing to perform his part of contract. He also deposed in his evidence to that effect. Further, Ex.A2 shows that on 17.08.1981 itself, the plaintiff had prepared a sale deed also. Further, according to the plaintiff, since after preparing sale deed, the first defendant not turned up for signing in the said sale deed, he had sent a lawyer's notice on 19.08.1981 (Ex.A3) expressing his readiness and willingness to perform his part of contract and calling upon the first defendant to come and sign in the sale deed after receipt of the balance sale consideration. Ex.A4 (postal acknowledgment) shows that the first defendant had received the said notice, but he did not send any reply

denying the averments made in the Ex.A3 notice. That itself shows that first defendant has not disputed the contention of the plaintiff that he has been always ready and willing to perform his part of contract. Therefore the aforesaid decision will not help the defendants.

27. In *Duraisamy and others Vs.N. Ethirajulu and others* (cited supra), a Division Bench of this court in para-28 has observed as follows:

"28. Needless to say that specific performance is an equitable relief. Merely because the relief is available in law, it need not be granted. Before exercising the discretion, the Court must take into account all the circumstances attendant on the instrument to find out the truth or otherwise. The said discretion has to be exercised on a sound and reasonable principle. While doing so, the Court should look into the conduct of the parties, the circumstances under which the contract was entered into and whether it would give the person an unfair advantage over the opposite party. Apart from the above, the Court should also consider whether the contract was fair and equitable before granting the relief. Whenever there is a conflict between the pleadings and the evidence, the Court should refuse the relief of specific performance. In the absence of clear evidence and proof of the agreement, it is clear that the Court cannot grant the discretionary relief of specific performance and that too when the plaintiff has come forward seeking the relief with unclean hands. "

28. In this case, there is no conflict between the pleadings and evidence adduced by the plaintiff. On the contrary, it was the first defendant who let in evidence against his pleadings. Further there is no evidence before the court, that the plaintiff has come forward seeking the relief with unclean hands. Therefore, the aforesaid decision also will not help the respondents/defendants.

29. In *Shankar Singh Vs. Narinder Singh and Others* (cited supra), two properties involved. One is a land and another one is a house property. In the agreement it was not specifically mentioned about the price of the land. Further, the defendant therein not at all having any share in the house property. Taking into consideration of the peculiar facts and circumstances, of that case, the Hon'ble Supreme Court held that inspite of the offer of relinquishment made by the plaintiffs therein, the specific performance of the agreement cannot be granted. But in this case, the facts are totally different. Hence, the aforesaid decision also will not help the respondents/defendants.

30. In Baluswami Aiyar Vs. Lakshmana Aiyar and three others (cited supra), a Full Bench of this court held that the managing member of a joint Hindu Family, who, for purposes not binding upon the other co-parceners and without their concurrence, agrees to convey a specific item of joint family property, cannot "perform" his contract in his entirety and the case falls within the provisions of Section 15 of the Old Specific Relief Act. Further, it held that the purchasers in such a case cannot enforce specific performance of the entire contract, but courts will grant specific performance by a conveyance of the share which the vendor had in the property at the date of the contract, if the purchaser elects to pay the entire consideration, and the share should be specified in the decree.

31. In P.C. Varghese Vs. Devaki Ammal Balambika Devi and others (2005) 8 SCC 486 in para-23 the Hon'ble Supreme Court observed as follows:

"We may notice that under the old Specific Relief Act, the Plaintiff was not only required to relinquish his claim of specific contract as regard that part of the contract which cannot be performed but also was required to pay the entire amount of consideration; whereas in terms of Section 12(3) of the new Specific Relief Act, 1963 he is now required to pay the amount of consideration proportionately."

32. From the aforesaid decision of the Hon'ble Supreme Court, it is clear that in terms of Section 12(3) of the new Specific Relief Act, 1963 now, the plaintiff is required to pay the amount of consideration proportionately.

33. In this case, as already pointed out that the plaintiff has relinquished his claim with regard to 2/3 share of the defendants 2 and 3 and he is pressing only 1/3 share of the first defendant. In terms of Section 12(3) of the new Specific Relief Act, 1963, he is entitled to get decree for specific performance with regard to the 1/3 share of the first defendant in the suit property on payment of proportionate amount of consideration. Since the respondents 2 to 4/defendants 2 to 4 have been enjoying the income of the suit property for all these years, they cannot plead any hardship for performing the part of the contract with regard to the share of the first defendant. The courts below without considering the aforesaid facts in a proper perspective erroneously rejected the entire claim of the plaintiff and hence the judgments and decrees passed by the courts below are liable to be set aside. Accordingly, the substantial questions of law answered in favour of the appellant/plaintiff.

34. In the result, the second appeal is allowed. The judgments and decrees passed by the trial court and also the first appellate court are set aside. The suit is decreed as follows:-

1) that the plaintiff is directed to deposit 1/3 amount of sale consideration i.e., Rs.14,500/- % 3 =Rs.4,835/- less Rs.2000/- (the advance amount already paid) = Rs.2,835/- before the trial court within two months from the date of receipt of copy of this judgment;

2) that on such deposit, the defendants 2 to 4 are directed to receive the said amount and execute a sale deed in favour of the plaintiff in respect of 1/3 share of the first defendant in the suit property within three months thereafter failing which the plaintiff is entitled to get the execution of the sale deed through court;

3) that since already the first defendant's share was declared in the partition suit filed by the defendants 2 and 3 herein in OS.No.734 of 1981 on the file of the II Additional Sub-Judge, Coimbatore, the plaintiff herein need not file a separate suit for partition. After getting sale deed, the plaintiff can step in to the shoes of the first defendant and file a final decree application in that suit and get separate possession of 1/3 share of the first defendant on payment of court fee, if any; and

4) that considering the facts and circumstances of the case, the parties are directed to bear their respective costs throughout.

Sd/-
Assistant Registrar(CS III)

//True Copy//सत्यमेव जयते

Sub Assistant Registrar

gv
To

1.The Principal District Judge,
Coimbatore.

2. The II Additional District Munsif,
Coimbatore.

Copy to:

The Section Officer,

VR Section, High Court, Madras.

S.A.No.574 of 2005

A.SK(20.01.2021)

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