



A.S(MD)No.43 of 2018

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: .09.2023

CORAM:

**THE HONOURABLE DR.JUSTICE ANITA SUMANTH
AND
THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR**

A.S.(MD)No.43 of 2013
and
C.M.P.(MD)No.9307 of 2021

Mohammed Abubacker Siddiq

...Appellant

/Vs./

1.A.P.M.S.Habbeebal (died)
2.A.P.M.S.Sahulhamed (died)
3.Sainammal
4.S.Sulitha Parveen
5.Minor S.Fathima Rumysha

...Respondents

[4th respondent is brought on record as legal heir of the deceased second respondent vide order dated 22.09.2022]

[5th respondent is brought on record as additional legal heir of the deceased second respondent vide order dated 22.09.2022 and is represented through her guardian and mother fourth respondent herein]

PRAYER:- Appeal Suit- filed under Section 96 of the Civil Procedure Code, to set aside the judgment and decree passed in O.S.No.23 of 2011 on the file of the III Additional District and Session Court, Tirunelveli dated 26.09.2012.



A.S(MD)No.43 of 2018

WEB COPY

For Appellants : Mr.Lakshmi Gopinathan
for M/s.Polax Legal Solutions
For Respondent : Mr.Ajmal Khan
for M/s.Ajmal Associates

JUDGMENT

(Judgment of the Court was delivered by **DR.ANITA SUMANTH, J.**)

The appellant was the plaintiff in the suit. The suit had been filed seeking specific performance of an agreement as against the respondents in respect of the property in Survey No.230/2A and 228/A1 at Krishnapuram Village, Kadaiyanallur, Tenkasi (in short 'suit property').

2.The suit property had originally belonged to one APN.Sheik Udhuman, husband of R1 (deceased) and father of R2 (son, who is deceased) & R3. R4 and R5 have been impleaded in their capacity as widow and minor daughter of deceased R2. The appellant claimed to have entered into an agreement with said Sheik Uduman for sale of the suit property.

3.The agreement is dated 12.05.2008 and sale price was fixed at R.18,000/- per cent. Advance of a sum of Rs.1 lakh had been paid on the date of sale agreement, further sum of Rs.4 lakhs on 10.03.2009 and



A.S(MD)No.43 of 2018

Rs.3,50,000/- on 19.03.2009. The appellant claims to have had been ready and willing to perform his part of contract, conveying his intentions to the respondent on 12.05.2008. However, since the suit property had been the subject matter of litigation before the District Munsif Court, Tenkasi, the parties agreed to await conclusion of that suit before executing the sale deed and proceeding further in the matter.

4.That suit came to be decreed in favour of Sheik Udhuman on 03.11.2010, by which time, the latter had passed away, just the previous month, in October, 2010. The appellant had approached his legal heirs, being the respondents, in an appeal for execution of sale deed as per agreement dated 12.05.2008.

5.As they had not been so willing, a legal notice had been issued on 14.01.2011 and R3, despite receipt of the same, had not chosen to reply. The notice was resent to R1 and R2. Despite receipt, they had also not chosen to reply. The suit had been filed seeking specific performance of agreement dated 12.05.2008 along with costs.

6.The respondent had denied the agreement as well as receipt of the amount as claimed by the appellant. They denied the transaction between Sheik Udhuman and the appellant stating that there had been



misconception in the mind of the appellant that Sheik Udhuman had wanted to sell the property.

7.They claimed that there had been money dealings between the appellant and Sheik Udhuman that had led to some misunderstanding between them and thus, the appellant had forged the suit agreement. Issues had been framed and re-cast to read as follows:

- 1)Whether the sale agreement is true?
- 2)Whether the endorsement dated 10.03.2009 for Rs.4 lakhs is true?
- 3)Whether the endorsement dated 19.03.2008 for Rs.3,50,000/- is true?
- 4)Whether the plaintiff is always ready and willing to perform his part of contract?
- 5)Whether the plaintiff is entitled to the relief of specific performance of contract?
- 6)To what relief the plaintiff is entitled?

8.The appellant had examined three witnesses and relied on three exhibits, Ex.A1, being original sale agreement dated 12.05,2008, Ex.A2, being the notices issued to the respondent and Ex.A3, being the



A.S(MD)No.43 of 2018

acknowledgment cards in respect of service of notices on the respondents, whereas the defendants had examined two witnesses and relied on one exhibit, Ex.B1 being registered settlement deed dated 26.10.2007.

