



CS.No.534 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 28.07.2023

PRONOUNCED ON : 06.11.2023

CORAM:

THE HONOURABLE JUSTICE A.A.NAKKIRAN

CS.No.534 of 2013

1. S.Mathialagan
2. M/s.First Real Estates Company P Limited
by its Director K.G.Vetrivel

Plaintiffs

Vs

1. Radha Bai (deceased)
2. Lakshmi
3. Nandakumar
4. Udayakumar
5. Kamaladasan
6. Nirmal Gadhiya
7. Sushila Devi
8. H.Sita Bai
9. M/s.Ramaniyam Estates P Limited
by its Managing Director V.Jagganathan
Chennai-20
- 10.M/s.Shreyas Investments by its partner
A.Sekar, Chennai-14

- 11.M/s.Baluanand Finance Limited, by its
Director, A.Balasubramaniann, Chennai-17

Defendants

Prayer:- This Civil Suit has been filed, under Order IV Rule 1 of the Original Side Rules of the Madras High Court read with Order VII Rule 1 of CPC, for the reliefs as stated therein.

For Plaintiffs : G.Mohanakrishnan
For Defendants : S.Namasivayam-DD2 to 5
S.Sundaresan-D9
No Appearance-DD6 to 8 and 10



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JUDGEMENT

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It is represented by the learned counsel for the plaintiffs that the 1st defendant died and the defendants 2 to 5 are already on record. The said submission is recorded.

1. This Civil Suit has been filed, seeking a judgement and decree, for the following reliefs:-

- (a) Specific performance, directing the Defendants 1 to 8 to execute a sale deed in favour of the Plaintiffs on receiving the balance sale consideration of Rs. 15,00,000/- from the Plaintiffs and to register the same, in respect of the suit property.
- (b) Declaration that the sale deed, dated 14.03.2011, registered as Doc.No.2435 of 2011 on the file of the Sub Registrar, Tiruporur, by the Defendants 6 to 8 and the vendors 1 to 4 of the sale deed in favour of the Defendants 9 to 11 is null and void.
- (c) Permanent Injunction, restraining the Defendants 9 to 11 from developing or dealing in any manner with the suit property.

2. The case of the Plaintiffs, as set out, in the plaint is as follows:-

- a) The Defendants 1 to 5 represented that they are the legal heirs of late Sundra Rajan and his father is Late Janardhanam, who was a freedom fighter and the Government had granted 5 acres of lands in S.No.162/1, Thazhammbur Village more fully described in the Schedule, by assignment dated 06.07.1966, and it was subsequently cancelled by the Revenue Divisional Officer, Chengalpattu, by proceedings in Na.Ka.No.747/80, dated 09.05.1981 and they appealed to the higher authorities for restoration of patta in their name.



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b) The Defendants 1 to 5 have entered into a registered sale agreement, dated 31.05.2004, bearing Doc.No.2174 of 20024, with one, H.Anraj, son of Hasthimal Jain, Chennai-600 017, in respect of the suit property and since he died, his legal heirs are the Defendants 6 to 8. The Defendants 1 to 5 have executed a sale agreement on 07.07.2007 with the Plaintiffs for the balance sale consideration of Rs.35,00,000/- , in respect of the suit property and received a sum of Rs. 20,00,000/- by way of a Cheque No.046877, dated 07.07.2007. While so, with the collusion of the Defendants 1 to 5, the Defendants 6 to 8, as confirming parties joining with the Vendors 1 to 4 sold the said property under the registered sale deed dated 14.03.2011, bearing Document No.2435 of 2011, which is in violation of the sale agreement dated, 07.07.2007. The subsequent purchasers, who are the Defendants 9 to 11 have no right in the suit property. In such circumstances, this Civil Suit has been filed, seeking the reliefs, as stated above.

