



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Date of Reserving the order	Date of Pronouncing the order
16.02.2023	02.03.2023

CORAM:

**THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN
and
THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN**

**A.S.(MD)No.10 of 2013 &
C.M.P.(MD)No.11303 of 2022
and
C.R.P.(MD)No.1541 of 2013 (NPD) &
M.P.(MD)No.1 of 2013**

A.S.(MD)No.10 of 2013:-

J.Suniram ... Appellant
vs.

1.M.Razia Beham
2.M.Sulthan Ibrahim
3.M.Rafia
4.M.Palkil ... Respondents

Prayer :- First Appeal filed under Section 96 of C.P.C., to allow the above Appeal filed by the appellant and consequently, set aside the judgment and decree of dismissing the suit in O.S.No.95 of 2009, on the file of the Additional District-cum-Sessions Judge, Dindigul, dated 20.09.2012 with cost.

For Appellants : Mr.S.A.Ajmalkhan

For Respondents : Mr.M.Ajmalkhan
Senior Counsel
for M/s.Ajmal Associates



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

C.R.P.(MD)No.1541 of 2013 (NPD):-

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1.M.Razia Beham
2.M.Sulthan Ibrahim
3.M.Rafiya
4.M.Balkees

... Petitioners

vs.

J.Suniram

... Respondent

Prayer :- Civil Revision Petition filed under Article 227 of the Constitution of India, against the order dated 14.02.2013, made in O.S.No.95 of 2009, on the file of the Additional District and Sessions Judge, Dindigul.

For Petitioners : Mr.M.Ajmalkhan
Senior Counsel
for M/s.Ajmal Associates

For Respondent : Mr.S.A.Ajmalkhan

COMMON JUDGMENT

DR.G.JAYACHANDRAN, J.

Appeal Suit(MD)No.10 of 2013 filed by the plaintiff being not satisfied with the judgment and decree passed on 20.09.2012, in O.S.No.95 of 2009, on the file of Additional District and Sessions Court, Dindigul.

2. For the sake of convenience, the parties are described as per description in the suit.



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

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3. The suit for specific performance of the unregistered sale agreement, dated 12.02.2008 or in alternate to refund the advance of Rs.10,00,000/- with interest was partly allowed by the trial Court, directing the defendants to refund the advance money of Rs.10,00,000/- with litigation costs of Rs.4,14,903/- within one month.

4. According to the plaintiff, on 12.02.2008, he entered into an agreement of sale of immovable property with the defendants, the legal heirs of the late Mohammed Yusuf Ravuththar, who died intestate on 24.11.2003, leaving behind the suit schedule property. The defendants agreed to sell the suit scheduled property, admeasuring 2 Acres and 39 ½ Cents at the rate of Rs.25,000/- per Cent and received advance of Rs.10,00,000/- through cheque drawn at State Bank of India, Thousand Light Branch, Chennai, and agreed to hand over the original documents related to the property within three months and execute the sale deed on receipt of the balance sale consideration. At the time of entering into the agreement, the defendants assured that they have not agreed to sell the property to anyone else earlier and if any such agreement made, they will cancel the same and get the no objection letter from the previous agreement holder. Likewise, if the vendors could not complete their part of contract, the buyer can cancel the sale agreement, get refund of the advance money.

5. The plaintiff was always ready and willing to perform his part of the



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

agreement, but the defendants delayed in handing over the original documents, pertaining to the suit property and the death certificate of Mohammed Yusuf Ravuththar. They did not arrange for survey and measure the property. The plaintiff later came to know that the said Mohammed Yusuf Ravuththar, during his life time, had entered into a sale agreement with one M.P.Murugesan on 30.03.1999 and received advance of Rs.5,00,000/-. He has also executed a Power of Attorney Deed in favour of M.P.Murugesan and handed over the title documents to the said Murugesan and these facts were deliberately suppressed by the defendants. Knowing the earlier agreement with Murugesan, the plaintiff caused notice, dated 05.05.2008 to the defendants to cancel the previous sale agreement and power of attorney executed in favour of Murugesan by Mohammed Yusuf Ravuththar and executed the sale deed in his favour, receiving the balance sale consideration. To the said notice, the defendants/respondents through a reply notice, dated 15.05.2008, informing that they have sent notice to Murugesan on 14.05.2008 to cancel the deed he had entered with Mohammed Yusuf Ravuththar and hand over the original documents held by him.

