



S.A.(MD)No.324 of 2017

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **11.04.2023**

CORAM:

THE HONOURABLE **MR.JUSTICE ABDUL QUDDHOSE**

S.A.(MD)No.324 of 2017

and

C.M.P.(MD)No.7004 of 2017

Angayarkanni

... Appellant

/Vs./

Rajeshwari

... Respondent

PRAYER: Second Appeal filed under Section 100 of the Civil Procedure Code to set aside the judgment and decree passed in A.S.No.3 of 2016, on the file of the Additional District Judge (Fast Track Court), Kumbakonam, dated 23.01.2017, reversing the judgment and decree passed in O.S.No.21 of 2012 on the file of the Principal Sub Judge, Kumbakonam, dated 11.01.2016 and to allow the Second Appeal.

For Appellant : Mr.R.Rajamohan

For Respondent : Mr.G.Gomathi Sankar



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JUDGMENT

This second appeal has been filed challenging the judgment and decree dated 23.01.2017 of the lower appellate Court namely Additional District Court (Fast Track Court), Kumbakonam in A.S.No.3 of 2016. The appellant is the defendant in the suit in O.S.No.21 of 2012 on the file of the Sub Court, Kumbakonam. The respondent is the plaintiff in the suit. The suit was filed for specific performance of an agreement of sale dated 26.11.2009 or in the alternative, for refund of advance amount together with interest.

2. As per the aforesaid agreement of sale, the appellant / defendant has agreed to sell the suit schedule property measuring 14 cents for a total sale consideration of Rs.3,85,000/-. The respondent / plaintiff has paid a sum of Rs.2,75,000/- as advance to the appellant / defendant on the date of the agreement of sale, ie., 26.11.2009 and as per the agreement, the respondent / plaintiff will have to pay the balance sale consideration of Rs.1,10,000/- within a period of three months from the date of the agreement. In the forthcoming paragraphs, the parties are described as per their litigative status in the suit.



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3. The plaintiff claims that she was always ready and willing to pay the balance sale consideration of Rs.1,10,000/- to the defendant as per the agreement of sale, but the defendant did not come forward to execute a sale deed in her favour. The plaintiff also claims that on actual measurement, it was found that the extent of the suit schedule property is only 35 kulies and not 42 kulies (14 cents) as mentioned in the schedule to the agreement of sale dated 26.11.2009. The plaintiff also contends that patta was also not obtained by the defendant for the suit schedule property and that is the reason why there was a delay in execution of the sale deed. According to her, as per the agreement, it is the duty of the defendant to measure the land and obtain patta, but having failed to discharge her obligation, the defendant cannot escape from her obligations under the agreement of sale. Since the defendant did not come forward to execute the sale deed by receiving the balance sale consideration of Rs.1,10,000/- from the plaintiff, the plaintiff has filed the suit.

4. A written statement was also filed by the defendant denying the contentions of the plaintiff in the plaint. Her defence is as follows:



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(a) The defendant admits that she had executed the sale agreement in favour of the plaintiff. However, she states that the plaintiff did not come forward to pay the balance sale consideration of Rs.1,10,000/- within a period of three months from the date of the agreement as stipulated in the said agreement. Since time is the essence of the contract, the agreement of sale automatically stood cancelled;

(b) The defendant also states that the possession of the suit schedule property was never handed over to the plaintiff at the time of execution of the sale agreement. She also denies that at the time of natham survey, the extent of suit schedule property was reduced to 35 kulies, whereas the sale agreement mentions an extent of 14 cents. She states that the sale agreement did not mention 42 kulies, as claimed by the plaintiff in the plaint and therefore, there is no dispute over the extent of the suit schedule property;

(c) The defendant contends that joint patta stands in the name of the defendant along with the defendant's predecessors in title, Chakrapaani and his sons, Ragavan and Renganathan. The inclusion of their names in patta was not a defect and there is no necessity to rectify the same and it cannot be a reason for delaying the execution of the sale



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deed. According to the defendant, the plaintiff was not ready and willing to pay the balance sale amount within a period of three months and that is the reason for non-execution of the sale deed by the defendant in favour of the plaintiff;

(d) The defendant also denies that the plaintiff had approached her at Chennai and expressed her readiness and willingness to get the sale deed executed in her name. According to the defendant, no meeting on 03.12.2011 took place between the plaintiff and the defendant at Chennai;

(e) The plaintiff has not acted upon the agreement of sale and she kept quiet till 07.12.2011, even though the agreement of sale is dated 26.11.2009 and therefore, the plaintiff was not ready and willing to perform her part of the obligations under the sale agreement. The defendant has also replied to the legal notice issued by the plaintiff by intimating the plaintiff that the agreement stands cancelled on account of the delay on the part of the plaintiff in paying the balance sale consideration and for getting the sale deed executed in her favour;

(f) The defendant categorically contends that the sale consideration for suit schedule property was fixed only at a flat rate, but not on the



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basis of 42 kulies as claimed by the plaintiff in the plaint;

(g) The defendant also contends that the suit is barred by law of limitation.

