

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	Delivered on
25~03~2022	24~06~2022

CORAM:

THE HONOURABLE MRS. JUSTICE S. KANNAMMAL

A.S.No.766 of 2014
and C.M.P.No.3971 of 2022

1. M/s.Mathi Enterprises,
Rep. By its Proprietrix M. Alli,
Block No.4, Plot No.1, 3rd Main Road,
Kaviarasu Kannadasan Nagar,
Kodungaiyur,
Chennai - 600 118.

2. Mrs.Alli ...Appellants/Defendants

Versus

Diobyendu Choudhery,
Representing by its Proprietor,
M/s.Deccan Metal Industries,
No.425, 4th Link Road,
5th Main Road, MKB Nagar,
Chennai - 600 039.

...Respondent/Plaintiff

Appeal Suit is filed under Section 96 of the Civil Procedure Code against the judgment and decree dated 12.08.2014 made in O.S.No.5387 of 2011 on the file of XV Additional District Judge, Chennai.

For Appellants : Mr.V.Raghavachari,
for Mr.K.Sellathurai

For Respondent : Mr.AR.L.Sundaresan,
Senior Advocate
for Mr.V.Giri Shankar

JUDGMENT

The defendants in O.S. No. 5387 of 2011 on the file of XV Additional District Judge, Chennai have come forward with the Appeal suit.

2. It is the case of the plaintiff that he is doing business in the name and style M/s.Deccan Metal Industries. The suit property originally belongs to Tamil Nadu Housing Board and the first defendant was a successful purchaser in an open allotment. As per rental agreement dated 01.10.2003, the

plaintiff occupied the suit property which is measuring about 5219 sq.ft for rent. The defendants have been in absolute possession and enjoyment of the property from the date of purchase. According to the plaintiff, the second defendant borrowed a sum of Rs.7,00,000/- as loan from the Tamil Nadu Industrial Investment Corporation Limited (hereinafter referred to as TIIC) for the purpose of improving his business and the defendants mortgaged the suit property in favour of TIIC. As the defendants suffered heavy loss in their business, they could not repay the monthly installments to TIIC and committed breach of payment, as per the terms of mortgage, Therefore, TIIC issued a notice calling upon the defendants to pay the outstanding dues. The defendants out of necessity decided to sell the property and the plaintiff has come forward to purchase the entire property for a total sale consideration of Rs.24,27,000/-. To that effect, a sale agreement was entered on 07.03.2005, agreeing that the plaintiff should clear the entire mortgage amount due to TIIC Ltd., and to settle the balance sum of Rs.6,50,000/- to the second defendant. Accordingly, the plaintiff paid a sum of Rs.5,50,000/- by way of demand draft and Rs.5,42,065/- by way of cheque to TIIC Ltd., and another sum of Rs.6,50,000/- by way of cheque and the rental advance of Rs.1,50,000/- was agreed to be adjusted in the sale consideration by the defendants. A sum of Rs.5,34,935/- is to be paid by the plaintiff at the time of registration. In the month of May 2005 the plaintiff called upon the defendants twice to receive the balance sale consideration and to execute the sale deed. As the defendants have been evading to complete the contract, the plaintiff issued a legal notice to the 2nd defendant representing the first defendant on 25.04.2005 calling upon the defendants to execute the sale deed on receiving the balance sale consideration. The notice was duly received by the 2nd defendant on behalf of the first defendant also. In spite of notice issued by the plaintiff to TIIC Ltd, dated 08.04.2005 requesting to hand over the original documents with the plaintiff, the authorities of TIIC sent a reply dated 18.04.2005 stating that the original documents were already handed over to the defendants on 28.03.2005. Then the plaintiff came to understand that the defendants are attempting to alienate the suit property to third parties and therefore the plaintiff effected paper publication in Tamil Daily Malaimalar dated 02.06.2005. Thereafter the 2nd defendant with her husband and rowdy elements trespassed into the suit property and assaulted the lady manager, in the absence of the plaintiff, for which a complaint was registered in Kodungaiyur Police Station. In those circumstances, the suit was filed to direct the defendants to execute the sale deed in favour of the plaintiff on receiving the balance sale consideration of Rs.5,34,935/- or in the alternative directing the defendants to pay a sum of Rs.18,92,065/- together with interest at 18% per annum from the date of plaint till date of realization and consequently to grant permanent injunction, restraining the defendants from alienating the suit property.