9.The respondents had argued that the conduct of the plaintiff was suspicious as he had not taken any steps against Sheik Udhuman during his lifetime. The entire burden of proof rests on the plaintiff to prove the said agreement as well as the alleged transaction involving Sheik Udhuman but, this burden had not been discharged by him. The respondent in this regard, relied on the judgment in *Tiruvengada Pillai Vs.Navaneethammal and another* [2008 2 MLJ 1115] and *K.Saroja Vs. Valliammal and others* [1996 (2) MLJ 199].

10.Having regard to the rival contentions that had been advanced and relying on case-law, the trial Court concluded that the appellant had not proved the suit agreement through proper evidence. As regards the receipt of consideration, the trial court was of the view that the conduct of the appellant was suspicious and the evidence also not credible.

11. The trial Court refers to Ex.B1, being the registered



A.S(MD)No.43 of 2018

settlement deed and noticed the discrepancies in signature between the signature of Sheik Udhuman in the settlement deed with the signature in the suit agreement. Thus, the trial Court concludes adverse to the appellant proceeding on the basis that the discrepancies in signature would inure to the his detriment.

12.The issue relating to receipt of consideration was also answered against the appellants. Likewise as regards issue No.3, which also related to receipt of consideration and endorsement alleged to have been made by Sheik Udhuman on the back of the suit agreement in confirmation of the same, the trial Court reiterates the conclusion arrived at for issue No.2 stating that no evidence was produced to establish the endorsement made by Sheik Udhuman and no steps were taken to compare the signatures found in the agreement along with other signatures through expert witness.

13.The learned judge reiterates that there were vast differences between the signatures in the suit agreement and in the settlement deed even to the naked eye. Thus, the evidence of the witnesses on the side of the Appellant was not credible or believable.

14.In regard to issue No.4 as to whether the appellant had been



A.S(MD)No.43 of 2018

ready and willing, the trial Court reiterates the finding in regard to the suspicious conduct of the appellant and the opinion that receipt of consideration by the seller had itself not been proved by the appellant. In such circumstances, adverse inference was drawn with regard to readiness and willingness of the appellant.

15.That apart even assuming that the suit agreement was genuine and that advance payment had been made, the trial Court was of the opinion that steps ought to have been taken during the lifetime of Sheik Udhuman to crystallize the transaction. The agreement is dated 12.05.2008 and Sheik Udhuman had passed away in October 2010. Thus the appellant had not taken any steps for three years and no explanation was tendered in that regard, the trial Court note. This issue was also held adverse to the appellant.

16.On the question of entitlement of the appellant to the relief of specific performance, the trial Court relying on the judgment in *P.Sampoornam and others Vs. L.T.Somasundaram and others* [(2008) 3 MLJ 786] and *Bhaskaran Nadar (died) and others vs. Kesavan Nadar (died) and others* [(2010) 2 MLJ 675] holds that the relief of specific performance was a discretionary one.



A.S(MD)No.43 of 2018

WEB COPY

17.In the light of finding on the previous issues relating to the conduct of the Appellant and as the transaction had itself not been proved, discretionary relief was not liable to be granted. Considering the surrounding circumstances, all issues were held against the appellant and in fine the suit came to be dismissed.

18.Before us, the appellant reiterated the transaction between them and Sheik Udhuman. He assailed the finding of the trial Court to the effect that the transaction was not genuine. He further pointed out that the conclusion relating to signatures in Ex.A1 dated 12.05.2008 being non genuine were totally erroneous. That finding had been rendered by the trial Court based on a comparison of the signature in Ex.A1 with the signatures in endorsements dated 10.03.2009 and 19.03.2009 and with the signatures of the year 2011 in subsequent documents. Thus the comparison had not been of contemporaneous documents and more over the principles under Section 73 of the Indian Evidence Act had not been followed.

19.Per contra, the respondents argue that the burden of proving the signatures in Ex.A1 being a document that they disputed in full, rested entirely on the respondents and the trial Court was right in holding



A.S(MD)No.43 of 2018

that such burden had not been discharged. There had been no attempt on the part of the respondents to refer Ex.B1 for comparison of signature in proper and legalistic fashion.

20.The Appellant has, on 21.09.2021, 8 years after the appeal was instituted, finally woken up to the reality that scientific assessment of the signature in Ex.B1 was necessary and have filed petition in C.M.P. (MD)No.9307 of 2021, which we dispose along with this appeal. Having not made such attempt at the relevant point in time, the respondents argue that the application in C.M.P.No. 9307 of 2021, is clearly belated and nothing but an abuse of process of law.

