IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	18.12.2023
Pronounced on	21.12.2023

CORAM

THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN THILAKAVADI

Appeal Suit No.600 of 2011

and M.P.Nos.1,2&3 of 2011

1.M.Natarajan

2.N.vigneswaran

3.N.Subasini

4.N.Buvaneswari ....Appellants/Defendants 1 to 4

Vs.

1.Senthil Kannan @ Kannan

2.Jayabal

3.The Secretary,
Panruti co-operative Housing Society,
11/45, Kamarajar Nagar,
Police Line-II Street,
Panruti

4.Sudamani ...Respondents2-4/Defendants 2 -4

Prayer: First Appeal has been filed under Section 96 of the Civil Procedure Code, against the Judgement and Decree dated 31.03.2010 made in O.S.No.41 of 2006 on the file of the Principal District Judge, Cuddalore.

For Appellants	: Mr.C.Prabakaran for Mr.D.S.Thiruma valavan
For R1	: Mr.Hema Sampath, Senior Counsel for Mr.R.Meenal
For R2 to R4	: Given up

JU D G M E N T

This appeal is preferred against the judgment and decree dated 31.03.2010 passed in O.S.No.41 of 2006 on the file of the Principal District Judge, Cuddalore.

Facts:

2.The appellants are the defendant in the suit in O.S.No.41 of 2006 filed by the respondent/plaintiff for declaration of title in the A schedule property and to direct the defendants to surrender the possession of the A schedule property to the plaintiff within stipulated time and in default delivery to be given by Court to the plaintiff. To direct the defendants 1 & 2 to pay a sum of Rs.18,000/- with interest to the plaintiff from the date of plaint towards damages for use and occupation of the A schedule property from the date of sale deed till the date of plaint. To direct the defendants 1 & 2 to pay the mesne profits from the date of plaint till the date of delivery of possession. To direct the defendants 1 & 2 to pay Rs.1,30,500/- with interest from the date of plaint at the rate of 18% per annum till realization and to create a charge over B and C schedule properties for the said amount.

3.The case of the plaintiff is that the suit A schedule property belongs to the 1st defendant. The 2nd defendant is the son of the 1st defendant and defendants 3 and 4 are the daughters of the 1st defendant. The defendants 1 & 2 sold the suit properties to the plaintiff under a registered sale deed dated 17.11.2004 attested by the defendants 3 & 4, who are the daughters of the 1st defendant. The plaintiffs case is that, originally, the 1st defendant to generate money to come out of his financial crunch, offered to sell the suit A-Schedule property to one Muthukothandaraman by entering into an agreement of sale for Rs.4.99

lakhs on 23-06-2003. However, subsequently the proposed purchaser Muthukothandaran backed out from purchasing the properties on feeling that the sale price was on higher side and therefore the 1st defendant cancelled the agreement through another registered document namely cancellation deed dated 11-11-2004. Accordingly, the agreement dated 23-06-2003 was cancelled.

4.Thereafter, the 1 and 2 defendants were again in dire need of money to repay Muthukothandaraman the advance moncy received by them besides paying to several sundry creditors Therefore, the 1st defendant offered to sell the suit A-Schedule property to the plaintiff and after negotiation the sale price was fixed at Rs.4.50 lakhs and a registered sale deed was executed by the 1st and 2nd defendant in favour of the plaintiff in respect of the suit A-Schedule property. Since the 3rd and 4th defendants are the daughters of 1st defendant, they attested the sale transaction in favour of the plaintiff executed by their father and brother the defendants 1 and 2 respectively

5.At the time of the said purchase, the 1st defendant issued an encumbrance certificate dated 21-10-2004 to confirm that there was no encumbrance over the suit A-Schedule property As per the terms agreed as negotiated at the time of sale, the defendants 1 and 2 agreed to receive Rs. 4 lakhs as advance to pay the advance received from the earlier agreement holder Muthukothandaraman and agreed to receive the balance of Rs 50,000 on the date of sale and accordingly the amounts were paid and the sale deed was executed in respect of the suit A-Schedule property through a registered sale deed on 18-11-2004. At that time, the 1st defendant's father one Murugaiyan was seriously ill and therefore the 1st defendant after executing the sale deed in favour of the plaintiff, prayed time to deliver vacant possession after a month and the plaintiff bonafidely believed the words of the 1st defendant and granted time.