6. Since the conduct of the defendants indicates that they are intent to commit breach of the agreement entered with him and making attempt to alienate the property to third party, to avoid multiplicity of proceedings, the plaintiff filed O.S.No.209 of 2008 for injunction restraining the defendants from creating any



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

encumbrance to the suit property and in the said suit, ad-interim injunction was granted. Subsequent to the suit, the plaintiff, through mediators, tried to bring the defendants to execute the sale deed after deducting 28 Cents of land acquired by the Government for road expansion, but the said attempt failed, since the defendants demanded additional sum of Rs.10,000/- per Cent without excluding 28 Cents acquired by the Government. Hence, the suit for specific performance to execute sale deed in respect of 2 Acres and 11 ½ Cents of land or in alternate, to refund of advance amount Rs.10,00,000/- with compensation of Rs.5,00,000/- for mental agony with 24% interest.

7. The suit was contested by the defendants. In their written statement, it was contended that, it is true that they entered into an agreement on 12.02.2008 and received advance of Rs.10,00,000/-. All the original documents of the suit properties are with the defendants. They were ready to execute the sale deed, if the plaintiff pays the balance sale consideration within the three months period as agreed, but the plaintiff, who had no wherewithal to pay the balance consideration, did not come forward to perform his part of contract. Contrarily, with false accusation, issued notice dated 05.05.2008. The same was suitably replied. The plaintiff know that the previous agreement with M.P.Murugesan was cancelled by Mohammed Yusuf Ravuththar on 08.01.2001. Therefore, there was no encumbrance over the suit property, when they entered into agreement with the plaintiff. Clarifying the same, in



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

the reply notice, dated 15.05.2008, the defendants gave one month time for the plaintiff to pay the balance money and get the sale deed registered. Despite the extension of time, the plaintiff did not make any attempt to fulfil the terms of the agreement. The plaintiff instead of paying the balance sale consideration within the extended period, filed a vexatious suit at Palani Sub-Court in O.S.No.209 of 2008 and same was dismissed for default on 30.10.2009. The plaintiff failed to pay the balance sale consideration within the time agreed and get the sale deed executed in his favour. However, the defendants as per the terms of the agreement, returned the advance money through two demand drafts each for Rs.5,00,000/- drawn in favour of the plaintiff on 02.11.2009 and 03.11.2009. The plaintiff, who received the drafts on 05.11.2009 sent through post, returned the drafts along with his lawyer notice, dated 13.11.2009. Thus, the agreement duly terminated and even now the defendants are ready to deposit the advance money in the suit account for the plaintiff to receive. The breach of agreement is in fact committed by the plaintiff. He was never ready and willing to perform the contract. Hence, the defendants are not liable to pay any compensation as claimed in the suit. By inventing new reasons to cover up his incapacity to pay the balance amount, the suit for specific performance is filed without any cause of action.

8. Based on the pleadings, the trial Court framed the following issues:-

(1) Whether the defendants to be directed to receive the balance sale



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

consideration of Rs.42,87,500/- and execute the sale deed in respect of the suit property accepting the plea of the plaintiff to specifically perform the contract?

(2) Whether the plaintiff is entitled for alternate relief of refund of Rs.15,00,000/- with 24 % interest?

(3) Whether the plaintiff has failed to perform his part of contract and therefore, the suit agreement become expired?

(4) Whether the plaintiff is entitled for any other relief?

9. On behalf of the plaintiff, the plaintiff and three others were examined as P.W.1 to P.W.4 and 19 documents were marked as Ex.A.1 to Ex.19. On behalf of the defendants, second defendant was examined as D.W.1 and 15 documents were marked as Ex.B.1 to Ex.B.15. The Advocate Commissioner's report and Sketch were marked as Ex.C.1 and Ex.C.2. Ex.A.1 is the unregistered agreement, dated 12.02.2008, which is the subject matter of the suit. As per the recital of the agreement, the parties have accepted to complete the contract within three months. A week before expiry of the three months period, the plaintiff has caused notice Ex.A.2, dated 05.05.2008. The same has been received by the second defendant on 07.05.2008 and the acknowledgment card is marked as Ex.A.3. The notice sent to the defendants 1, 3 and 4 returned as unserved and the unserved covers are marked as Ex.A.4. Thereafter, the plaintiff has caused a public notice in the local vernacular newspaper on 14.11.2008, warning the third parties from entering into any sort of