3. In the written statement filed by the Defendants 2 to 5, it is stated as under:-

a) The suit property was assigned in Patta No.335 by the Government of Tamil Nadu in favour of G.E.Janarthanan, the grand father of the Defendants 2 to 5, who was a freedom fighter and he died on 25.01.1975, leaving behind him his wife Savithri Ammal and his son and their father, J.Sundarajan, as his legal heirs. Savithri Ammal died on 05.06.1979 and J.Sundarajan died on 15.12.1983, leaving behind his wife, mother S.Radhabai, of the Defendants 2 to 5 as legal heirs. Thus,



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the Defendants 2 to 5 became the absolute owners of the suit property.

The Defendants 2 to 5 entered into a sale agreement, dated 31.05.2004, with H.Anraj, the father of the 6th Defendant, husband of the 7th Defendant and son of the 8th Defendant in respect of the suit property. The sale was to have been completed within 4 months, before the 30th of September 2004. The original Patta and Kist receipts were handed over to the said H.Anraj. At the instance of the said H.Anraj, the father of the 6th Defendant herein, the Defendants 2 to 6 and their late mother, S.Radhabai had, in and by a power of attorney dated 25.04.2006, registered as document no. 752/2006, appointed and nominated Veerender Chordia, son of Puranchand Chordia, to deal with the said property. In 2005, late S. Radhabai, mother of the Defendants 2 to 5 herein was given to understand that on 09.05.1981, the Sub-Collector Chengalpattu had cancelled the assignment in favour of G.E.Janarthanan. On Appeal before the District Revenue Officer, Kancheepuram, it was restored, by order dated, 01.12.2005 and again on revision by the State, it was set aside on 28.10.2006. Thereafter, on objection before the Commissioner of Land Administration, the assignment was restored, by order dated, 03.07.2007. Thus, the Defendants 2 to 5 became entitled to the suit property. To their shock, a public notice, in 'The Hindu' dated 14.10.2009, calling for objections to the proposed purchase of the aforementioned extent came to be published. The notice, interalia, included the suit property and



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mentioned, inter alia, the names of Sathyanarayana Reddi, C. Yashwanth Narayana, C. Dhanvanthini as the owners of the suit property. On seeing the notice, the Defendants 2 to 5 herein by letter dated 19.10.2009, to the advocates concerned, raised objections to the proposed sale on the ground that the Defendants 2 to 5 are the legitimate owners of the suit property. They though, did not receive any reply, all further proceedings in the transaction were stopped. The Defendants 2 to 5 made representations to the concerned Tahsildar, seeking patta transfer. They also sent a letter dated 24.10.2009, along with a copy of the letter of the Commissioner of Land Administration, dated 03.07.2007 and there was no response.

- b) Upon verification of encumbrance certificate, they came to know that one C.Sathyanarayana Reddi, had settled an extent of 3.62 acres out of the suit property to his son Yashwanth Narayana in and by a settlement deed dated 11.05.2005 while the said Sathyanarayana had no title at all. In addition, the said C. Sathyanarayana Reddi and his son Yashwanth Narayana, conveyed an extent of 0.336 acres out of the aforementioned extent, by a Gift Deed dated 19.01.2011, in favour of the President, Thazambur Panchayat Union. The said C. Sathyanarayana Reddi, his son Yashwanth Narayana, daughter Dhanvanthini and wife Vasantha, claiming that it is their property and claiming that they have been issued Patta No.106, along with Nirmal Gadhiya, A. Suseela Devi and H.Sita Devi, the 6th and the 7th Defendants herein who are none other than the



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legal heirs of the said H.Anraj, the sale agreement holder, included in the sale deed, as confirming parties, conveyed an extent of 0.88 acres out of the suit property in favour of M/s Deccan Anraj Foundation, by a sale deed dated 14.03.2011, registered as document no. 2434/2011. H. Anraj died on 29.11.2008. On 30.10.2009. S. Radhabai mother of the Defendants 2 to 5 died leaving behind them as her only legal heirs.