6.However, shortly the father of the 1st defendant died and therefore again the 1st defendant praved for extention of time on the premise that he would deliver possession after the rituals and ceremonies in connection to the death of his father were over. On humanitarian grounds, the plaintiff considered such request and granted time. However, since the 1st defendant did not possession as commited by him and contrary to his commitment to deliver possession, issued a notice on 04-2005 with untenable terms raising new stories as if the sale price was agreed to be Rs. 12 lakhs at the time of negotiation and that at the instance of the plaintiff for avoiding to pass higher stamp duty a lesser amount was shown in the sale deed and that the plaintiff also agreed directly to discharge the debts due by the defendants 1 and 2 to sundry creditors and that the plaintiff shall directly discharge a mortgage in respect of the suit. Schedule property with the 6th defendant to the tune of Rs.1,37,205 - and pay the balance amount to the defendants 1 and 2 within 2 1/2 years and that if the defendants could repav such amounts received by them as advance besides credited to their account by way of discharge of the loans within such period, the plaintiff shall re-convey the same on receiving the amounts due to him with 12, pa interest. Such factors raised in the notice of the defendants 1 and 2 are bereft of facts and accordingly the plaintiff issued a suitable rely notice on 23-04-2005.

7.Since the defendants 1 and 2 have not come forward even thereafter to hand over possession, the plaintiff is entitled to declaration of his title in respect of the suit A-Schedule property besides the recovery of the amount of Rs.1,30.500/- paid by him in discharging the loan taken by them from the 6th defendant with interest at 18% p.a. The plaintiff is also entitled to have a charge for the due repayment of the said amount over the properties in the suit B and C- Schedule

8.Hence the present suit

9.The case of the Defendant is that the 1st defendant filed the written statement and the defendants 2 to 4 adopted the same and opposed the suit on the following grounds:

10.It is not true that the 1st defendant sold the suit A-Schedule property on 17-11-2004 to the plaintiff for Rs 4.50 lakhs as claimed by him. Even as on that date the suit property was worth Rs. 12 lakhs

11.The plaintiff approached the 1st defendant and offered to purchase suit A-Schedule property for Rs. 12 lakhs. The defendants never intended to sell the suit property at a nominal price of Rs.4.50 lakhs Even though the sale deed was executed by the defendants 1 and 2 in favour of the plaintiff for Rs 4 50 lakhs in respect of suit A-Schedule property, there had been no transfer of ownership under the sale deed. The said document is a sham and nominal one, no title was intended to be transferred through such document.

12.It is true that there was an agreement of sale in respect of suit A Schedule property between the 1st defendant and one Muthukothandaraman for Rs 4.99 lakhs. It is the claim of the plaintiff that Muthukothandaraman backed out the purchase of property thinking that the price is on higher side is not true As a matter of fact, suit A-Schedule property was not intended to be sold to the said Muthukothandaraman for Rs 4.99 lakhs. But such agreement was executed only as security in a loan transaction the 1st defendant had with him due to his financial crunch. Subsequently, the said agreement got cancelled on payment of the amounts due to him.

13.The claim of the plaintiff that he was graciously granting time to enable the defendants to put the plaintiff into possession due to illness and subsequent death of his father on account of certain rituals and ceremonies to be conducted etc are not true. The plaintiff is guilty of suppressing material facts When the 1st defendant was in a financial strain and his creditors were pressing for repayment of the amount due to them, the 1st defendant was constrained to sell the suit A-Schedule property. Accordingly, the 1st plaintiff was offered to purchase the suit A-Schedule property and after negotiations the sale price was fixed at Rs. 12 lakhs and in the said negotiations it was agreed between the plaintiff and the defendants 1 and 2 that the said sale shall be subjected to the following conditions:

(a) The 1st defendant has to execute a sale deed for Rs 4,50.000/- only to avoid the payment of higher stamp duty for the real value of Rs 12,00,000/-

(b) 1st defendant presented a list of creditors for a sum of Rs. 1.50,000/- and the plaintiff shall discharge the debts of such sundry creditors directly

(c) The plaintiff shall discharge the mortgage debt of Rs. 1,37,205/- due to the 6th defendant from and out of the sale consideration of Rs. 12,00,000 within 2 days from the date of sale.

d) The plaintiff shall pay the balance of sale consideration Rs. 12,00,000/- after discharging balance of sale consideration of the debt due to 6th defendant and private parties within 2 ½ years from the date of sale.