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

agreement with the defendants in respect of the suit property. The said notice cautioning the public is dated 14.11.2008 and the same is marked as Ex.A.6. Two demand drafts each Rs.5,00,000/- drawn in favour of the plaintiff by the defendants along with Advocate notice, informing that they have cancelled the agreement and returning the advance money received is marked as Ex.A.8. The demand drafts sent back to the plaintiff along with their reply is marked as Ex.A.9. To show that the plaintiff had enough fund to pay the sale consideration, the plaintiff has marked the bank passbook as Ex.A.15, Ex.A.16 and Ex.A.17. The documents relied by the defendants are the judgment and decree passed by the Sub Court, Palani, in O.S.No. 209 of 2008, dated 16.10.2009. The title deed of the properties indicating Mohammed Yusuf Ravuththar as the Title Holder is marked as Ex.B.5 and Ex.B.6. The Patta in favour of Mohammed Yusuf Ravuththar, Death Certificate of Mohammed Yusuf Ravuththar, Legal Heirship Certificate of Mohammed Yusuf Ravuththar, cancellation of Power of Attorney Deed executed by Mohammed Yusuf Ravuththar in favour of M.P.Murugesan, the notice caused by the defendants through Advocate to the Managing Director of Green Privilege, the reply received, re-joinder sent by the defendants are all other documents relied by the defendants.

10. The trial Court after consideration of the deposition of the witnesses and exhibits stated above, had come to the conclusion that the plaintiff is not entitled for the relief of specific performance. However, the advance amount received by the



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

defendants are to be returned without interest and cost for the litigation to be paid by the defendants.

11. Appeal Suit is filed by the plaintiff for not granting the main relief and Civil Revision Petition is filed by the defendants against the direction, directing them to pay the litigation cost of Rs.4,14,903/-. Pending appeal, the defendants/respondents have taken out an application to receive additional document namely, the plaint and written statement filed in O.S.No.209 of 2008, to canvass the point that the suit for specific performance is hit by Order 2 Rule 2 of C.P.C. The plaintiff had filed the suit for bare injunction without reserving the right or obtaining the leave of the Court to file the suit for specific performance subsequently. Hence, the plaintiff ought and might to have filed the suit for the entire relief. Having omitted to seek the relief of specific performance and not obtained any relief to file the suit subsequently, the subsequent suit for specific performance is hit by Order 2 Rule 2 of C.P.C.

12. In the grounds of appeal, the appellant has stated that as per the suit sale agreement Ex.A.1, the defendants bound to clear all the encumbrances existing in the suit property. They agreed to survey the suit property and measure it for fixation of the exact sale consideration to be paid. Having agreed to sell property free from encumbrances, without disclosing the earlier sale agreement, the intention of the defendants to put the plaintiff at peril is proved. Further, through the notice to



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

M.P.Murugesan, marked as Ex.B.12, clearly discloses the fact that the original documents are held by M.P.Murugesan and the defendants have come forward to offer Rs.5,00,000/- received as advance from him to get back the original documents. Therefore, the trial Court ought not to have held that the defendants had all their original documents with them at the time of entering into the agreement and also, the trial Court failed to consider Ex.B.13 Notice, dated 31.05.2008, issued on behalf of M.P.Murugesan reiterating that his agreement with Mohammed Yusuf Ravuththar still subsists. Thus, when the plaintiff has proved his ready and willingness through his bank passbook, marked as Exs.A.15 to A.17, ignoring the same, the trial Court had only granted alternate relief, that too, without any compensation for the damages caused. The alleged cancellation of Power of Attorney executed by Mohammed Yusuf Ravuththar, marked as Ex.B.11, is not valid in law, since it is an unilateral cancellation. Therefore, the Court below ought to have considered that the defendants have admitted to sell the encumbered property without disclosing the encumbrance and therefore, the defendants cannot take advantage of their own fault and deprive the benefit of decree of specific performance.

13. Per contra, the learned Senior Counsel appearing for the respondents/defendants submitted that the delay in performing the contract totally attributable to the conduct of the plaintiff and the same has been proved through their own document as well as the document relied by the defendants. Only after due



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

appreciation of those documents, the Court below has come to the conclusion that having entered into an agreement on 12.02.2008 with the specific understanding that the transaction should be completed within three months and when there was no shadow of doubt over the title in the property and in the absence of any material encumbrance, the plaintiff, who seeks for specific performance, should prove his ready and willingness at all times and also bound to explain why he has not sought for specific performance, when he instituted the suit in O.S.No.209 of 2008, restricting the relief of bare injunction and the suit for specific performance was filed nearly 1 ½ years after the cause of action arose for filing. The bank passbooks relied by the appellant/plaintiff also does not show that he had adequate money on or before the expiry date to perform the contract.