- c) In and by a sale deed dated 26.08.2011, registered as Document No. 8357/2011, the said C. Sathyanarayana Reddi, his son Yashwanth Narayana, daughter Dhanvanthini and wife Vasantha along with Nirmal Gadhiya, A. Suseela Devi and H. Sita Bai, the 6th, 7th and the 8th Defendants herein who are none other than the legal heirs of the said H.Anraj, included in the sale deed as confirming parties, conveyed 3.62 acres out of the suit property in favour of M/s Ramaniyam Real Estates Limited, M/s Shreyas Investments and M/s Baluanand Finance Limited, the 9th, 10th and the 11th Defendants herein. In and by a sale deed dated 26.08.2011, registered as Document No. 8357/2011 the said C.Sathyanarayana Reddi, his son Yashwanth Narayana, daughter Dhanvanthini and wife Vasantha, conveyed an extent of 2400 sq.ft out of the aforementioned extent in favour of one N. Sivaraman. In and by a sale deed dated 26.08.2011, registered as Document No.8358/2011, the said C.Sathyanarayana Reddi, his son Yashwanth Narayana, daughter Dhanvanthini and wife Vasantha, conveyed an extent of 2400 sq.ft out of the suit property in favour of D.Karthik Raj and D. Deepak Raj, sons of



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S.Dharmarajan.

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d) Further, they came to know that further illegal conveyance of the major part of the suit property had taken place and filed complaint on 03.05.2013 before the Inspector General of Registration and it is still pending. The Defendants 2 to 5 have also filed a WP.No.28534 of 2013, seeking transfer of patta in their favour and it is pending.

e) The alleged agreement is unregistered and bear the signature of only the 1st Plaintiff, and only 3 of the 5 Defendants. M/s First Real Estates Company Private Limited has neither signed it nor affixed its seal. Even the alleged signatures in the agreement are not attested by witnesses. The allegations that with the collusion of Defendants 1 to 5 the Defendants 6 to 8 as confirming parties joining with the Vendors 1 to 4 have sold the property under sale deed dated 14.03.2011, registered as document no. 14.03.2011, is baseless. The suit is not maintainable on the ground of limitation and for want of jurisdiction and for non-joinder of necessary parties. In such circumstances, the suit is liable to be dismissed.

4. In the written statement filed by the 9th Defendant, it is stated as under:-

(a) The Plaintiffs have no right, title or interest over the suit property. The suit property comprised in Old S.No.162/1 measuring 3.62 Acres or thereabouts, in Thazhambur Village, Chengelpet Taluk, Kancheepuram District, was part and parcel of the larger extent of land measuring 5.00 Acres, which originally belonged to C.Perumalsamy Reddy, having the



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same along with other lands in the Chengelpet Court Auction Sale held under OS.No.279/11921 on the file of District Munsiff Court, Chengelpet, which was subsequently confirmed by E.P.Order No. 298/1929 dated 5.8.1930 by the said Court. Further, the order dated 23.01.1936 issued by the Tahsildar, Chengelpet also substantiates his ownership. In terms of the agreement dated 22.10.1958, C.Perumalsamy Reddy and his two brothers C.Govindarajulu Reddy and C.Ethirajulu Reddy partitioned the lands owned by them and the suit property was allotted to the share of C.Ethirajulu Reddy, who died intestate on 18.11.1977, leaving behind his wife C.Sulochana and children, C.Sathyanarayana Reddy, C.Suryanarayana Reddy, Samyuktha and Lakshmi Banu as his Class I legal heirs. Due to family dispute, suits were filed against each other.

- (b) Originally Thazhambur Village was an Inam Village and subsequently the Government had introduced the Tamil Nadu Estates (Abolition and Conversion into Ryotwari) Act, 1948 and pursuant to the said Act, the entire Thazhambur Village was brought under Ryotwari system. Pattas were issued to the persons who were in continuous possession and in enjoyment of the lands in the said Thazhambur Village. At the time of issuing the Ryotwari pattas, there was a family dispute amongst the legal heirs of Late C. Ethirajulu Reddy as mentioned Supra. Hence, the said Legal Heirs of C. Ethirajulu Reddy could not report to the Revenue Authorities and the said lands were declared as Anadheenam by the Government. Later, when the legal heirs of Late. C. Ethirajulu Reddy



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applied for grant of patta, the then Special Commissioner and Commissioner of Land Administration, Chepauk, had ordered to grant Patta outside the scope of Estate Abolishment Act for an extent of 15 Acres in Thazhambur Village to each legal heir of Late C.E. Reddy vide his Order No. K3/17322/98 dated 25.9.98 and they were given the option of furnishing the list of lands to be retained by them and such an option was not extended to C.Sathyanarayana Reddy by the then Chengelpet Tahsildar and aggrieved by the same, C. Sathyanarayana Reddy approached the Joint Commissioner (Land Reforms) Villupuram.