(e) It was further agreed between the plaintiff and this defendant that in case the plaintiff failed to pay the amounts as stated above, the 1st defendant has to pay the amount of Rs. 4,50,000/- with interest at 12%.

14.The plaintiff has promised to execute an agreement in favour of this defendant in terms of the above conditions and the 1st defendant bonafide believed the representation made by the plaintiff and executed the sale deed dated 17-11-2004. But, the plaintiff did not carry out the conditions as agreed by him. This defendant made repeated demands to the plaintiff to comply with the condition personally and through panchavatdars. The plaintiff has cheated this defendant. So, this defendant caused a notice calling upon to receive Rs. 4,50,000/- with interest at 12%

and re-convey the suit A-Schedule property to him.

15.Therefore, the claim of the plaintiff that he was not aware of the mortgage created in respect of the suit A-Schedule property with the 6th defendant and that the 1st defendant gave a false encumbrance certificate etc., are not true. The defendants have been enjoying the suit A-Schedule property by leasing out the 1st floor to the 5th defendant and one Chandran. These facts are known to the plaintiff. Since there was no intention to sell suit A-Schedule property and it was agreed to be re conveyed, the plaintiff is not entitled to recovery of possession under the sale deed executed by the defendants 1 and 2 and the said document is a sham and nominal one.

16. On these grounds, the defendants sought for the dismissal of the suit. The defendants 5 to 7 remained exparte.

Issues

On these pleadings, the following issues were framed for trial:

(1) Whether the sale deed dated 17-11-2004 is a sham and nominal one and never intended to act upon, as claimed by the defendants?

(2) Whether the sale price was agreed to be Rs. 12,00,000/- out of

which the plaintiff agreed to pay the sundry debts of the defendants to 3rd parties to the tune of Rs.1,50,000/- and to discharge the mortgage with the 6th defendant and agreed to pay the balance of sale consideration within 2 ½ years?

(3) Whether the plaintiff is entitled for the declaration of title of A-Schedule suit property?

(4) Whether the plaintiff is entitled to recover possession of A-Schedule suit property?

(5) Whether the 1" defendant did not inform about the mortgage of A-Schedule property with the 6th defendant, at the time of sale and after the sale, the plaintiff was forced to discharge the mortgage with the 6th defendant for Rs.1.30,500/-?

6) Whether the plaintiff is entitled to recover Rs. 1,30,500 paid by him on behalf of the 1st and 2nd defendants to the 6th defendant together with interest at the rate of 18 % p.a.

(7) Whether the plaintiff is entitled to recover Rs.80.000/- towards damages from the defendant 1 to 4 for the use and occupation of A-Schedule property from the date of sale till the filing of the suit? (8) Whether the plaintiff is entitled for future mesne profits from the date of

plaint? (9) Whether the plaintiff is entitled to create a charge over B and C-Schedule suit properties for the amounts due to him? (10) To what relief are the parties entitled?

17.Before the trial Court P.W.1 and P.W.2 were examined and Ex.A.1 to A.22 were marked. On the side of the defendants D.W.1 to D.W.3 were examined and Ex.B.1 to B.12 were marked.

18.Based on the above pleadings and evidence and the submissions made by the respective counsel for the parties decreed the suit with cost as extracted hereunder:

1)The plaintiff is the absolute owner of the suit A-schedule property as a genuine purchaser for value.

2) The defendants shall hand over the vacant possession of the suit A-schedule property to the plaintiff within three months from the date of this judgment.

3) The defendant is also directed to repay to the plaintiff Rs.1,30,500/- the amounts payable by him as indicated in the plaint with interest at the rate of 9% p.a., within such period to deliver possession,

failing which the plaintiff will be at liberty to proceed against the defendants 1 to 4 in accordance with law.

4) For the recovery of the said amount due to him from the 1st defendant, a charge shall be created in respect of the suit B and C schedule properties.

5) The plaintiff is entitled to claim damages for the use and occupation of the ground floor of the suit A schedule property from the date of sale till the actual date of delivery of the same to the plaintiff by the contesting defendants.

6) The plaintiff is also entitled for the recovery of the rents paid/payable by the tenants of the first floor of the suit A- schedule property from the date of his purchase to the date of actual delivery.