14. The defendants as soon as realizing that the plaintiff is not ready and willing to perform the contract and tried to give lame excuse, soon after dismissal of the injunction suit, has refunded the money advanced through demand drafts and the same is proved through Exs.A.8 and A.9. Therefore, having refused to receive the money refunded, he has no right to seek an alternate relief for refund of the money and also compensation for the mental agony. The trial Court though had rightly declined to grant any relief by way of compensation, had erroneously allowed the suit granting alternate relief with litigation cost. It is the plaintiff, who has invited the litigation in spite of returning the advance money and therefore, he has to bear



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

the cost and not the defendants.

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15. Considering the rival submissions, the following point for determination is framed.

Whether the plaintiff had proved his ready and willingness to perform the contract?

16. Ex.A.1 is the sale agreement dated 12.02.2008. Three months time fixed to perform the contract and within the said time, the vendor has agreed to produce all the original documents relating to the property including the encumbrance certificate, death certificate of Mohammed Yusuf Ravuththar, legal heirship certificate of Mohammed Yusuf Ravuththar and the Sketch. There is also a clause in the agreement, ascertaining that the members of the first party have not entered into any other previous agreement for sale and if any agreement for sale is entered, they will cancel the agreement and get the no objection from that agreement holder for selling the property to the purchaser namely, the plaintiff. In case, if the vendor has not submitted all the original documents mentioned and delayed the conclusion of the contract, then, the vendor can refund the advance money and cancel the agreement. Thus, one of the parties to the litigation, namely, the plaintiff relying upon the recital found in their agreement Ex.A.1 alleges that the defendants had no right to retain the original document connected with the property with them. Whereas, the other party to the agreement claims that he had all the original documents with him and also



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

informed the same to the plaintiff, but the plaintiff has delayed the execution and has not come forward with the balance sale consideration.

17. To test, two among these two parties have come out with plausible explanation in support of their pleadings, it is necessary to look at Ex.A.2, legal notice, dated 05.05.2008, sent by the plaintiff to the defendants.

18. The receipt of the said notice marked as Ex.A.2 is admitted by the contesting defendant and in fact, he has also given a reply. In this notice, it is alleged that the vendors [defendants] have not disclosed the earlier agreement and Power of Attorney Deed. The alleged earlier agreement and Power of Attorney was not executed by the defendants to their father Mohammed Yusuf Ravuththar. It is to be proved by the defendants through Ex.B.11 that the Power of Attorney executed by Mohammed Yusuf Ravuththar in favour of M.P.Murugesan has been cancelled on 08.01.2001. Though it is contended by the plaintiff's counsel that it is an unilateral cancellation of Power of Attorney, which is not valid in the eye of law, on the death of Mohammed Yusuf Ravuththar on 24.11.2003, the Power of Attorney executed by him has lost its validity. Even assuming that Mohammed Yusuf Ravuththar has entered into an agreement with Green Privilege, Represented by M.P.Murugesan, in the year 1999 till the defendants caused notice Ex.B.12, dated 14.05.2008, to Green Privileges and M.P.Murugesan, they have not sought for any enforcement of agreement of sale. After 9 years of the execution of the sale agreement and the



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

agreement holder had not initiated any legal proceedings for enforcement of that agreement, the said agreement, by efflux of time, has become unenforceable.

19. Therefore, the allegation of the plaintiff that the defendants at the time of entering into an agreement with him, had not disclosed the previous agreement entered between their purchasers in title with M.P.Murugesan has no force, since those two documents had last its validity long back. Even, if assuming that the plaintiff vide Ex.B.12, had requested M.P.Murugesan to return back the document on receiving the advance amount of Rs.5,00,000/-, that will not enhance the case of the plaintiff, who had for no reason, not come forward to pay the balance amount and seek for specific performance at the earliest point of time, *i.e.*, when he received Ex.A.4, which was sent by the second respondent informing the plaintiff that the original documents are with them and any time, the plaintiff can come and register the sale deed after paying the balance sale consideration and for that purpose, the vendor/defendants have extended the time to complete the contract by one month. So, in all probabilities, either the plaintiff should have completed the contract or should have paid the balance amount and got the deed registered or to have filed the suit for specific performance. If the defendants have not come forward to execute the sale deed by handing over the original document as found in Ex.A.4. The plaintiff has filed a suit for injunction in O.S.No.209 of 2008. The judgment and decree passed in that suit marked as Exs.B.1 and B.2. The suit has been presented on 06.11.2008 and the same was dismissed on 16.10.2009, after completion of pleading



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

for non-appearance of the plaintiff.