21.In *Tiruvengada Pillai's* case, locus classicus on the question of establishment of burden, the plaintiff therein, who was also the appellant, had alleged that the first defendant (D1) had agreed to sell that suit property and entered into a sale agreement dated 05.01.1980. D1 had agreed to execute sale deed after receipt of balance consideration within three months and possession of the property had also been given to the plaintiff.

22. While so, subsequently D1 chose to deny the agreement with the plaintiff and had executed a nominal sale deed in favour of a



A.S(MD)No.43 of 2018

third party. Challenging the latter transaction, specific performance had been sought by the plaintiff of agreement dated 05.01.1980.

23.In that suit, D1 denied agreement dated 05.01.1980 and alleged forgery of the document. She relied on the subsequent sale deed executed with the third party. The suit was duly supported by the third party, who had been arrayed as D2 in the suit. The trial Court framed an issue as regards the veracity or otherwise of agreement dated 05.01.1980 as one of the issues to be decided, and ultimately dismissed the suit holding that the agreement had been concocted.

24.There were findings to the effect that old stamp papers in possession of the plaintiff had been misused by the employee to concoct agreement dated 05.01.1980. The evidence of the attestors was disbelieved. The trial Court thus laid the entire burden of proving agreement dated 05.01.1980 upon the plaintiff.

25.In appeal, a legal issue raised by the plaintiff/appellant was that the burden had been wrongly placed upon him and that such burden ought to have been placed upon, and discharged by the respondents, since it was their contention that agreement dated 05.01.1980 was a false document. The plaintiff/appellant was successful in first appeal assailing



WEB COPY

which judgment, D2 filed a second appeal.

26.The High Court allowed the second appeal restoring the judgment of the trial Court. The High Court held that the onus has been wrongly placed on the defendant to prove the negative as D1 had denied the execution of agreement dated 05.01.1980 and the burden fell wholly upon the plaintiff, who had failed, by production of acceptable evidence to prove that agreement dated 05.01.1980 has been genuine document. As against the judgment in second appeal, Tiruvengada Pillai approached the Supreme Court.

27.The Supreme Court formulated the following three issues for consideration:

(i) Whether the agreement of sale executed on two stamp papers purchased on different dates and more than six months prior to date of execution is not valid?

(ii) Whether the first appellate court was justified in comparing the disputed thumb impression with the admitted thumb impression and recording a finding about the authenticity of the thumb impression, without the benefit of any opinion of an expert?

(iii) Whether the High Court erred in reversing the judgment of



A.S(MD)No.43 of 2018

WEB COPY

the first appellate court in second appeal?

28. On the first issue, the Hon'ble Supreme Court held that while use of stamp papers of different dates might cast some doubt on the authenticity of the agreement, that would not by itself be a clinching evidence. On the second point, relating to recourse to an expert to prove a document, Section 45 of the Indian Evidence Act, 1872 was referred.

29. That section provided inter alia that where there is necessity to form an opinion as regards the identity of handwriting or finger impression, it would be appropriate to refer the opinion of person skilled on those questions. While there is no bar to the Judge using his own eyes to form an opinion in that regard, such an opinion would have limited evidentiary value as it could not be equated to the opinion of expert on that subject.

30. In this regard they refer to judgment in *State (Delhi Administration) Vs. Pali Ram* [(1979) 2 SCC 158], in the following paragraph:

“Although there is no legal bar to the Judge using his own eyes to compare the disputed writing with the admitted writing, even without the aid of the evidence of any handwriting expert, the Judge should, as a matter of prudence and caution, hesitate to base his finding with regard to the identity of a handwriting which forms the sheet-anchor of the



WEB COPY

prosecution case against a person accused of an offence solely on comparison made by himself. It is, therefore, not advisable that a Judge should take upon himself the task of comparing the admitted writing with the disputed one to find out whether the two agree with each other; and the prudent course is to obtain the opinion and assistance of an expert.”

31.The above cautionary note was reiterated in *O.Bharathan vs K. Sudhakaran* [(1996) 2 SCC 704] and in *Ajit Savant Majagavi v. State of Karnataka* [1997 (7) SCC 110]. In *Ajit Savant Majagvai's* case, the Hon'ble Supreme Court held that judicial sobriety demands that the Court not take up to itself the responsibility of comparing disputed signatures with admitted signature or impressions or handwriting and it is expected to normally leave such matters to the wisdom of an expert.