- (c) The said Joint Commissioner (Land Reforms) Villupuram in his order dated 23.10.2008 has extended the said option of furnishing the list of lands to C.Sathyanarayana Reddy and further ordered to issue Patta to the said C.Sathyanarayana Reddy. In furtherance to the aforesaid order of Joint Commissioner, Villupuram, the Chengelpet Tahsildar issued Patta bearing No.106 to C.Sathyanarayana Reddy which includes the larger extent of the subject land comprised in Survey No.162/1 measuring 5 Acres. The Chitta and Adangal are in favour of C.Sathyanarayana Reddy. Thereafter, by a settlement deed dated 11.5.2005 executed by the above named C.Sathyanarayana Reddy in favour of his son Yeshwant Narayana, he had settled an extent of 3.62 Acres out of 5 Acres in Survey No. 16211 constituting the Schedule Property. Yeshwant Narayana and C.Sathyanarayana Reddy subsequently for their respective portions executed General Powers of



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Attorney in favour of N.Devichitra. A General Power of Attorney dated 11.7.2008 was executed by Yeshwant Narayana for the sale of the extent of 3.62 Acres. Another General Power of Attorney dated 11.7,2008 was executed by C.Sathyanarayana Reddy for the sale of the extent of 1.38 Acres. Based on the Powers of Attorney, N.Devichitra entered into a registered sale agreement, dated 1.8.2008 with M/s.MITRA HOME MAKERS PRIVATE LIMITED, which was subsequently cancelled vide cancellation of agreement dated 18.2.2010.

(d) Though Patta was granted in favour of C.Sathyanarayana Reddy for the larger extent of subject land, the said larger extent of subject land was the ancestral property of the said C.Sathynarayana Reddy. Subsequently, the above named C. Sathyanarayana Reddy along with his wife, son and daughter namely C. Vasantha, C. Yeshwant Narayana and C. Dhanvanthini conveyed the subject land measuring 3.62 Acres being the subject matter of this opinion in favour of the present owners, M/s. Shreyas Investments (10th Defendant herein) and M/s. Balu Anand Finance Limited, (11th Defendant herein) vide Sale Deed dated 14.3.2011.

(e) Prior to the issuance of the order for grant of Patta to the Legal Heirs of Late C.E. Reddy by the Land Commissioner dated 25.9.1998, the larger extent of subject land was allotted by the Tamilnadu Government under Freedom Fighter Category to one Janardhanan vide its assignment order dated 6.7.1966. Subsequent to the assignment order, Patta No.



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335 was granted in favour of the above named Janardhanan. However, the said Assignment Order was cancelled by the then Chengelpet Collector vide his Cancellation Order dated 09/05/1981 for non-fulfilment of assignment condition. It is further noted that the above named Janardhanan died intestate on 25.1.1975 and his wife Savithri Ammal also died intestate on 5.6.1979 leaving behind their only son J.Sundararajan. Thereafter, the above named J.Sundararajan also died intestate on 15.12.1983 leaving behind his wife Radhabai Ammal and children Lakshmi, S. Nandakumar, S. Kamaladasan and S. Kumaran alias Udayakumar. However, not following that the assignment order was cancelled the said legal heirs of Late. Janardhanan being the above named Radhabai Ammal and her children had entered into a Registered Sale Agreement with one H. Anraj son of Hasthirnal Jain dated 31.5.2004 registered as Document No. 2174 of 2004 S.R.O. Thiruporur. The entire sale consideration agreed under the said sale agreement was paid by H.Anraj to Radhabai Ammal and her children and got executed a power of attorney executed in favour of his nominee Veerender Chordia under a power of attorney dated 25.04.2006 registered as Document No. 752 of 2006 at SRO Kodambakkam. Subsequently, the above named Radhabai Ammal also died intestate on 30/10/2009 leaving behind her children being the above named Lakshmi, S. Nandakumar, S. Kamaladasan and S. Kumaran alias Udayakumar.