3. The suit was resisted by the defendants contending that there was no sale transaction took place between the plaintiff and defendants in respect of the suit property. It is the case of the defendants that the defendants are the absolute owners of the suit property and the plaintiff is a tenant under the defendants. The 2nd defendant borrowed some amounts as loan from the plaintiff for the purpose of discharging mortgage debts due to TIIC. The defendants have no intention to sell the suit property to the plaintiff or to any third party. The averments that the defendants suffered heavy loss in their business, TIIC authorities brought the suit property for auction sale are false. The plaintiff is no way connected with the transaction between the TIIC and the defendants. The plaintiff represented to the 2nd defendant of his intention to get back the amount which was utilized to discharge the mortgage in lieu of agreement of choice, but imposed a condition orally to continue in the demised premises as tenant till the period of 12 years. In such situation the plaintiff induced the 2nd defendant to sign in the blank documents and other papers but not with an intention to sell the property. The defendants approached the plaintiff and borrowed a loan of Rs.17,42,065/- only to discharge the mortgage loan to the TIIC Ltd., At the same time for paying the loan amount, the plaintiff demanded to sign in the blank documents and papers from the defendants only for security purpose. On believing his words, the defendants have signed in blank documents and papers. The alleged sale agreement, dated 07.03.2005 is sham and nominal and unenforceable contract. After receiving the notice sent by the plaintiff, the defendants approached the plaintiff and informed him that they are ready to pay the loan amount with interest. The plaintiff also agreed to cancel the sale agreement, dated 07.03.2005 after the receipt of the said amount. Hence, the defendants did not given any reply for the said legal notice. The 2nd defendant's husband went for collecting the rent from the plaintiff, but he instigated his workers to abuse the defendants with filthy language and gave a false complaint against the defendants before the Central Crime Branch, Egmore. There is no cause of action to file this suit and hence prayed for dismissal of the suit.

4. The 2nd defendant filed additional written statement which was adopted by the first defendant, wherein it has been stated that the plaintiff has amended the prayer without paying proper Court fee under Section 29 of the Tamil Nadu Court Fees and Suits Valuation Act. For seeking several reliefs, proper Court fee to be paid for each prayer.

5. The plaintiff also filed Reply statement, denying the allegations made in the written statement and additional written statement and it has been stated that the plaintiff never received any signed blank stamp papers from the 2nd defendant. The defendants have come forward and openly expressed that if the plaintiff come forward to pay extra amount, the defendants are willing to execute the sale deed before the Inspector of Police, Central Crime Branch and also

before the Lok Adalat Court at Egmore. The main relief sought for, has been properly stamped and necessary Court fee paid in full and the prayer that has been sought in the amended plaint is only a consequential prayer and therefore no separate Court fee could be levied.

6. On the above pleadings, the trial Court framed the following issues:

1. Whether the alleged sale agreement, dated 07.03.2005 is true, valid and enforceable under law?
2. Whether the plaintiff is entitled to relief of specific performance of the contract of Sale?
3. Whether the defendant had borrowed the amount as loan from the plaintiff and executed the agreement dated 07.03.2005, in lieu of security for the loan amount?
4. Whether the plaintiff is entitled to the relief of permanent injunction?
5. What other relief the parties are entitled to?

7. The following additional issue was also framed by the trial Court on 04.08.2014

Whether the plaintiff has paid proper Court fee for the prayer "A?"