5. Based on the pleadings of the respective parties, the trial Court framed the following issues:

(a) Whether the suit is barred by law of limitation?

(b) Whether the plaintiff was ready and willing to get the sale deed executed in her favour by paying the balance sale consideration?

(c) Whether the plaintiff is entitled for specific performance of the agreement of sale?

(d) In the alternative, whether the plaintiff is entitled for refund of advance amount?

(e) Whether the possession of the suit schedule property was handed over to the plaintiff by the defendant at the time of agreement of sale? and

(f) What other reliefs?



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6. Before the trial Court, the plaintiff filed seven documents, which were marked as Exs.A1 to A7. The agreement of sale dated 26.11.2009 was marked as Ex.A1. The lawyer's notice dated 07.12.2011 sent by the plaintiff to the defendant calling upon the defendant to perform her part of the contract by executing the sale deed in favour of the plaintiff was marked as Ex.A2. A reply has also been sent by the defendant through the lawyer's notice dated 17.12.2011 which was marked as Ex.A4. A rejoinder has also been sent by the plaintiff on 26.12.2011 to the reply dated 17.12.2011, which has been marked as Ex.A4. The Village Administrative Officer's certificate dated 10.01.2012 was marked as Ex.A7. On the side of the plaintiff, four witnesses were examined, namely P.W.1 to P.W.4. P.W.1 is the plaintiff in the suit. The plaintiff claims that P.W.2, Mohan @ Srinivasan was present at the time of executing the sale agreement dated 26.11.2009 (Ex.A1). P.W.3, Sakthivadivel, whom the plaintiff claims that he accompanied the plaintiff to Chennai to meet the defendant for requesting her to execute the sale deed as per the agreement dated 26.11.2009. P.W.4, Lavanya, Village Administrative Officer, whom the plaintiff claims that she had



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measured the suit schedule property and had found that the actual extent of the suit schedule property is only 35 kulies and not 42 kulies (14 cents) as mentioned in the sale agreement dated 26.11.2009 (Ex.A1). On the side of the defendant, no document was filed, but one witness was examined as D.W.1, the defendant himself.

7. The trial Court, after giving due consideration to the oral and documentary evidence available on record, came to the conclusion that the plaintiff had not produced any evidence in order to prove that she was always ready and willing to get the sale deed executed in her favour by paying the balance sale consideration of Rs.1,10,000/- to the defendant as per the agreement of sale (Ex.A1). The agreement of sale stipulated that the sale will have to be completed within a period of three months from the date of the agreement (Ex.A1). The date of the agreement is 26.11.2009. The plaintiff has paid an advance amount of Rs.2,75,000/- to the defendant on the date of the agreement and had agreed to pay the balance sale consideration of Rs.1,10,000/- within a period of three months from the said date. The agreement did not stipulate that the defendant will have to measure the suit schedule property and will have



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to produce patta standing in her name to enable the plaintiff to get a sale deed executed in her name for the suit schedule property.

8. The schedule to the agreement of sale (Ex.A1) clearly reveals that the extent of the suit schedule property is only 14 cents. The contention raised by the plaintiff in the plaint that there is a duty cast upon the defendant to measure the suit schedule property and obtain patta in her name and hand over the same to the plaintiff is not found in the terms and conditions of the agreement of sale (Ex.A1). In the schedule to the agreement of sale (Ex.A1), the extent of the property is clearly mentioned as 14 cents. Therefore, the plaintiff cannot now contend that after physically measuring the suit schedule property, the extent of the property was found to be only 35 kulies and not 14 cents as mentioned in the schedule to the agreement of sale (Ex.A1). The plaintiff has also not intimated the defendant immediately after coming to know that there is a discrepancy in the measurement. No documentary evidence has been produced by the plaintiff to show that she had communicated with the defendant that there is discrepancy in the measurements. Any prudent purchaser for that matter would have immediately contacted the seller,