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(f) Further, an Affidavit is executed by Veerender Chordia being the Power Agent of Legal Heirs of Late Radhabai Ammal, namely, P.Lakshmi, S.Nandakumar, and S. Kamaladasan. S.Kumaran alias Udayakumar confirming that they claimed the larger extent of the Schedule Property through an Assignment Order issued in their favour by the then Chengelpet Tashildar and pursuant to the cancellation of the said Assignment Order during the year 1981, they have no right, or interest in the larger extent of the Schedule Property. Further, assuming without admitting that said Radhabai Ammal and her children had right and title over the larger extent of the schedule property, they having received the entire consideration and upon execution of a registered power of attorney in favour of Veerendra Chordia, Radhabai Ammal and her children cease to have any title over the said property. Further, the said Veerendra Chordia in order to confirm the above fact as well as the Sale Deed executed in favour of the present Owners had signed as witness to the said Sale Deed.

(g) The above named Second Party (Purchaser) under the said Sale Agreement being the abovenamed H.Anraj also died intestate on 29.11.2008 leaving behind his wife, mother and son namely Susila Devi, Sitabai and Nirmal Gadhiya as his Class I legal heirs as substantiated by the Legal heirship Certificate issued by Tasildhar, Egmore, Nungambakkam Taluk dt. 2.1.2009. The said Agreement-holders, namely, the Legal Heirs of Late H.Anraj have joined as



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Confirming Parties in the abovementioned Sale Deed executed in favour of the present Owners in order to confirm their title to the Schedule Property. In this regard, a General Power of Attorney dated 24/02/2011, registered as Document No. 91/2011, in the Office of the Sub-Registrar, Triplicane executed by Susila Devi and Sitabai in favour of Nirmal Gadhiya which includes power to represent them as confirming party in the aforesaid Sale Deed executed in favour of the present Owners. In such circumstances, both Plaintiffs and the Defendants 1 to 5 have no right or title or interest over the suit mentioned property. The suit is also liable to be dismissed on the ground that even the schedule of the property does not give full description of the suit mentioned property. Hence, the suit is liable to be dismissed.

5. The Defendants 10 and 11 have adopted the written statement filed by the 9th Defendant.

6. On the pleadings of the parties, the following issues were framed:-

- (1) Whether this Court has jurisdiction to entertain the suit since the subject property is outside the jurisdiction of this Court?
- (2) Whether the suit is barred by limitation?
- (3) Whether there is non-joinder of necessary parties and mis-joinder of unnecessary parties?
- (4) Whether the suit filed by the Plaintiff is a suit for specific performance when the Plaintiff does not have the right, title and interest in the suit property?
- (5) Whether the Defendants 1 to 5 have right over the suit property when the assignment deed dated 06.07.1966 was cancelled by the Government by order dated 09.05.1981 and therefore, the agreement



dated 07.07.2007 itself is not valid and unenforceable?

(6) Whether for the non-joining of C.Sathyannarayana Reddy is fatal to the suit proceedings and thus the suit is liable to be dismissed under Order 1 Rule 9 of the Civil Procedure Code?

(7) Whether the Plaintiff had made any averments or placed any evidence to show that the Plaintiff is ready and willing to perform the contract?

(8) Whether the valuation made by the Plaintiff is valid or not?

7. On the side of the Plaintiffs, Ex.P1 to Ex.P4 were marked and PW.1 and PW.2 were examined. On the side of the Defendants, Ex.D1 to Ex.D2 were marked and DW.1 was examined.

8. This Court heard the submissions of the learned counsel on either side.

9. The learned counsel for the Plaintiffs has made the following submissions:-

(a) The sale agreement entered into between the Plaintiffs and the Defendants 1 to 5 is not denied by the Defendants. There is no pleading to the effect that the agreement of sale is a fabricated one. The Defendants herein have also not denied the receipt of consideration under the agreement. Therefore, it is categorically clear that the Plaintiffs have completed their part of obligation under the agreement of sale and they are ready and willing to perform their obligations under the agreement of sale. The Defendants 2 to 5 have not filed any documents or adduced any oral evidence to establish the fact that they are ready and willing to perform their part of obligation under the agreement of sale. In fact, the 9th Defendant has also not adduced any oral evidence or filed any documents in support of their pleadings.



