



C.R.P.No.4322 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.10.2024

CORAM

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.No.4322 of 2024

1. M/s. Parthas
Building No.1515, Ward 38
Post Box No.5716
Power House Road
Thiruvananthapuram 695 036
Rep. By its Managing Partner S.Arjunan.

[Cause-title accepted vide order dated
18.10.2024 in CMP No.23393/24
in CRP SR No.106993/24]

2. S.Arjunan
Managing Partner of M/s. Parthas
TC No.5/2353-1, Parthas Buildings
Golf Links Road, Kowdiar
Thiruvananthapuram 695 036. .. Petitioners

Vs.

1. R.Dhanalakshmi
2. R.Anantha Kumar
3. R.Veeresh Kumar

4. Standard Chartered Bank
Having its Regional Office at
Haddows Road
Chennai 600 006. .. Respondents



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Prayer: Petition under Article 227 of the Constitution of India to set aside the order dated 06.07.2024 passed in I.A.SR No.53419 of 2023 in O.S.No.3957 of 2021 on the file of XV Additional City Civil Court, Chennai.

For the Petitioners : Mr.B.Madhan Babu

For the Respondents : Mr.S.L.Sudarsanam
for Respondents 1 to 3

ORDER

This civil revision petition is filed seeking to set aside the order passed by XV Additional City Civil Court, Chennai in I.A.SR No.53419 of 2023 in O.S.No.3957 of 2021.

2. O.S.No.3957 of 2021 is a suit for specific performance of a contract together with allied reliefs. In the said suit, second defendant filed a written statement wherein he had pleaded that on account of a family dispute with respect to two theatres, the plaintiff had offered a loan initially for a sum of Rs.25 lakh in order to extinguish the loan that had been taken with Union Bank and a further sum of Rs.15.00 lakh in order to settle the sales tax dues. He added that to secure the

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aforesaid amounts paid by the plaintiff to the defendants, they had executed the agreements dated 02.04.2005 and a supplementary agreement dated 30.06.2005. The clear and categorical plea of the second defendant is that there was no intention to enter into an agreement of sale of the suit schedule mentioned properties. They had projected a different agreement for the sale of two theatres, for which, the defendants were owners. This plea in the written statement was denied by the plaintiff by filing a reply statement. Thereafter, he took out an application to decree the suit invoking Order XII, Rule 6 of CPC.

3. Learned XV Additional City Civil Court rejected the application at the threshold. Aggrieved by the same, the plaintiff is on revision.

4. I heard Mr.Madhan Babu for the petitioner.

5. Mr.Madhan Babu argues that since the defendants had admitted the execution of the agreement as well as the receipt of the amount paid under the agreement, the plaintiff is entitled to a decree as prayed for. For this proposition, he relies upon Order XII, Rule 6 of



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CPC. As early as in the year 1979, this Court had dealt with the issue of admissions. Justice Balasubrahmanyam, J, in *M.Manoharan Chetty v. C.Coomaraswamy Naidu* [(1979) 92 LW 736], had in clear terms held that an admission should be unequivocal and comprehensive. It must go the whole-hog, as it were, on the point in issue. In case it falls short, then, the Court should only treat it as a truncated admission.

6. Even a perusal of the Indian Evidence Act makes it clear that admission under Section 17 should be a statement which suggests that inference of the fact in issue that had been made by the persons and under the circumstances found under Sections 18 to 20 of the Act. The plea of Mr.Madhan Babu that as agreement had been admitted, the plaintiff is automatically entitled to a decree of specific performance, does not appeal to me at all. This is because a suit for specific performance cannot be decreed only on the basis of admission of an agreement.

7. In terms of Section 16 of the Specific Relief Act, the plaintiff has to substantiate before the Court that there are no personal bars as



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found under those Section for him to get the relief of specific performance. One of the important aspect of Section 16 is the crucial plea of readiness and willingness. The mere fact that the party admits to an agreement does not mean that the Court should automatically grant a decree of specific performance. Even if the defendants were to remain ex-parte, the Court still has to come to a conclusion whether the plaintiff was ready and willing to get the sale agreement converted into a sale deed.

8. The readiness and willingness is a mixed question of law and fact and it cannot be gone into at the stage of interlocutory application. That being the situation, though the learned trial Judge committed an error in not numbering the application, since substantial justice has been done by Court in dismissing the petition holding that the plea in the written statement does not amount to admission, I am not interfering with the above order.

9. For the above reasons, the civil revision petition is dismissed. There shall be no order as to costs.



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10. In the connected revision in CRP No.4322 of 2024, I confirmed the order of amendment that had been granted by the very same XV Additional City Civil Judge. Therefore, the defendants will be entitled to file an additional written statement to the amended plea. They shall do so on or before 29.11.2024. Once the pleadings are completed, the learned trial Judge shall frame necessary issues in the suit and take it up for disposal and shall complete the case after giving an opportunity to both sides to place their evidence before the Court, within a period of nine months from the date of settling of the issues.

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Index : Yes/No
Neutral Citation : Yes/No

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To

The Registrar
City Civil Court
Chennai.

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V.LAKSHMINARAYANAN,J

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