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after coming to know about the discrepancy in the measurements. Only for the first time, as seen from the plaint filed in respect of the suit, the plaintiff has contended that actual measurement of the suit schedule property is 35 kulies and not 42 kulies (14 cents) as mentioned in the agreement of sale (Ex.A1). The suit was filed on 19.01.2012, whereas the agreement of sale is dated 26.11.2009 (Ex.A1). As per the said agreement of sale, the plaintiff ought to have completed the sale within a period of three months from the date of the said agreement, but instead the plaintiff has neither paid the balance sale consideration within a period of three months, but instead chose to file a suit after more than two years from the date of the sale agreement (Ex.A1). The trial Court has rightly denied the relief of specific performance as sought for by the plaintiff in the suit, based on the aforementioned factors. The trial Court has granted the alternative relief by directing the defendant to refund the advance amount of Rs.2,75,000/- together with interest at 6% per annum from 26.11.2009 to 07.12.2011, being the date of notice sent by the plaintiff, to which the defendant had sent a reply including the cheque for a sum of Rs.2,75,000/- favouring the plaintiff towards the refund of advance amount, which was refused to be received by the plaintiff.



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9. This Court is of the considered view that though the trial Court has rightly denied the relief of specific performance to the plaintiff, from the evidence available on record, it is clear that the defendant is also at fault for the following reasons:

(a) The agreement of sale (Ex.A1) stipulates that the sale will have to be completed within a period of three months:

(b) The defendant has admittedly received an advance amount of Rs.2,75,000/- from the plaintiff out of the total sale consideration of Rs.3,85,000/-. If the plaintiff had not come forward to execute the sale deed within a period of three months from the date of agreement, the defendant ought to have refunded the advance amount of Rs.2,75,000/- to the plaintiff, immediately after the end of the three month period. However, the defendant had chosen to retain the sum of Rs.2,75,000/-, which was received by way of advance, till the plaintiff issued a legal notice on 07.12.2011. There is also no communication between the defendant and the plaintiff ever since the date of the agreement of sale dated 26.11.2009, as seen from the evidence available on record. Having retained the sum of Rs.2,75,000/- from 26.11.2009, which is the date of



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the agreement of sale (Ex.A1), the defendant ought to have been made liable to pay interest at higher sum and she should have been made liable to pay the interest till date of deposit of the refund amount.

10. The learned counsel appearing for the defendant submits that refund amount as directed by the trial Court was deposited to the credit of the suit subsequent to passing of the impugned judgment and decree of the lower appellate Court. The said statement is recorded.

11. As seen from the evidence available on record, both the parties are at fault and therefore, the defendant cannot go scot-free and she must also be penalized for retaining the advance amount paid by the plaintiff, despite the period of performance as stipulated under the agreement of sale (Ex.A1) has come to an end.

12. The lower appellate Court, namely the Additional District Court (FTC), Kumbakonam, in the appeal filed by the plaintiff, aggrieved by the denial of specific performance in A.S.No.3 of 2016 has however reversed the findings of the trial Court by granting the relief of



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specific performance and by allowing the appeal filed by the plaintiff.

The reasons given by the lower appellate Court for reversing the findings of the trial Court are as follows:

(a) The plaintiff has proved her readiness and willingness in performing the contract of the sale agreement ie., Ex.A1 dated 26.11.2009;

(b) Since on physical measurement, it was found by the plaintiff that the actual measurement of the property is not 14 cents, but of lesser extent and only after rectification of the same by the defendant, by producing correct patta, the plaintiff will be in a position to get a sale deed executed in her favour;

(c) The defendant, in her cross examination, had admitted that she has already handed over the possession of the suit schedule property to the plaintiff, but she did not come forward to rectify the mistake with regard to the measurement enabling the plaintiff to get the sale deed executed in her favour by paying the balance sale consideration;

(d) The plaintiff's husband worked as an Assistant with the Village Administrative Officer and he took steps to rectify the mistakes with regard to the measurements and has got a certificate from the Village



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Administrative Officer that the actual measurement of the suit schedule property is only 35 kulies and not 42 kulies (14 cents), which is mentioned in the sale agreement (Ex.A1). The defendant has not come forward to clear the discrepancies by getting a correct patta for the property.