32.They added that this was notwithstanding the position that the Court was not bereft the power of comparison, which however should not be exercised lightly. The ratio of these judgments was reiterated in *Murari Lal vs State of Madhya Pradesh* [1980 (1) SCC 704] and *Lalit Popli v. Canara Bank & Ors* [2003 (3) SCC 583]. In conclusion and based on the facts of the case, the Supreme Court reversed the finding of the first appellate Court and restored the opinion of the High Court.

33.In the present case, the appellant has filed an application in C.M.P.(MD)No.9307 of 2021 seeking the appointment of an Advocate



A.S(MD)No.43 of 2018

Commissioner for comparison of signatures of late Sheik Udhuman in Ex.A1 document with documents accompanying the application and appointment of an advocate commissioner to send Ex-A1 as well as the documents along with the Miscellaneous Petition for comparison of the signature of Late Sheik Udhuman through an expert and report to the Court.

34.The application has filed on 21.09.2021 pending this Appeal Suit. The documents produced for comparison, are (1)Registered settlement deed dated 26.10.2007 and (2)Partition deed vide Doc.No.353 of 2007. We are of the considered view that this application is wholly misconceived and reject the same on the basis of the following reasoning.

35.Firstly, the application has been filed only on 21.09.2021, when the suit is itself of the year 2011. O.S.No.23 of 2011 came to be disposed on 26.09.2012 and there was no application made by the appellant for forensic examination of the signature pending suit. The present Appeal Suit has been filed in 2013 and has been lying in the docket of this Court since then. It is, therefore, a mystery as to why the application has been filed only in September 2021, eight years after the



A.S(MD)No.43 of 2018

WEB COPY

institution of the Appeal Suit. This is the first reason.

36. One of the documents with which the appellant wishes to compare the signature of Sheik Udhuman is registered settlement deed dated 26.10.2007. However, this document has been filed by the respondents as Ex-B1 in the Original Suit itself. Thus, there was no necessity whatsoever for the appellant to have suddenly woken up only in 2021, when the registered settlement deed was part of the suit records from 2011 onwards. Even on this score, we remain entirely unconvinced of the bonafides of the request under this Miscellaneous Petition.

37. Thirdly, at paragraph 6 of the application, the appellant avers that a certified copy of the same was applied in justification of the intervening delay. However, seeing as the settlement deed is part of the record of the Original Suit, we do not see any reason that prompt the appellant to wait till 12.06.2008 to take action in this regard. The reason for non production of these documents at the relevant point in time has not been explained and he merely states as follows:

“6.I submit that now only I was able to find out with my great efforts that the deceased Sheik Udhuman had executed a registered settlement deed in favour of the 2nd respondent/2nd defendant, A.P.M.S. Sahulhamed who is son on 26.10.2007 which is registered as document No. 2487/2007 on the file of Sub Registrar kadayanallur, now



A.S(MD)No.43 of 2018

I have applied for the certified copy of the same and filing the said document before this Hon'ble Court. Likewise I have also found out and filed the SRO certified copy of the partition deed No.353/2007 executed among the family members of late Sheik Udhuman which also contains his signature.

7. I submit that I was not able to get the details or knowledge about these documents during the pendency of the suit and none of my earlier counsels also guided me with regard to this technicality of the suit that I have to search and get the details and copies of some documents containing admitted signature of Late.Sheik Udhuman.”

38.The statements as above are contrary to the factual position and do not inspire any confidence whatsoever. The application is, thus, rejected and with it, the prayer for comparison of signature.

39.The issues that arise for our consideration are (i) whether the Appellant has proved the suit document (ii) whether the conclusion of the trial Court that there are vast differences between the signatures found in Ex.A1 and between the signatures on Ex.A1 and Ex.B1 can be accepted?; (iii) Whether sale agreement dated 12.05.2008 inspires confidence in view of the discrepancies therein being the insertion in hand to the effect கோட்டி மிரச்சனை தபசின் விசயமாக முடிவுக்கு வந்த தெய்திழிவிருந்து,? (iv) Whether the appellants were ready and willing to pay the sale consideration and carry out his part of the transaction??

40. Though in light of judgment in *Thiruvengadam Pillai* case,



A.S(MD)No.43 of 2018

the Court will normally be hesitant in embarking upon an exercise of forensic examination, in this case we are of the considered view of the forensic examination of the Court and by the Court can be accepted. Our reasoning is two fold.