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(b) Clause 5 of Ex.P2 sale agreement stipulates that in the event of full payment of the said consideration amount being made on or before the period of this agreement and an N.O.C produced by the purchaser from the original agreement holder H.Anraj, the vendors shall agree to execute the necessary sale deed or give registered a Power of Attorney either in whole or parts and execute all such documents in favour of the purchasers or in favour of his nominee/nominees any time when called upon to do so either directly by them or through the Power of Attorney mentioned above. This clause categorically establishes the fact that under the agreement of sale, the performance of either parties to conclude the contract runs when the event stipulated in clause 5 is fulfilled. The event has not been fulfilled till the institution of the suit and on the contrary, the Defendants 1 to 5 colluding with the Defendants 6 to 8 executed a sale deed in favour of the Defendants 9 to 11 and it is only thereafter the Plaintiff came to the knowledge about their illegal act in the breach of contract.

(c) The suit has been filed only after obtaining the leave from this Court and this has not been controverted to by the Defendants and hence, the Defendants are estopped from contending that the suit is not maintainable for want of jurisdiction.

(d) The sale deed dated 14.03.2011 clearly reveals that the Defendants 6 to 8, who are the legal heirs of Late H.Anraj and who have no right, title and interest over the property colluded with others, executed an illegal



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sale deed in favour of the Defendants 9 to 11. The recitals of the sale deed clearly stipulates the agreement entered into between the said H.Anraj and the Defendants 1 to 5 and on the contrary clearly excludes the agreement dated 07.07.2007 entered into with the Plaintiffs herein. This illegal act clearly establishes the fact that the above said document has been fabricated without any documents of title. The Defendants 9 to 11 are only subsequent purchasers and hence, they have no locus-standi to question about the contract in question. Hence, the sale deed dated 14.03.2011 is null and void. Accordingly, the suit is to be decreed, as prayed for.

10. The learned counsel for the Defendants 2 to 5 has made the following submissions:-

- (a) The Defendants are the absolute owners of the suit property and the suit property is at present being shown as 'Anadheenam' in the revenue records of the Government. The alleged Sale Agreement is a fabricated document. The suit is barred by limitation and not maintainable for want of jurisdiction. No document or bank statement has been produced to show the transfer of consideration and that they were ready and willing to pay the balance and demand the execution of the sale deed.
- (b) The vendors of sale deed, namely, are C.Sathyanarayana Reddi, C.Yeshvant Narayana, C.Vasanth and C.Dhavanathini, along with Nirmal Gadhiya, A. Sushila Devi and H.Sita Bai, as confirming parties conveying a portion of the suit Schedule property to and in favour of



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Defendants 9 to 11. However, the said persons have not been arrayed as parties to the present Suit. Hence, the suit is bad for mis-joinder of unnecessary parties and non joinder of necessary parties. The suit is also suffering with insufficiency of court fees, Hence, the suit is liable to be dismissed.

11. Issue no.1: It is contended by the learned counsel for the defendants 2 to 5 that the subject matter of the suit is situated in Thiruporur Village and Taluk which comes under the original jurisdiction of the Chengalpet District Court and hence, this Court has no jurisdiction to entertain this suit. On perusal of records would show that this Court had granted leave to file the suit in A.No.3394 of 2013 dated 01.08.2013 After obtaining leave from this Court only, the suit has been filed by the plaintiffs. Hence, this issue is answered accordingly.