19.Aggrieved by this, the present appeal is preferred by the defendants. The contention of the defendants in this appeal is that Ex.A.2 sale deed was executed by the 1st defendant, only with a view to discharge the debt borrowed from 3rd parties and it was agreed between the plaintiffs and the 1st defendant that the plaintiff has to discharge the entire due and in addition to pay remaining sale consideration out of 12 lakhs in respect of the suit A Schedule property failing which the first defendant has to pay the due amount to the plaintiff with interest and the plaintiff has to execute the deed of reconveyance. The above aspect was misconstrued by the trial Court and erroneously decreed the suit. The further contention of the appellant is that the trial Court failed to take note of the discrepancies in the evidence of P.W.1 & P.W.2 with regard to the consensus identity of the contract between the 1st defendant and plaintiff. P.W.1 has falsely deposed that he was not aware of the transaction and the sale agreement took place between the 1st defendant and one Muthu kothandaraman and the cancellation of agreement of sale between them under Ex.A.4. Ex.A.4 was executed on 11.11.2004 and whereas Ex.A.2 was executed on 17.11.2004. In both the documents P.W.2 stood as witness and the same was admitted by him during his cross examination. This itself clearly reveals that P.W.1 and P.W.2 had knowledge about Ex.A.4 and Ex.A2 was executed only with a view to discharge the liability of the 1st defendant with certain conditions as security. It is further submitted that P.W.1 has made categorical admission that even after execution of the sale deed on 17.11.2004, he had not taken steps to take possession of the suit property. This would reveal that the above sale deed was executed only for the purpose of security to clear the debt borrowed by the 1st defendant. It is further submitted that the plaintiff approached the 1st defendant and offered to purchase the suit A schedule property for Rs.12,00,000/-. The defendant never intended to sell the suit property at a nominal price of Rs.4.50 lakhs. Even though the sale deed was executed for a sale consideration of Rs.4,50,000/- in respect of A schedule property there was no transfer of ownership under the sale deed. It is further submitted that during execution of the sale deed the encumbrance certificate was shown to the plaintiff which disclose the subsisting encumbrance of mortgage created by the 1st defendant with the 6th defendant on 20.06.2003. It is further submitted that in order to evade the stamp duty the construction in A Schedule property was not disclosed in Ex.A.2 Sale deed. Since the plaintiff failed to discharge the entire debt of the 1st defendant which is in violation to the terms of the contract, the plaintiff is not entitled to seek the relief of possession or declaration of title in the suit A schedule property, since the contract itself is invalid. Moreover, the plaintiff has not paid the balance sale consideration and in view of the above non-performance of the contingent contract on his part, the trial Court ought to have dismiss the suit filed by the plaintiff. It is further submitted that the defendants are resided in the suit property even after execution of the sale deed and the conduct of the plaintiff maintaining silence itself amounts to invalidate the sale and therefore the question of recovery of possession based on such sale does not arise and the said relief ought not to have been granted by the trial Court. The trial Court erred in creating charge over B & C Schedule properties which are no way connected in respect of the transactions entered between the plaintiff and the 1st defendant. Hence, the judgment and decree passed by the trial Court is liable to be set aside.

20.On the other hand, the learned counsel appearing for the respondent/plaintiff would submit that the categorical admission by the 1st defendant that he was facing financial crisis which compelled him to sell the A schedule property to the plaintiff. Moreover, the 1st defendant failed to establish that the plaintiff agree to pay the debts borrowed by the 1st defendant from some sundry creditors. The documents marked as Exs.A.12 to A.18 would establish that the plaintiff was forced to discharge the encumbrance created in respect of A Schedule property in order to save the said property being brought for sale for recovery of the amount due to the 6th defendant which was borrowed by the 1st and 2nd defendants. Therefore, the defence putforth by the defendants that the plaintiff agreed to discharge the mortgage loan even at the time of execution of Ex.A.2-Sale agreement is false. It is further submitted that even in Ex.A.5 encumbrance certificate, the encumbrance in favour of the 6th defendant was not reflected. Hence, the trial Court considering the above facts order to create charge in respect of B and C Schedule property for recovery of the said amount due to the plaintiff by discharging the mortgage loan to the 6th defendant. It is further contended that the defendants have falsely stated that the sale consideration was fixed at 13 lakhs and not as Rs.4.50 lakhs which is contrary to the documentary evidence and oral evidence adduced by the 1st defendant. Since Ex.A.2 is a registered document which contains the *recitals* to the effect that the sale consideration is only Rs.4.50 Lakhs cannot be treated as a void document as per Section 92 of the Evidence Act. The onus is on the defendant to prove that the recitals in the sale deed are bogus one. The learned counsel appearing for the respondent would further submit that the object of Section 92 of the Evidence Act is to prevent the adduction of oral evidence for the variation of a contract inter se between the parties to it.