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20. It is contended by the learned Senior Counsel for the respondents that after filing of the written statement in O.S.No.209 of 2008, realizing that the suit will not maintainable and he will not succeed in the suit, to avoid adverse order, he remained *ex-parte* and allowed the suit to be dismissed. However, the pleadings in the earlier suit, which was dismissed for default, will stand as a bar under Order 2 Rule 2 of C.P.C. for not pursuing the relief in a whole and for that purpose also, taken out an application to receive the pleadings in O.S.No.209 of 2008 as additional document.

21. This Court, on considering the other evidence, finds that even without perusing the pleadings in O.S.No.209 of 2008, it is very clear from the plaint averments itself that the suit was filed after dismissal of O.S.No.209 of 2008 and the interim order granted in I.A.No.452 of 2008 form part of the plaint pleading and on the date of filing of the previous suit, the cause of action for seeking the relief of specific performance was available for the plaintiff. However, he has not chosen to seek the relief of specific performance, while filing the suit for bare injunction and also he has not reserved the right to file subsequent suit for specific performance. That apart, to test whether the plaintiff satisfies the requirement of Section 16(c) of the Specific Relief Act, namely, the ready and willingness to perform his part of contract, not only the casual response after the refusal to execute the sale deed, this



*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

Court finds that vide Ex.A.4, the second defendant has made clear to the plaintiff that he is ready with all documents and it is for the plaintiff to pay the balance sale consideration and get the sale deed executed within one month, since three months period fixed under the agreement Ex.A.1 has already expired. The plaintiff, for the said reply, had reacted only after six months, by placing a public warning notice on 14.11.2008 in Daily Thanthi newspaper, which is marked as Ex.A.6. After filing O.S.No.209 of 2008 on 06.11.2008 and getting an ex-parte ad interim injunction, the conduct of the plaintiff clearly reveals that he had no intention to complete the contract and his unwillingness is exposed by filing the suit in O.S.No.209 of 2008, then, seeking the relief of specific performance. Knowing well that if he had filed a suit for specific performance, the Court might have directed him to deposit the balance sale consideration and his documents namely, Exs.A.15 to A.17 does not indicate that all along during the relevant point of time, he had balance of Rs.46,00,000/-, which was required to complete the contract.

22. The learned counsel for the appellant submitted that the subsequent suit for specific performance is not barred by Order 2 Rule 2 of C.P.C. when the defendants had not raised the plea to reject the plaint before the trial Court on that ground. In support of his argument, the learned counsel for the appellant relied upon the judgment in **G.Bagyalakshmi and others vs. Nachimuthu (Died) and others** reported in **2022 (5) CTC 305**.



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A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

23. Regarding the ready and willingness, the learned counsel for the appellant relied upon the judgment of the Hon'ble Supreme Court in **V.S.Ramakrishnan vs. P.M.Muhammed Ali** reported in **2022 (4) TNLJ 507 (Civil)**, wherein in the absence of an issue regarding ready and willingness, the Court cannot hold the plaintiff not ready and willing to perform the contract.

24. Relying upon the judgment of the Hon'ble Supreme Court in **P.Ramasubbamma vs. V.Vijayalakshmi and others** reported in **2022 SAR (Civil) 483**, the learned counsel for the appellant submitted that the vendor, who has admitted the execution of agreement of sale and the advance sale consideration, cannot deny the execution of the sale deed on receipt of the balance sale consideration.

25. Relying upon **Zarina Siddiqui vs. A.Ramalingam alias R.Amarnathan** reported in **2014 (6) CTC 319**, the learned counsel for the appellant submitted the defendants have suppressed the material fact, namely, the previous encumbrance in the property created by Mohammed Yusuf Ravuththar and therefore, the discretionary relief of specific performance based on equity, ought not to have been denied to the plaintiff.



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A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

26. Per contra, the learned Senior Counsel appearing for the respondents relying upon the judgment rendered in **M.Jayaprakash Narayanan vs. Santhammal and others** reported in **2017 (4) LW 540** submitted that the suit for enforcement of part of the contract is not maintainable and in this case, while the agreement was for 2 Acres and 39 ½ Cents, the suit for specific performance is filed only for execution of deed in respect of 2 Acres and 11 ½ Cents.