12. Issue Nos. 4 & 5 : PW1 deposed that the defendants 1 to D5 are the legal heirs of one Sundarrajan. Sundarrajan's father Janarthanam was a freedom fighter and the Government has assigned 5 acres of land in favour of late Janarthanam on 06.07.1966. He further deposed that on 31.05.2004, the defendants 1 to 5 had entered into an agreement with one H.Anraj in respect of suit schedule property. The copy of sale agreement is marked as Ex.P1. The said Anraj died leaving his legal heirs namely the defendants 6 to 8. He further deposed that D1 to D5 had entered into a sale agreement with the plaintiff on 07.07.2007. The copy of the sale agreement is marked as Ex.P2. The



balance sale consideration is Rs.35,00,000/- and the plaintiff has paid Rs.20,00,000/- by way of cheque. While the said sale agreement was in existence, the defendants 1 to 5 and 6 to 8 had colluded with each other with the vendors 1 to 4 namely, Sathyanarayana Reddy, his wife and his children, had executed a sale deed dated 14.03.2011 in favour the defendants 9 to 11. The copy of the sale deed is marked as Ex.P4.

13. DW1 deposed that originally the suit schedule property was assigned by Government in favour of grand father of the defendants 2 to 5. On 31.05.2004, the defendants 1 to 5 herein had entered into a sale agreement with Anraj. He further deposed that in 2005, the 1st defendant namely Radhabai came to know that on 09.05.1981, the Sub Collector, Chengalpattu had cancelled the assignment. On appeal before the District Revenue Officer, Kancheepuram had restored the assignment on 01.12.2005. Subsequently, on 28.10.2006, the Collector on revision, suo motu cancelled the assignment. Based on the objection, the matter was again re-examined by the Commissioner of Land Administration and the said assignment was restored. He further deposed that Sathyanarayana Reddy, C.Yashwanth Narayana, C.Dhanavanthini claiming themselves as owners of the suit schedule property had given a public notice in The Hindu dated 14.10.2009, calling for objection regarding the proposed sale of schedule property. Thereafter, the defendants 2 to 5 have raised their objection. Subsequentl, all further proceedings in the transaction were



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stopped.

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14. DW1 further deposed that later, the defendants 2 to 5 have approached the Tahsildar seeking transfer of patta, but the patta transfer was not effected in their name. Though the said Sathyanarayana Reddy has no title over the suit schedule property, he executed a settlement deed in favour of his son measuring an extent of 3.62 acres out of the entire property. The said Sathyanarayana and his family members along with the defendants 6 to 8 conveyed 3.62 acres of suit schedule property in favour of the defendants 9 to 11. After knowing the illegal conveyance of the major part of the suit schedule property, the defendants 1 to 5 have filed a complaint before the Inspector General of Registration on 03.05.2013 and the same is still pending.

15. In this case, on perusal of Ex.P2 sale agreement dated 07.07.2007, it would reveal that Radhabai, Lakshmi, Nandakumar, Udayakumar and Kamaladasan were mentioned as vendors. Mathialagan and Vetrivel were mentioned as purchasers. But the name of M/s.First Real Estates Company P.Ltd., was not mentioned. The said Radhabai, Lakshmi and Kumaran had only signed as vendors and Mathialagan had signed as purchaser. Further, in Ex.P2 sale agreement, it is mentioned that the vendors wanted to sell the property through the power of attorney agent Mr.H.Anraj. But, the said Anraj did not sign in the



agreement. This was not properly explained by the plaintiffs. Furthermore, in the agreement, the total sale consideration has not been mentioned in both the sale agreement and in the plaint. Further, in Ex.P2 sale agreement, it is mentioned that the assignment dated 06.07.1966 had been cancelled by the Revenue Divisional Officer Chengalpattu, vide proceedings dated 09.05.1981 and that the vendors as the legal heirs have appealed to the higher authorities for restoration of patta in their name.

16. In this case, the plaintiffs have not whispered anything whether they had seen the parental document before entering into the sale agreement. DW1 in his evidence deposed that the defendants 2 to 5 have approached the Tahsildar seeking transfer of patta, but the patta transfer was not effected in their name. So, the vendors of plaintiff's title itself is questionable. Hence, the plaintiffs cannot seek any remedy through the sale agreement (Ex.P2) dated 07.07.2007. It is clear that without verifying the parental documents, the plaintiffs had entered into an agreement with the defendants 1 to 5 is unenforceable. Hence, the issue no.5 is answered against the plaintiffs. In view of the issue no.5 is negatived, the plaintiffs cannot seek the relief of specific performance and accordingly, issue no.4 is also answered against the plaintiffs.