41.Firstly, there has been no move on the part of the plaintiff to prove the suit agreement and burden vested wholly upon him to do so, particularly in light of strenuous denial of the same by the respondents. Thus, there was really no action for the Court to have had the benefit of a forensic expert in the absence of initiative taken by the appellant in this regard before the trial Court.

42.Secondly, as the trial Court has rightly observed the signatures, three in number on Ex.A1 differ from each other and also differ from the signature on the settlement deed being Ex.B1. One hardly may need to take recourse to an expert to know in the variation, that apart and has rightly approached by the respondents. The insertion on the type of page 2 in black ink, the rest of the sale agreement being typed is suspicious to say the least. The impact of the insertion is that, while the typed recitals set out the time for completion of sale as three months from date of agreement, by virtue of the insertion in regard to the pendency of



A.S(MD)No.43 of 2018

the suit, the time has been extended to three months after the disposal of the suit.

43.These factors lead to a clear impression that Ex.A1 is not credible and is a concocted document. Even the attempt before us in appeal is belated, lukewarm and misconceived and has been discussed and rejected in the paragraphs above. Thus, issues (i), (ii) and (iii) are answered adverse to the appellant.

44.Coming to issue 4, the plaintiff has not established his readiness and willingness at any time to proceed with his part of the bargain. Evidence of the contesting witnesses has been found to be untrustworthy by the trial Court as they are close associates of the appellant. The appellant has not been in a position to prove otherwise.

45.The trial Court has also noted several discrepancies in the deposition of the plaintiff's witnesses. The appellant had deposed that he had remitted a sum of Rs.4,00,000/- on 10.03.2009 to Sheik Udhuman, who had made an endorsement on the suit agreement. While PW2 who is stated to have attested the endorsement deposed in the chief examination that he had attested to the endorsement on 19.03.2009, in the cross examination, he states that he had attested on 19.03.2009, both



endorsements dated 10.03.2009 and 19.03.2009. The document however reveals otherwise. We thus concur with the conclusion of the trial Court that the transaction as portrayed by the appellant is not a credible transaction.

46.The respondents have relied on a judgment in *Saradamani Kandappan vs S.Rajalakshmi and others* [(2011) 12 SCC 18], where, the Hon'ble Supreme Court has taken note of realities of economic changes.

At paragraph 37, the Court states as follows:

37.The reality arising from this economic change cannot continue to be ignored in deciding cases relating to specific performance. The steep increase in prices is a circumstance which makes it inequitable to grant the relief of specific performance where the purchaser does not take steps to complete the sale within the agreed period, and the vendor has not been responsible for any delay or non-performance. A purchaser can no longer take shelter under the principle that time is not of essence in performance of contracts relating to immovable property, to cover his delays, laches, breaches and 'non-readiness;. The precedents from an era, when high inflation was unknown, holding that time is not of the essence of the contract in regard to immovable properties, may no longer apply, not because the principle laid down therein is unsound or erroneous, but the circumstances that existed when the said principle was evolved, no longer exist. In these days of galloping increases in prices of immovable properties, to hold that a vendor who took an earnest money of say about 10% of the sale price and agreed for three months or four months as the period for performance, did not intend that time should be the essence, will be a cruel joke on him, and will result in injustice. Adding to the misery is the delay in disposal of cases



A.S(MD)No.43 of 2018

WEB COPY

relating to specific performance, as suits and appeals therefrom routinely take two to three decades to attain finality. As a result, an owner agreeing to sell a property for rupees one and received rupees ten thousand as advance may be required to execute a sale deed a quarter century later by receiving the remaining rupees ninety thousand, when the property value has risen to a crore of rupees.”

47.The agreement between the parties is stated to have been entered into on 12.05.2008 and bearing in mind the elapse of time till date, there would, undoubtedly, be a manifold increase in the value of the properties. It is a well settled position that specific relief is a discretionary remedy for the period in question.

48.In the case of *M.Kumar vs V.Balan*, [S.A.(MD)No.284 of 2015 dated 17.02.2021], a learned Judge of this Court, while dealing with a Second Appeal and allowing the same, dealt with a delay in filing a suit for specific performance. The judgment in *R.Lakshmikantham Vs. Devaraji* [2019 (6) CTC 859] was also taken note of.