13. As observed earlier by this Court that the trial Court findings are correct, in view of the fact that the plaintiff has chosen to file the suit after almost two years without producing any documentary evidence with regard to exchange of communication between the plaintiff and the defendant that she is always ready and willing to get a sale deed executed in her favour by paying the balance sale consideration. The trial Court has rightly not granted the relief of specific performance in favour of the plaintiff.

14. The relief of specific performance is a discretionary relief, prior to the amendment of the Specific Relief Act, 1963. Admittedly, the subject agreement of sale is dated 26.11.2009 (Ex.A1), which is prior to the amendment of the Specific Relief Act, 1963. Section 20 of the



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Specific Relief Act, 1963, makes it clear that the relief of specific performance is a discretionary relief, but the discretion exercised by the Court should not be arbitrary, but sound and reasonable and guided by judicial principles. The trial Court has rejected the relief of specific performance sought for by the plaintiff only by giving sound and justifiable reasons as narrated supra. Therefore, this Court is of the considered view that the discretion exercised by the trial Court in not granting the relief of specific performance cannot be interfered with by this Court. The lower appellate Court, erroneously and by total non-application of mind to the reasons given by the trial Court for not granting the relief of specific performance, has reversed the findings of the trial Court by stating the reasons stated supra and has interfered with the discretion exercised by the trial Court, without any basis, when it is very clear that the plaintiff did not approach the defendant immediately after the end of the three month period or before as stipulated under the agreement of sale for getting the sale executed in her favour by paying the balance sale consideration of Rs.1,10,000/-.



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15. The only written communication between the plaintiff and the defendant subsequent to the agreement of sale (Ex.A1) dated 26.11.2009 is the legal notice sent by the plaintiff through her lawyer dated 07.12.2011 ie., after a lapse of more than two years from the date of the agreement of sale dated 26.11.2009. The agreement also did not stipulate that the property will have to be measured by the defendant once again after the date of the agreement of sale. When the agreement clearly mentions the extent of the property as 14 cents and there are no further conditions stipulated therein with regard to the actual measurement, the plaintiff cannot now contend that the actual measurement is only 35 kulies and not 42 kulies (14 cents), which is mentioned in the schedule to the agreement of sale (Ex.A1).

16. The lower appellate Court ought not to have interfered with the discretion exercised by the trial Court in refusing specific performance, by giving sound and justifiable reasons and guided by judicial principles as required under Section 20 of the Specific Relief Act, 1963. Therefore, the Judgment of the lower appellate Court granting the relief of specific performance has to be set aside by this



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Court, as the same is arbitrary and is not guided by judicial principles and the reasons given for reversing the findings of the trial Court are not sound and justifiable.

17. The learned counsel appearing for the appellant relied upon the following authorities in respect of his contention that the plaintiff is not entitled for relief of specific performance:-

(a) Judgment of the learned Single Judge of this Court in the case of **Soundarrajan vs. Vettobai (deceased) and others [2017 (4) CTC 225]**;

(b) Judgment of the learned Single Judge of this Court in the case of **S.A.Kothandaraman vs. Crystal Residency India Private Limited [2017 (4) CTC 313]**;

(c) Judgment of the Division Bench of this Court in the case of **G.Banumithra and Another vs. D.Santhakumar [2023 (1) MLJ 401]**;

(d) Judgment of the Hon'ble Supreme Court in the case of **Katta Sujatha Reddy and Another vs. Siddamsetty Infra Projects Pvt. Ltd. And Another [2023 (1) MWN (Civil) 65]**;

(e) Judgment of the learned Single Judge of this Court in the case



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of **T.Palanisamy vs. M.Varadarajan [2022 (2) L.W.57]**;

(f) Judgment of the Hon'ble Supreme Court in the case of

K.Karuppuraj vs. M.Ganesan [2021 (8) MLJ 505 (SC)];

(g) Judgment of the Division Bench of this Court in the case of

T.R.Murugesan vs. S.Balakrishnan and Others [2018 (3) MWN (Civil) 270].

18. Relying upon the aforesaid decisions, the learned counsel appearing for the appellant would submit that since time is essence of the contract as per the agreement of sale (Ex.A1), the plaintiff, having failed to complete the sale within a period of three months from the date of agreement is not entitled for relief of specific performance.