27. Relying upon the judgment of the Hon'ble Supreme Court in **Smt.Katta Sujatha Reddy vs. Siddamsetty Infra Projects Pvt. Ltd. and others** reported in **AIR 2022 SC 5435**, the learned Senior Counsel submitted that the pre-amended Specific Relief Act 1963, envisages the relief of specific performance as an equitable relief and post-amendment is only retrospective in effect. Section 16(c) of the Specific Relief Act pre-amendment can be put into force only if the purchaser proves his ready and willingness to perform the contract.

28. In this case, the time for performing the contract has been specifically agreed as three months. The plaintiff has come forward to cause notice on 05.05.2008, hardly, 7 days before expiry of three months time. He got reply from the defendants on 15.05.2008, but he did not come forward to pay balance sale



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

consideration and get the sale deed registered. He only tried his luck in the bare injunction suit and got an ex-parte injunction and after written statement, realizing that he cannot succeed in the suit, he allowed the suit to be dismissed for default and then, filed the suit for specific performance. This amply exposes that the plaintiff is not ready and willing to perform his part of contract within the time granted and even thereafter. In support of the said submission, the learned Senior Counsel relied upon the following judgments of the Hon'ble Supreme Court

(i) **U.N.Krishnamurthy (since deceased) Through Lrs. vs. A.M.Krishnamurthy** reported in **2022 SCC Online 840**

(ii) **Shenbagam and others vs. K.K.Rathinavel** reported in **2022 SCC Online 71.**

29. This Court has no second opinion about the legal principle laid down by the Hon'ble Supreme Court and High Court through the judgments, which have been cited by the learned counsel on either side.

30. As far as the facts of this case is concerned, the agreement dated 12.02.2008, has been explicitly rescinded by the Vendor through the notice dated 03.11.2009, which was accompanied with two Demand Drafts for Rs.5,00,000/- each, being the advance money received by the defendants. This document Ex.A.8 gives a clear cause of action for the plaintiff to seek for specific performance, if he



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

was not willing to get back the advance money. From his own conduct by returning the two Demand Drafts along with the notice, dated 14.11.2009, which is marked as Ex.A.10, it is clear that he wants specific performance of the contract and not refund of the money advanced. But, though he claims that he was ready and willing all along, the conduct of the plaintiff seen from the evidence, does not indicate that he was ready and willing soon after he received the reply from the second defendant on 15.05.2008 and also his bank accounts starting from 12.02.2008 to 02.11.2009, this Court finds that he had no balance exceeding Rs.14,00,000/- at any point of time. Whereas, on 15.05.2008 and on the date of filing the suit, it is admitted that the balance sale consideration payable is Rs.42,87,500/-. This fact is singularly enough to uphold the judgment of the trial Court. Being an equitable relief, the trial Court has ordered refund of the advance received by the defendants, who themselves had come forward to refund it as early as on 03.11.2009. However, the trial Court had declined the prayer for interest to the advance amount for the same reason stated above.

31. As far as the litigation cost, this Court finds force in the contention raised by the defendants in their C.R.P.(MD)No.1541 of 2013, challenging the judgment mulcting the cost on them for no fault of them. It is a fact that the respondents (Vendors) came forward to return the money received as advance and also sent two Demand Drafts for Rs.5,00,000/- each. This was returned back to Vendors. While



A.S.(MD)No.10 of 2013
C.R.P.(MD)No.1541 of 2013 (NPD)

so, in the suit for specific performance filed belatedly and refused to receive back the advance money, the suit is invited by the plaintiff, for which, the defendants need not pay the costs. Therefore, Appeal Suit(MD)No.10 of 2013 is dismissed. Civil Revision Petition(MD)No.1541 of 2013 is allowed. No order as to costs. C.M.P. (MD)No.11303 of 2022, which has been filed to receive the additional document, is superfluous and therefore, the same is closed. M.P.(MD)No.1 of 2013 is also closed.

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
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[G.J., J.] [K.K.R.K., J.]
02.03.2023

To

- 1.The Additional District and Sessions Judge,
Dindigul.
- 2.The Section Officer,
V.R. Section (Records),
Madurai Bench of Madras High Court,
Madurai.



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*A.S.(MD)No.10 of 2013 and
C.R.P.(MD)No.1541 of 2013 (NPD)*

DR.G.JAYACHANDRAN, J.
and
K.K.RAMAKRISHNAN, J.

SMN2

PRE-DELIVERY COMMON JUDGMENT MADE IN
A.S.(MD)No.10 of 2013
& C.R.P.(MD)No.1541 of 2013 (NPD)

DATED : 02.03.2023