8. At trial, the plaintiff examined himself as PW1 and Exs.A1 to A25 were marked on his side. On the side of the defendants, the 2nd defendant was examined as DW1 and one Manimuthu, the husband of the 2nd defendant was examined as DW2 and Exs.B1 to B7 were marked.

9. Upon consideration of the oral and documentary evidence, the trial Court decreed the suit, directing the defendants to execute the sale deed in favour of the plaintiff within a period of two months on receiving the balance sale consideration of Rs.5,34,935/-. Further the trial Court granted a decree of permanent injunction restraining the defendants and their men in any way interfering with the peaceful possession and enjoyment of the plaintiff in the suit schedule property and directing the defendants not to alienate the suit property as prayed for. Aggrieved, the defendants have come up with this present appeal.

10. Mr.V.Raghavachari, learned counsel for the appellant/defendants submitted that the trial Court failed to consider the fact that Ex.A1 the alleged sale agreement dated 07.03.2005 is sham and nominal and not an enforceable contract. The appellants borrowed loan from the respondent to discharge the mortgage debts due to the TIIC and at the insistence of the respondent to execute the alleged sale agreement dated 07.03.2005 in lieu of security they have executed Ex.A1. The appellants have no intention to sell the suit property either to the respondent or to any 3rd party. On the date of Ex.A1, the market price of the suit property was of higher value. Whereas, as per Ex.A1, total sale consideration was fixed at a meager

sum of Rs.24,27,000/- for a property having an extent of 5,219 sq.ft. The trial Court failed to consider Ex.B1 dated 09.07.2009 and the proof affidavit of plaintiff where there is lot of contradictions in the proof affidavit. The respondent has not come to the Court with clean hands but with a malafide intention, hence, the trial Court ought to have dismissed the suit. The respondent came with the false case regarding the delivery of possession. The trial Court has considered Ex.B2 the final report filed by the Sub-Inspector of Police and there is no necessity to give importance for the criminal proceedings. The Trial court has given much credence to Exs.A14 to A18 and Exs.A22 to A24. Ex.A18-FIR and Ex.A22-certified copy of anticipatory bail application are no way related to the suit for specific performance. The trial Court has erroneously decreed the suit for injunction restraining the appellants from disturbing the possession for the entire suit property. The possession of the respondent was recognized by this Court and Supreme Court as a tenant in respect of a portion of the suit property and not on the entire suit property and the judgment of the Court below is perverse and deserves to be interfered by this Court and the appeal is to be allowed.

11. Per Contra, Mr.AR.L.Sundaresan, learned Senior Advocate for the respondent/plaintiff made the following submissions:

(i) The 1st appellant is the absolute owner of the suit property and the respondent occupied the suit property as a tenant as per rental agreement dated 01.10.2003. The 2nd appellant borrowed a sum of Rs.7,00,000/- as loan from the TIIC for the purpose of improving his business and the appellants mortgaged the suit property in favour of TIIC. As the appellants suffered heavy loss in their business, they could not repay the monthly installments and TIIC issued notice calling upon the appellants to pay the outstanding dues. The appellants out of necessity decided to sell the property and on 07.03.2005 sale agreement was entered between the appellants and the respondent. The respondent paid a sum of Rs.5,50,000/- by way of demand draft and Rs.5,42,065/- by way of cheque to TIIC Ltd., and another a sum of Rs.6,50,000/- to the 1st appellant by way of cheque. It was agreed the rental advance of Rs.1,50,000/- to be adjusted in the sale consideration by the appellants and the balance consideration of Rs.5,34,935/- is to be paid by the respondent at the time of registration. Having received 3/4th of the sale consideration of Rs.24,27,000/-, the appellants were evading to accomplish the contract which made the respondent to cause legal notice on 08.04.2005 calling upon the appellants to execute the sale deed on receiving the balance sale consideration. When a notice was sent to TIIC Ltd., to hand over the original documents the authority sent a reply stating that the original