19. On the other hand, the learned counsel appearing for the respondent relied upon the following authorities in support of his submission that time is not essence of contract, when the defendant has not fulfilled her part of the contract namely measuring the land as well as obtaining patta and other revenue records:-



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(a) Judgment of the Hon'ble Supreme Court in the case of **Govind Prasad Chaturvedi vs. Hari Dutt Shastri and Another [1977 (2) SCC 539]**;

(b) Judgment of the Hon'ble Supreme Court in the case of **Panchanan Dhara & Ors. vs. Monmatha Nath Maity (Dead) Th. Lrs. & Anr. [2006 (5) SCC 340]**;

(c) Judgment of the Hon'ble Supreme Court in the case of **Balasaheb Dayandeo Naik (Dead) through Lrs & Ors. vs. Appasaheb Dattatraya Pawar [2008 4 SCC 464]**;

(d) Judgment of the learned Single Judge of this Court in the case of **Subbammal vs. M.Mani [2019 (7) MLJ 735]**;

(e) Judgment of the Hon'ble Supreme Court in the case of **Bhavyanath Represented by Power of Attorney Holder vs. K.V.Balan (Dead) through Lrs [2020 (11) SCC 790]**.

20. Relying upon the aforesaid decisions, the learned counsel appearing for the respondent would submit as follows:

(a) Since the plaintiff was always ready and willing to perform her part of the contract, the lower appellate Court was right in granting the



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relief of specific performance in favour of the plaintiff;

(b) When the title of the property was not perfected on account of discrepancy in the measurement as well as for non production of the revenue records like patta standing in the name of the defendant for the property measuring 35 kulies, the suit is not barred by law of limitation;

(c) Time limit fixed under the agreement of sale (Ex.A1) will not make the time as an essence of the contract;

(d) The extent of land conveyed is based on account of the breach of contract committed by the defendant on actual measurement. Since there is a discrepancy with regard to the extent, there was a delay on the part of the plaintiff to obtain a sale deed in her favour. Since the delay in rectifying the mistake was only on the part of the defendant, the plaintiff is entitled for specific performance.

21. In the case of a suit for specific performance, benefit of doubt should always to be given to the seller, who contends that the plaintiff is not entitled for specific performance. Here is a case, where admittedly the plaintiff has not produced any documentary evidence to prove that she was making constant efforts to contact the defendant for obtaining a



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sale deed in her favour by paying the balance sale consideration as per the agreement of sale (Ex.A1) within a period of three months from the said date. The only exchange of the written communication between the plaintiff and the defendant is the lawyer's notice dated 07.12.2011 (Ex.A2) ie., after a lapse of more than two years from the date of the agreement of sale, which stipulates that the sale will have to be completed within a period of three months.

22. The agreement does not stipulate that it is the duty of the defendant to obtain a patta and rectify the deficiencies, if any, over the title to the suit schedule property. The agreement clearly stipulates that the property to be conveyed by the defendant to the plaintiff is only 14 cents and not 35 kulies as contended by the plaintiff in the plaint. The plaintiff having sufficient means to pay the balance sale consideration to the defendant is alone not enough. She must always be ready and willing to obtain a sale deed in her favour by paying the balance sale consideration within a period of three months from the date of the agreement.



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23. The oral and documentary evidence available on record makes this Court to undoubtedly believe that the plaintiff did not approach the defendant immediately after the period of three months or before that as stipulated under the agreement of sale for the purpose of getting a sale deed executed in her favour by paying the balance sale consideration of Rs.1,10,000/-.

24. The lower appellate Court has misdirected itself by granting the relief of specific performance and has interfered with the discretion rightly exercised by the trial Court in refusing the relief of specific performance. Therefore, this Court is of the considered view that the findings of the trial Court that the plaintiff is not entitled for the relief of specific performance has to be upheld and the finding of the lower appellate Court granting the relief of specific performance has to be set aside.

25. The judgments relied upon by the learned counsel appearing for the respondent referred to supra all deal with the cases, where certain conditions have been imposed upon the seller for the completion of the



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sale and the judgments also relate to forfeiture of security deposit given by the purchaser, at the time of entering into an agreement of sale. The said judgments are not applicable to the facts and circumstances of the case on hand. In the instant case, it is an unconditional agreement of sale. No stipulations have been imposed on the seller (defendant herein) like obtaining patta, rectifying mistakes, measuring suit schedule properties, etc. Therefore, the decisions relied upon by the learned counsel appearing for the respondent have no bearing to the facts of the instant case.

26. On the other hand, the judgments relied upon by the learned counsel appearing for the appellant that the plaintiff must always be ready and willing to perform her part of the contract in order to get the relief of specific performance supports the case of the appellant / defendant.