21.To support his contention, he has relied upon the following cases reported in

(1) 2009 5 LW 883

(2) (2003) 6 SCC 595

The further submission of the learned counsel for the respondent/plaintiff is that the first defendant examined as D.W.1 in this cross examination has admitted that Ex.A.2 sale deed was executed by him with his consent. Therefore, the contention of the appellant/defendants that the sale price agreed by the plaintiff was Rs.12 Lakhs is false. It is contrary to the provision under Section 92 of Indian Evidence Act and to the evidence of D.W.1. The learned counsel further submitted that in the absence of any arrangements reduced into *writing* that there was an agreement between the plaintiff and the 1st defendant to re convey the property to the 1st defendant, the contention of the appellant/defendant that there was no intention to sale. Therefore, the plaintiff is entitled to have a declaration of title in respect of A schedule property and for recover possession of A schedule property. The plaintiff is also entitled to further reliefs granted by the trial Court. Hence, prayed for confirming the judgment and decree passed by the trial Court and to dismiss the above appeal suit as devoid of merits.

22.Based on the above submissions, the following points arises for consideration:

1.Whether the trial Court is correct in granting the decree in favour of the plaintiff in the above suit?

2.Whether this appeal can be allowed?

Point Nos.1 & 2

23.It is not in dispute that Ex.A.2 sale deed was executed by the defendants 1 & 2 in favour of the plaintiff. However, the plaintiff would claim that the defendants 1 & 2 due to their financial crisis offered to sell the suit A schedule property in order to get over such financial crisis. The further contention of the plaintiff is that the defendants 1 & 2 entered into an agreement for sale with one Muthu Kothandaraman for a sale consideration of Rs.4.99 Lakhs and received Rs.4,00,000/- as advance and executed Ex.A.3- sale agreement. Since the said agreement was not fructified on either side it was duly cancelled by a registered deed dated 11.11.2004. The above facts were not disputed by the defendants. The further case of the plaintiff is that in order to repay the advance amount to the said Muthu Kothandaraman, the defendant 1 & 2 offered to sell A Schedule property to the plaintiff for a sum of Rs.4.50 lakhs. As agreed between the parties the plaintiff paid a sum of Rs.4 Lakhs to Muthu Kothandaraman which was received by the defendants as advance and the 1st defendant after receipt of the balance amount of Rs.50,000/- the defendants 1 & 2 executed the sale deed under Ex.A.2 in favour of the plaintiff on 18.11.2004 in which the defendants 3 & 4 who are the daughters of the 1st defendant have attested. At that time, the father of the 1st defendant was seriously ill and therefore, at the request of the 1st defendant granted time for vacating the A schedule property. Thereafter, the father of the 1st defendant died and the 1st defendant prayed for extension of time to vacate the premises which was granted by the plaintiff under bonafied belief. However, the 1st defendant failed to hand over possession and contrary to his commitment issued a notice on 15.04.2005 by stating that the sale price was agreed to be Rs.12 Lakhs at the time of negotiation. It was further alleged that in order to avoid higher stamp duty lesser amount was mentioned in the sale deed is incorrect. It was also falsely stated that the plaintiff agreed to discharge the debts incurred by the defendants 1 & 2 to sundry creditors directly and that the plaintiff agreed to discharge the mortgage loan in respect of A Schedule property in favour of the 6th defendant to the tune of Rs.1,37,205/- and pay the balance amount to the defendants 1 & 2 within a period of 2 and ½ years and if the defendants could repay such amounts received by them as advance besides credited to their accounts by way of discharge of the loans within such period, the plaintiff shall re convey the same on receiving the amounts due to him with 12% interest per annum. The above contentions made in the notice are false. Therefore, the plaintiff was constrained to file the above suit.