documents were already handed over to appellants/defendants on 28.03.2005. The appellants were attempting to alienate the suit property to 3rd parties, hence, the respondent effected paper publication dated 02.06.2005 in Tamil Daily Malai Malar. The 2nd appellant with her husband and rowdy elements trespassed into the suit property and assaulted the lady manager in the absence of the respondent for which a complaint was registered in Kodungaiyur Police Station. Having received the huge amount in order to extract enhanced amount, the 2nd appellant made a false claim that her signatures were obtained in blank paper. Whereas, she herself had admitted that only after reading the contents of the agreement she had affixed her signature. This itself proves the contact of the appellant and the non-willingness to perform the contract, but to evade from the contract. The respondent is always ready and willing to perform his part of the agreement and get the sale deed executed in his favour. The trial Court by considering all the above aspects has rightly decreed the suit in favour of the plaintiff and prayed for dismissal of this appeal.

12. Heard the learned counsel on either side and also perused the entire materials available on record.

13. Though the learned counsel on either side before this Court have placed much emphasis on the validity or otherwise of the sale agreement dated 07.03.2005, this Court being an appellate Court, has to render an independent finding on all aspects based on oral and documentary evidence on record.

14. Therefore, based on the rival submissions and pleadings the points arising for consideration are;

1. Whether the sale agreement dated 07.03.2005 (Ex.A1) is true and valid?
2. Whether the defendant had borrowed the amount as loan from the plaintiff and executed the agreement dated 07.03.2005 in lieu of security for the loan amount?
3. Whether the plaintiff was ready and willing to perform his part of the contract?
4. Whether the plaintiff is entitled to the reliefs of specific performance and injunction ?
5. To what other relief the plaintiff is entitled to?

Point Nos.1 and 2 :

1. "Whether the sale agreement dated 07.03.2005 (Ex.A1) is true and valid?
2. Whether the defendant had borrowed the amount as loan from the plaintiff and executed the agreement dated 07.03.2005 in lieu of security for the loan amount?"

15. There is no dispute with regard to the facts that the plaintiff is doing business in the name and style of "M/s.Deccan Metal Industries" and entered a rental agreement with the 2nd defendant regarding a portion of this suit schedule property on 01.10.2003. The 2nd defendant purchased the property from Tamil Nadu Housing Board by virtue of a sale deed dated 22.01.1993 as per Ex.A21. It is also not disputed that the 2nd defendant had borrowed loan from TIIC Ltd., and executed a registered mortgage deed regarding the suit property and when the defendants committed default in payment of monthly installment. TIIC Ltd., issued notice to the defendants to pay the outstanding dues. It is the case of the plaintiff that, in spite of the notice, the defendants were unable to discharge the debts and hence, they approached the plaintiff and express their willingness to sell the suit property to discharge their debt to the TIIC Ltd. The plaintiff also agreed to purchase the entire suit property for a total sale consideration of Rs.24,27,000/- and sale agreement was entered into between the plaintiff and the defendants on 07.03.2005. The plaintiff agreed to clear the entire mortgage amount due to the TIIC Ltd, and accordingly, the plaintiff paid a sum of Rs.5,50,000/- by way of demand draft dated 07.03.2005 drawn on Jammu & Kashmir Bank Ltd., Parry's Branch and the xerox copy of the demand draft was marked as Ex.A2. The plaintiff has also issued a cheque for Rs.5,42,065/- dated 21.03.2005 drawn on the same bank and the receipt of the cheque is also acknowledged by the 2nd defendant in Ex.A1-sale agreement. The plaintiff had paid a further sum of Rs.6,50,000/- to the defendants by way of cheque and the xerox copy of the cheque has been marked as Ex.A3.