27. However, the only error committed by the trial Court is with regard to the interest rate fixed in the repayment of the refund of advance amount of Rs.2,75,000/-. The trial Court had directed the defendant, by



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its judgment and decree dated 11.01.2016, passed in O.S.No.21 of 2012 on the file of the Sub Court, Kumbakonam, to pay the plaintiff a sum of Rs.2,75,000/- together with interest at 6% per annum from the date of the agreement ie., from 26.11.2009 to 07.12.2011, being the date of notice sent by the plaintiff, to which the defendant had sent a reply enclosing the cheque for a sum of Rs.2,75,000/-, towards the refund amount, which was refused to be received by the plaintiff.

28. Admittedly, the sum of Rs.2,75,000/- was deposited by the defendant before the trial Court on account of the plaintiff's alleged refusal to receive the same, only after the impugned judgment and decree dated 23.01.2017 of the lower appellate Court in A.S.No.3 of 2016. Necessarily, the defendant, who is also at fault in retaining the advance amount of Rs.2,75,000/- for more than two years from the date of the sale agreement (Ex.A1) should refund the advance amount with interest till date of the actual deposit to the credit of the suit by her.



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29. This Court, after giving due consideration to the oral and documentary evidence available on record is also of the considered view that the defendant, having unlawfully retained the advance amount of Rs.2,75,000/- for a considerable period of time by not refunding the said advance amount after completion of the three months period as stipulated under the agreement of sale, has to pay interest till the date of actual deposit of the said sum to the credit of the suit before the trial Court. The interest fixed by the trial Court at 6% per annum is low considering the fact that the plaintiff had paid the substantial part of the sale consideration of Rs.2,75,000/- as advance, out of the total sale consideration of Rs.3,85,000/-. Therefore, this Court enhances the interest payable by the defendant at 8% instead of 6% and the said interest will have to be paid from the date of the agreement of sale ie., on 26.11.2009 till the date of deposit of Rs,2,75,000/- by the defendant before the trial Court to the credit of the suit in O.S.No.21 of 2012.

30. This Court, while admitting the second appeal on 28.07.2011 had formulated the following substantial questions of law:

"a) Whether the plaintiff is entitled for the



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execution of Ex.A.1 dehors the statutory provisions contained in the Specific Relief Act of 1963 and is the First Appellate Court below justified in decreeing the plaintiff's claim, when she had failed to establish the readiness and willingness to perform her part of contract sale agreement?

b) Whether the First Appellate Court was correct in evaluate the evidence to find out whether the plaintiff was ready and willing to perform her part of the contract as per Section 16(c) of the Specific Relief Act?

c) Whether the lower Appellate Court was proper in reversing the Judgment and Decree of the trial Court without giving reasons to differ from the findings rendered by the trial Court and has the Additional District Judge misread the evidence available on record in this case?"

Necessarily, the substantial questions of law formulated supra have to be answered by this Court in favour of the appellant / defendant. Accordingly, the same is answered in favour of the appellant / defendant.

31. For the foregoing reasons, the impugned judgment and decree passed by the lower appellate Court namely the Additional District Court (FTC), Kumbakonam in A.S.No.3 of 2016 is hereby set aside and the



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appeal is allowed and the decree of the trial Court, namely, the Sub Court, Kumbakonam passed in O.S.No.21 of 2012 dated 11.01.2016 is restored with regard to the refusal to grant specific performance in favour of the plaintiff. But, however, with regard to the interest payable by the defendant, this Court directs the defendant to pay the sum of Rs.2,75,000/- together with interest on the sum of Rs.2,75,000/- at the rate of 8% per annum instead of 6% per annum fixed by the trial Court from the date of the agreement of sale dated 26.11.2009 (Ex.A1) till the date of deposit of the said amount by the plaintiff before the trial Court, subsequent to passing of the impugned judgment and decree dated 23.01.2017 in A.S.No.3 of 2016 on the file of the District Court, (FTC), Kumbakonam. This Second Appeal is allowed in the aforementioned terms. There shall be no order as to costs. Consequently, connected Miscellaneous Petition is closed.

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NCC : Yes / No
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ABDUL QUDDHOSE, J.

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TO:

- 1.The Additional District Judge (Fast Track Court), Kumbakonam.
- 2.The Principal Sub Judge, Kumbakonam.
- 3.The Section Officer,
VR Section, Madurai Bench of Madras High Court,
Madurai.

Judgment made in
S.A.(MD)No.324 of 2017

Dated:
11.04.2023