49.The facts in that case, where a sale agreement was dated 14.12.2004 and six months' time had been given for performance of the agreement with a condition thereunder, which had expired on 14.06.2005. Notice demanding specific performance was issued on 11.12.2007 and the suit came to be filed on 12.06.2008.



A.S(MD)No.43 of 2018

WEB COPY

50.The learned Judge noted the settled position that time is not an essence in a contract of sale. The condition, under Section 16(c) of Specific Relief Act, specifically relating to readiness and willingness, must be established. Thus, what is important in interpreting the intention between the parties and whether a decree of specific performance must be passed and whether the contracting party was ready and willing to perform and whether the contracting party in toto, establishes that they are ready and willing to perform their part of the contract.

51.In that case, the Court held that the delay was so egregious and that the ratio laid down in Lakshmikanthan's case would squarely apply. The plaintiff had not acted for nearly three years before issuing notice seeking specific performance. Interpreting the stands, the Court held that the plaintiff had not established his readiness and willingness to perform the contract and that the appellate Court had erred in concluding that the delay could not non-suit the plaintiff, if he otherwise established the readiness and willingness.

52.The very fact that the plaintiff had issued legal notice only after three years itself would limit against his avowed readiness and willingness, which the Court did not believe. That appeal by the



A.S(MD)No.43 of 2018

defendant in the suit was, thus, allowed. In this case too there are no extenuating factors whatsoever to commend the case of the Appellant.

53. *In Nagarajan vs Ramasamy and three others* in S.A.No.156 of 2014 dated 22.11.2019, the issue related to material alteration in the relevant document, and this Court noted that such plea had been taken at first blush, even in the written statement and that apart, a mere look at the document in question would also reveal material alteration. The defence taken was that even in the event of material alteration, if such material alteration did not prejudice the cause of the defendant, then such alteration could not be invoked to non-suit the plaintiff.

54. The Court rejected that defence reiterating that the relief of specific performance is discretionary and if the plaintiff were to come to the Court with unclean hands, then that fact would, by itself, be sufficient to non-suit the plaintiff. Thus, interpreting the averments in the document put forth by the plaintiff and all material aspects of this case would be very relevant to decide whether the relief of specific performance must be granted to the party, who claims such relief.

55. As regards the application of Section 20 of the Specific Relief Act, that provision would have no application to the present matter



A.S(MD)No.43 of 2018

as in *Smt. Katta Sujatha Reddy & Another vs. Siddamsetty Infra Projects Pvt. Ltd. & Others* [AIR 2022 SC 5435], three Judges of the Hon'ble Supreme Court have held that the amendment in 2018 was not procedural but substantive and hence, was prospective. The consequence of the 2018 amendment was that specific performance, which was earlier a discretionary right, was converted to a substantive, enforceable right.

56. The Court also referred to a decision in *G. Vasantha v. Sri Maharaja Kailesh Benefit Fund Ltd.*, [2017 (3) MLJ 607]. That case did not deal with the relief of specific performance, but concerned a promissory note, that had been tampered with. The Court had held that it was critical for the party, who claimed relief, to come to Court with clean hand and if the defendant party had unambiguously established the falsity of the plaintiff's case, then there was no need to go into any other aspect, as this would be a defect to vitiate the plaintiff's case at the very threshold.

57. These cases have been relied on by the respondent for the reason that the defence of material alteration is being put forth by the respondent only now at the appellate stage, having not been part of either the response to legal notice issued by the appellant or the written



A.S(MD)No.43 of 2018

WEB COPY

statement filed by the respondent. We do not see any hinderance to the respondent having raised this issue at this stage as, apart from concurring from the respondent on the merits of the alteration itself, there are other aspects of the matter that buttress this conclusion.

58.This appeal is dismissed and judgement and decree dated 26.09.2012 stand confirmed. No costs. Consequently, connected Miscellaneous Petitions are also dismissed.

[A.S.M.J.] & [R.V.J.]
.2023

NCC :Yes/No
Index :Yes/No
Internet :Yes
ta/cmr



A.S(MD)No.43 of 2018

To

WEB COPY

- 1.The III Additional District Sessions Court,
Tirunelveli.
- 2.The Section Officer,
Vernacular Section,
Madurai Bench of Madras High Court,
Madurai.



WEB COPY



A.S(MD)No.43 of 2018

DR.ANITA SUMANTH, J.
AND
R.VIJAYAKUMAR, J.

ta/cmr

A.S.(MD)No.43 of 2018

Dated:
.09.2023