16. The defendants admit their liability to the extent of Rs.17,42,065/- with interest but deny the execution of sale agreement-Ex.A1 dated 07.03.2005. According to the defendants, they approached the plaintiff and borrowed a loan of Rs.17,42,065/- only to discharge the mortgage loan to the TIIC with an assurance to repay the loan after some months. On the side of the defendants, it was contended that at the time of paying the loan amount, the plaintiff demanded to sign in blank document and papers from the defendants for the said amount only for security purpose and agreed to get back the papers after repaying the loan amount. Hence, believing the words of plaintiff the defendants signed in the blank documents and papers and there was no sale transaction between the plaintiff and the defendants in respect of the suit property. It is contended on the side of the defendants that the suit property is worth more than a crore and the plaintiff is trying to grab the suit property for a very meager price. The defendants are not bound to execute the sale deed in favour of the plaintiff.

17. It is also the case of the defendant that the plaintiff has not approached the Court with clean hands and the plaintiff has falsely stated that the rental advance of Rs.1,50,000/- was agreed to be adjusted in the sale consideration by the defendants. Whereas nothing was mentioned in the alleged Ex.A1-sale agreement towards adjustment of

rental advance. It is also not mentioned in the alleged Ex.A1-sale agreement that the properties were given possession to the plaintiff as part performance of the contract. It is contended that it is absolutely false that the plaintiff was permitted by the defendants to continue his possession as part performance of the contract. It is pointed out on the side of the defendants this Hon'ble Court in C.R.P.No.2867 of 2010 directed the plaintiff to deposit the arrears of rent holding him as tenant and the order passed in C.R.P.No.2867 of 2010 was confirmed by the Hon'ble Supreme Court in a special Leave petition No.32243 of 2011 and sought for setting aside the judgment and decree of the trial Court.

18. On a careful perusal of the Ex.A1-the sale agreement dated 07.03.2005 the plaintiff and the 2nd defendant affixed their signatures in each page as noted by the trial Court in Page No.4 in Paragraph No.2. In Ex.A1 some entries were made by Ink pen and both the plaintiff and the defendants have made their signatures vertically other than their signatures at the bottom. If the 2nd defendant had signed in blank papers as alleged it would not be possible to put her signature vertically for the entires made in ink pen. The 2nd defendant who is proprietrix of 1st defendant having signed in Ex.A1 had stoutly denied the execution of A1 with the contention that her signatures were obtained in blank document and papers. Whereas, the 2nd defendant who was examined as D.W.1 in her cross-examination dated 09.01.2013 has deposed as follows:-

“வா.சா.1 ல் உள்ள கையெழுத்து என்னுடையது தான். அவ்வாறு ஒரு ஒப்பந்தம் போட்டு கொடுத்துள்ளேன். அந்த ஒப்பந்தத்தில் சாசோலை எண் எழுதப்பட்டிருக்கிறது. அதற்கும் நான் கையெழுத்து போட்டுள்ளேன். 07.03.2005 பிறகு மேலும் ரூ .5,42,065/ காசோலை மூலமாக பெற்றுக் கொண்டிருக்கிறேன் அதற்காகவும் கையொப்பம் போட்டுள்ளேன்.”

Further, she has deposed that

“ஒப்பந்தத்தை படித்து பார்த்து பரிந்து கொண்டு தான் கையெழுத்து போட்டுள்ளேன் என்று சொன்னால் படித்து பார்த்துத்தான் கையெழுத்து போட்டேன்.”

19. The above evidence of D.W.1 would categorically go to prove the contention of the defendants that the signatures of the 2nd defendant was obtained in blank document and papers as false. The very attitude of the 2nd defendant in denying the execution of sale agreement would itself go to prove that she wants to defraud the plaintiff by not performing her part of contract.