17. Issue Nos.3 & 6: The plaintiffs sought a direction to declare Ex.P3 sale



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deed dated 14.03.2011 allegedly executed by the defendants 6 to 8 and the vendors 1 to 4 of the sale deed to and in favour of the defendants 9 to 11 herein as null and void. On perusal of Ex.P3 would reveal that the vendors in the said sale deed namely, C.Sathyanarayana Reddy, C.Yashwanth, Vasantha, Dhanavanthini along with Nirmal Gandhiya, A.Sushila Devi and H.Sita Bai had conveyed a portion of the suit schedule property to the defendants 9 to 11 namely, Ramniyam Real Estates (P) Ltd., Shreyas Investments and The Baluanand Finance Ltd., However, the above said persons have not been arrayed as parties to the present suit. Hence, the suit is bad for non-joinder of necessary parties and hence, issue no.3 is answered against the plaintiffs. In view of the issue no.3 is negatived, issue no.6 is also answered against the plaintiffs.

18.Issue no.2: The learned counsel for the defendants mainly contended that the sale agreement is dated 07.07.2007 and from the date of sale agreement, the plaintiffs ought to have filed the suit for specific performance within a period of three years. But, the suit has been filed in the year 2013 and hence the suit is clearly barred by limitation. PW1 in his cross examination admitted that he has not approached this Court within a period of three years from the sale agreement. Hence, it is clear that the plaintiffs have not approached this Court within the period of three years from the date of sale agreement. In view of the above, this issue is answered against the plaintiffs.



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19. Issue No.7: In this case, the plaintiffs have not issued any notice regarding their readiness and willingness to perform their contract. Further, they have not stated anything about readiness and willingness in the plaint or in their evidence. Therefore, this issue is answered against the plaintiffs.

20. Issue No.8: It is contended by the learned counsel for the defendants 2 to 5 that the suit has not been valued properly and in the year 2011, the guideline value of the property has been revised by the Government which came into effect; but the plaintiffs have concealed the information regarding the actual value of the suit property and undervalued the suit showing the alleged sale agreement and sale consideration and thereby stamped insufficiently. On perusal of Ex.P4 complaint dated 04.01.203, it is mentioned that the total sale consideration is Rs.2,75,00,000/-. But the same has not been mentioned in both the sale agreement, in the plaint and also in the evidence. In Ex.P2, it is mentioned that the balance sale consideration is Rs.35,00,000/-. Hence, it is clear that the suit has not been properly valued and accordingly, this issue is answered against the plaintiffs.

21. From the above discussions, this Court is of the considered view that the plaintiffs have not proved their case by way of oral and documentary evidence



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and hence, the plaintiffs are not entitled for any relief as prayed for.

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22. In the result, the suit is dismissed with costs.

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Index:Yes/No

Web:Yes/No

Speaking/Non Speaking

Srcm /uma

Witnesses examined on the side of the Plaintiffs:

PW1 - S.Mathialagan

Documents marked on the side of the Plaintiffs:

Ex.P1 31.05.2004 Certified copy of sale agreement entered into between the defendants 1 to 5 and H.Anraj vide document No.2174/2004.

Ex.P2 07.07.2007 Photocopy of sale agreement entered into between the defendants 1 to 5 and the plaintiffs.

Ex.P3 14.03.2011 Certified copy of sale deed entered into between the defendants 6 to 8 along with the vendors 1 to 4 in favour of the defendants 9 to 11.

Ex.P4 04.01.2023 Copy of the complaint submitted by the plaintiffs to the Commissioner of Police, Chennai City, Egmore, Chennai-8.

Witnesses examined on the side of the defendants:

DW1 - Nandakumar

Documents marked on the side of the defendants:

Ex.D1 31.05.2004 Certified copy of registered sale agreement document no.2174/2004

Ex.D2 25.04.2006 Certified copy of registered power of attorney document no.752/2006



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A.A.NAKKIRAN, J.

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Pre-Delivery Judgement in
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