24.Though, the defendants would claim that, it was orally agreed between the parties that the sale price would be Rs.12 Lakhs, the recitals in Ex.A.2 Sale deed would reflect that the sale consideration is Rs.4.50 Lakhs. As rightly pointed out by the learned counsel appearing for the respondent/plaintiff, no oral evidence can be adduced to disprove the contents of the recitals in a registered documents by virtue of Section 92 of the Indian Evidence Act, unless clarifications are given to the recitals in a document reduced into writing to clear ambiguity if any in such recitals by way of oral evidence. The provisions of Section 92 of the Indian Evidence Act coming to operation for the purpose of excluding evidence of any oral agreement or statement for the purpose of contradicting, varying, adding or subtracting from its terms. It is not as if a party is not entitled to lead oral evidence to show that the agreement was not intended to be acted upon and the terms were really not reflective of the intention of the parties. In Section 92 the legislature has prevented oral evidence being adduced for the purpose of varying the contract as between the parties to the contract. However, oral evidence is permissible to a party to a deed to contend that the deed was not intended to be acted upon, but was only a sham document. The bar arises only when the document is relied upon and its terms are sought to be varied and contradicted. Oral evidence is admissible to show that document executed was never intended to operate as an agreement but that some other agreement altogether, not recorded in the document, was entered into between the parties. But the question is whether on the facts of the present case, the reasons given by the defendants for claiming the agreement as sham and nominal document can be accepted. As noticed by the trial Court, the 1st defendant examined as D.W.1 admitted in his cross examination about executive Ex.A.2 sale deed voluntarily. D.W.1 had also deposed that it was agreed between himself and the plaintiff that within a period of two and half years, the 1st defendant is able to repay the amount received by them from the plaintiff, the plaintiff shall re-convey the property to the defendants. Therefore, from the evidence of D.W.1 it is understood that Ex.A.2 was executed by the defendants 1 & 2 consciously. The defendants failed to disprove the contents of the recitals in Ex.A.2. The defendants failed to establish that they never intended to execute A.2 to operate as a sale deed but there was some other agreement between the parties. Therefore, the defendants cannot be permitted to let in any amount of oral evidence contrary to the recitals in Ex.A.2 sale deed. Ex.A.2 is a registered sale deed, which contains the recitals to the effect that the defendants 1 &2 sold the A schedule property in favour of the plaintiff which is attested by the daughters of the 1st defendant namely the 3rd and 4th defendants in the suit. Therefore, the defendants 1 & 2 who are the vendors of the sale deed cannot simply, throwing to winds Section 92, treat the sale deed a void one. Moreover, the defendants did not file any suit for cancellation or to set aside the sale deed executed in favour of the plaintiff and therefore, the defendants lost their rights to claim over the suit property. Moreover, the trial Court has rightly accepted the reason stated by the plaintiff for not taking the possession of the property immediately. Therefore, the findings of the trial Court that the plaintiff is entitled to have a declaration of title and recovery of possession in respect of A schedule property which warrants no interference. The trial Court has rightly concluded that the plaintiff is entitled for a sum of Rs.1,30,500/- with interest which was paid by the plaintiff to the 6th defendant, a mortgage loan obtained by the defendants 1 & 2, based on Ex.A.12 to A.18 which were marked on the side of the plaintiff. No infirmity found in the findings of the trial Court that the plaintiff has paid the money on behalf of the 1st defendant to the 6th defendant in order to safeguard the A schedule property. The trial Court has rightly held that the plaintiff is entitled to recover the said amount of Rs.1,30,500/- with interest at the rate of 18% per annum from the defendants 1 to 4. The trial Court taking into consideration the conduct of the defendants and their pressing financial crunch, that they would alienate the properties in their hands, rightly ordered to create a charge over the B and C schedule property which is justifiable. Based on the admissions made by the 1st defendant that the 1st floor of the suit property is under the occupation of tenants and the 1st defendant is receiving the rents from them, the trial Court has rightly held that the plaintiff is entitled for the rents received by the defendants in respect of the 1st floor from the date of sale in his favour. Since the defendants are in use and occupation of the suit A schedule property from the date of the sale deed executed in favour of the plaintiff, the trial Court has rightly held that the plaintiff is entitled to claim damages from his vendors.

25.In the above background, the grounds set out in this appeal is devoid of merits and clearly negate the appellant's case.

26.In the result, this Appeal suit is dismissed. No costs. Consequently, the connected miscellaneous petitions are closed.

21.12.2023

Internet:Yes/No
Index:Yes/No
Speaking/Non-speaking order

K.GOVINDARAJAN THILAKAVADI, J.

vsn

PRE- DELIVERY JUDGEMENT MADE IN

Appeal Suit.No.600 of 2011
and M.P.Nos.1,2&3 of 2011

21.12.2023