20. Further, Ex.A18 is the FIR registered against the 2nd defendant on the complaint given by the plaintiff pertaining to

the sale agreement. Ex.A22 is the certified copy of the Anticipatory Bail application filed by the 2nd defendant, her husband Mari Muthu and one Mr.Jambu Lingam. In Ex.A22 it is mentioned in paragraph 3 that it was explained to the police that there was dispute in sale consideration amount and a Civil Suit has been filed by the plaintiff for specific performance. At paragraph 4, it is stated that the plaintiff is the tenant under the accused and he approached the defendant to purchase the suit property and they entered into the sale agreement for the sale price of Rs.24,27,000/- and a sum of Rs.17,42,065/- was paid towards advance amount. Hence, even as per Ex.A22, the 2nd defendant and her husband have admitted the execution of sale agreement Ex.A1 dated 07.03.2005 and hence, the 2nd defendant is not entitled to refuse or object that Ex.A1 was executed not with an intention to sell the suit property but it was executed as a security for the loan amount offered by the plaintiff.

21. It is pertinent to note that the plaintiff issued a legal notice under Ex.A8 by calling upon the defendant to come forward to execute the sale deed. Though, the 2nd defendant was in receipt of notice Ex.A8, admittedly no reply was sent by the 2nd defendant which would also go to prove Ex.A1-sale agreement is true and valid document. The explanation that after receiving notice the 2nd defendant and her husband personally approached the plaintiff and informed that they are ready to return the loan amount with interest and the plaintiff also agreed to cancel the sale agreement dated 07.03.2005 after receipt of the said amount has not been proved by any acceptable evidence, hence, the defence of the defendants that due to the above reason they did not give any reply for the legal notice Ex.A8 has to be rejected at threshold. If at all it was a loan transaction, there is no proof on record to show that the loan amount was repaid or steps were taken by the defendants to repay the loan amount to the plaintiff.

22. For all the above reasons, this Court finds that Ex.A1-sale agreement dated 07.03.2005 is a true and genuine document and it is intended only for sale of the suit property and it was not executed in lieu of security for the loan transaction between the appellants and the respondent. Point Nos.1 and 2 are answered accordingly.

Point No.3 :

"Whether the plaintiff was ready and willing to perform his part of the contract?"

23. It can be seen that the sale agreement Ex.A1 was executed on 07.03.2005. In Ex.A1, it is stated that the sale shall be completed within a period of three months from the date of the said agreement. The plaintiff has caused a notice on 08.04.2005 (Ex.A6) to the TIIC Ltd. requesting the original documents in respect of the suit property. On receipt of reply from the TIIC that the documents have already been handed over

to the defendants vide their letter dated 18.04.2005 (Ex.A7), the plaintiff has caused a legal notice to the 2nd defendant on 25.04.2005 (Ex.A8), specifically stating that the plaintiff is ready and willing to perform his part of the contract by paying the balance sale consideration of Rs.5,34,935/- and by calling upon the defendants to receive the balance sale consideration and to register the sale deed in favour of the plaintiff. It is pertinent to note that, even after receipt of the legal notice (Ex.A8) from the plaintiff vide Acknowledgment Card (Ex.A9), the defendants have remained silent without sending any reply to the same. Therefore, the plaintiff has effected a paper publication vide Ex.A10 on 02.06.2005. Thereafter, the plaintiff has filed the present suit on 17.09.2005. It can be seen from Exs.A11, A14 to A18, dated between 13.06.2005 and 26.06.2005, that the plaintiff was pursuing criminal proceedings against the defendants on the allegation of cheating committed by the defendants. Hence, even the interregnum period of three months stands justified. Therefore, all these aspects would come to the aid of the plaintiff to prove that he has always been willing to perform his part of the contract.

24. Further, the plaintiff has marked Ex.A19, which is the Bank statement of the plaintiff for the period from 01.03.2005 to 30.04.2005, which shows that the plaintiff had the financial capacity to pay the balance sale consideration of Rs.5,34,935/- at the relevant point of time, which proves the readiness of the plaintiff to perform his part of the contract.

25. The learned counsel for the appellants would contend that the plaintiff has not specifically averred in the plaint that he is ready and willing to perform his part of the contract. However, merely because the plaintiff has not specifically worded the plaint that "the plaintiff is ready and willing to pay the balance sale consideration", that does not mean that the plaintiff has not pleaded to that effect. On a careful perusal of the plaint, particularly Para Nos.8 to 11, it can be seen that the plaintiff has averred to the effect that he is ready to pay the balance sale consideration and get the sale deed executed in his favour and he has approached the defendants on two or three occasions, but the defendants are evading from executing the sale deed. The plaintiff, apart from averring in the plaint, has also proved his readiness and willingness to perform his part of the contract, as discussed above. Therefore, the contention of the learned counsel for the appellants in this regard, cannot be countenanced by this Court.

26. Further, the learned counsel for the appellants contended that the trial Court has not framed any issue with regard to readiness and willingness of the plaintiff. However, on a perusal of the judgment of the trial Court, it can be seen that, in Para Nos.19 and 20, the trial Court has dealt with the issue of readiness and willingness of the plaintiff and on considering the evidence on record, has arrived at a conclusion that the plaintiff was all along ready and willing from the

date of execution of Ex.A1 to perform his part of the contract. When the trial Court has dealt with the aspect of readiness and willingness in detail and has given a finding in that regard while discussing the issue of grant of relief of specific performance itself, mere non-framing of an issue with regard to readiness and willingness would not vitiate the judgment. A similar stand has been taken by this Court on an earlier occasion in the case of M.Mohammed Ismail v. K.P.Subbaiah [2015 (3) MWN (Civil) 78], wherein, this Court has held that the issue framed by the trial Court as to whether the plaintiff is entitled to the relief of specific performance can be interpreted to contain in it the issue regarding compliance with Section 16(c) of the Specific Relief Act. Therefore, the contention of the learned counsel that the trial Court has not framed a separate issue with regard to readiness and willingness, has no legs to stand.

27. In view of the above discussion, this Court finds that the plaintiff has proved his readiness and willingness to perform his part of the contract. Point No.3 is answered accordingly.

Point Nos.4 and 5 :

"4. Whether the plaintiff is entitled to the reliefs of specific performance and injunction?

5. To what relief, the plaintiff is entitled to ?"

28. This Court, while answering Point Nos.1 to 3, has found that the plaintiff has satisfied the mandatory requirements for grant of relief of specific performance, viz., execution and existence of a true and valid enforceable contract between the parties and readiness and willingness to perform his part of the contract. Therefore, this Court has no hesitation to hold that the plaintiff is entitled to the relief of specific performance. Therefore, this Court finds no error in the finding of the trial Court granting the decree of specific performance to the plaintiff.

29. On a perusal of Exs.A11, A14 to A18, it can be seen that the plaintiff has initiated criminal proceedings against the defendants for cheating by not performing the sale agreement (Ex.A1) and also on the ground that the defendants are making attempts to sell the suit property to third parties. Moreover, from the reply letter given by TIIC (Ex.A7), it can be noticed that the original documents have been handed over to the defendants, therefore, any attempt to alienate the properties would render the decree of specific performance useless. Therefore, this Court does not find any error in the finding of the trial Court granting a decree of permanent injunction in favour of the plaintiff. Point Nos.4 and 5 are answered accordingly.

30. In fine, this Court does not find any ground to interfere with the judgment and decree of the trial Court and accordingly, the same stands confirmed. Consequently, the appeal stands dismissed. No costs. Connected miscellaneous petition is closed.

Sd/-

Deputy Registrar (CS)

//True Copy//

Sub Assistant Registrar

gbi

To

1.The XV Additional District Judge,
Chennai.

2.The Section Officer | with a direction to send back the
(V.R. Section), | original records to the Court below,
High Court, Madras. | immediately

+2ccs to Mr.K.Sellathurai, Advocate SR. No. 38881

+2ccs to Mr.Giri Shankar, Advocate SR. No. 38882

A.S.No.766 of 2014

JP (CO)

PR (15/07/2022)