



IN THE HIGH COURT OF JUDICATURE AT MADRAS

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RESERVED ON :08.12.2023

PRONOUNCED ON :03.01.2024

CORAM

THE HONOURABLE MR. JUSTICE S.SOUNTHAR

S.A.No.510 of 2017
and C.M.P.No.12291 of 2017

T.K.T.G.Srinivasan

...Appellant

Vs.

1.A.Murthy

J.Duraiammal (died)

2.Yamunambigai

3.A.Gnanagurumurthy

4.A.Muthukumaran

5.P.R.Ranganathan

6.K.Srinivasan

7.M.A.Jayasankar

...Respondents

Prayer: Second Appeal filed under Section 100 of the Civil Procedure Code, against the judgment and decree dated 08.12.2016 passed in A.S.No.54 of 2014 on the file of the Principal District Judge, Vellore, reversing the judgment and decree dated 16.09.2014 passed in O.S.No.3 of 2001 on the file of the Subordinate Judge, Vellore.



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For Appellant : Mr.A.Jenasenan

For Respondents : Mr.K.V.Babu for R1
M/s.Patrick Ryan
for R2 to R4 and R6 & R7
R5-notice sent service awaited

J U D G M E N T

The 8th defendant/subsequent purchaser is the appellant. The first respondent herein filed a suit for specific performance. The suit was dismissed by the trial Court and the appeal filed by the first respondent was allowed. Aggrieved by the same, the 8th defendant in the suit is before this Court.

2. Complaint Averment:

According to the first respondent/plaintiff, he entered into a sale agreement dated 05.03.2000 with deceased Duraiammal (first defendant/predecessor of respondents 2 to 4). As per the terms of agreement, the sale consideration was fixed at Rs.9,00,000/-. The first respondent paid a sum of Rs.3,00,000/- on the date of agreement, the time



fixed for performance was six months. The said period expired on 04.09.2000. It was further claimed by the first respondent, he paid a further sum of Rs.2,25,000/- to third defendant/third respondent on 21.04.2000 and obtained an endorsement under Ex.A2. It was also averred that the first respondent paid further sums of Rs.25,000/-, Rs.20,000/- and Rs.30,000/- to third respondent on 21.05.2000, 30.06.2000 and 13.09.2000 respectively and obtained endorsements under Exs.A3, A4 and A5. Thus the said agreement vendor Duraiammal received a total sum of Rs.6,00,000/- till 13.09.2000. It was claimed by the first respondent, he was ready and willing to perform his part of the agreement and the deceased first defendant was evading execution of sale deed. The first respondent acquired knowledge about alienation made by deceased first respondent in favour of 3rd parties and hence he issued a legal notice dated 25.12.2000 calling upon the deceased first defendant to receive balance sale consideration of Rs.3,00,000/- from him and execute the sale deed. Since there was no favourable reply from 1st defendant, the first respondent filed a suit for specific performance on 02.01.2001.



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3. Subsequent to filing of the suit, the agreement vendor Duraiammal had passed away and her legal representatives were arrayed as defendants 2 to 4 (respondents 2 to 4 herein).

4. The defendants 2 to 4 filed a written statement and then remained ex-parte. It is admitted fact that the agreement mentioned property was sold by deceased first defendant Duraiammal in favour of 5th respondent [D5] under Ex.A9 dated 27.12.2000. The 5th respondent in turn sold the agreement mentioned property to D6 and D7 (R6, R7 herein) on 04.03.2022 under Ex.A11. The defendants 6 and 7 sold the suit property to 8th defendant/appellant under Ex.A12 dated 27.04.2004. The defendants 2 to 4, 5th defendant and 8th defendant filed separate written statements. The defendants 6 and 7 remained ex-parte.

5. Averment found in the written statement of respondents 2 to 4/D2 to D4:

The defendants 2 to 4 denied the execution of suit sale agreement and receipt of advance amount of Rs.3,00,000/-. They also



denied the receipt of various amounts under various endorsements made under Ex.A1 suit sale agreement. It was further averred in the written statement that the 3rd defendant had no authority to receive any amount and make an endorsement on behalf of the first defendant. It was also averred that the first respondent/plaintiff was a money lender and he used to lend money to deceased first defendant and take her signature and other members of her family on blank papers and on blank stamp papers. Those papers could have been pressed into service to file the present suit.

6. Averment found in the written statement of 5th-defendant/5th respondent:

The 5th respondent herein in his written statement claimed that he purchased the suit property from the first respondent after due verification and he found no encumbrance over the suit property. He claimed that he purchased the suit property for good and valid consideration. After purchase of the suit property, he came to know about the suit sale agreement and when he enquired the first defendant regarding the same, she assured to solve the dispute. In spite of several demand she failed to resolve the dispute and therefore, 5th respondent received back the sale amount from



the first defendant and executed sale deed in favour defendants 6 and 7 as per the direction of the first defendant. The 5th defendant also raised the plea of limitation and sought for dismissal of the suit.

7. Averments found in the written statement of appellant/8th defendant:

The appellant in his written statement had stated that the first respondent and 3rd respondent colluded together and brought about the suit agreement without the knowledge of appellant. He claimed himself as a bonofide purchaser of value without notice of any agreement with the first respondent. The appellant also raised the plea of bar under Order 2 Rule 2 of CPC by stating that the first respondent earlier filed a suit for bare injunction in O.S.No.1 of 2001 without including the prayer for specific performance and hence the present suit for specific performance was hit by Order 2 Rule 2.

8. Evidence before the Trial Court:

Before the trial Court, the first respondent/plaintiff was examined as PW.1. One of the attestor to Ex.A1 suit sale agreement was



examined as PW.2. On behalf of the first respondent/plaintiff, twelve documents were marked as Exs.A1 to A12. The 5th respondent and 8th defendant in the suit were examined as DW.1 and DW2. On behalf of the appellant, two documents were marked as Exs.B1 and B2.

9. Findings of the Courts below:

The trial Court on appreciation of oral and documentary evidence, came to the conclusion that the first respondent failed to prove the execution of suit sale agreement and consequently dismissed the suit. Aggrieved by the same, the first respondent herein preferred an appeal in A.S.No.54 of 2014 on the file of the Principal District Court, Vellore. The First Appellate Court reversed the findings of the trial Court and appeal was allowed by granting a decree for specific performance. Aggrieved by the same, the 8th defendant has come by way of this second appeal.

10. At the time of admission, this Court formulated the following substantial question of law by order dated 07.08.2017:

“Whether the action of the First Appellate Court in merely framing a question as to whether the judgment and



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decree passed by the trial Court is liable to be set aside as a point for consideration is in compliance with the letter and spirit of Order 41 Rule 31 of CPC, 1908?;

(ii) Whether the First Appellate Court can hold that the plaintiff was ready and willing to perform his obligations under the agreement merely because he had issued an Advocate notice regarding the same without considering the judgment of the Trial Court and the evidence available on record?;

(iii) Whether the First Appellate Court can issue a judgment holding that the defendants had not denied the sale agreement without considering the written statement filed by the said defendants specifically denying the execution of the sale agreement?;

(iv) Whether the First Appellate Court can grant a decree of specific performance without considering that the trial Court had held that the plaintiff has not proved the payment of consideration under the sale agreement?.



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11. Arguments of the learned counsel appearing for the

appellant:

The learned counsel appearing for the appellant submitted that the First Appellate Court reversed the findings of the trial Court on the ground that execution of the suit sale agreement was not denied by the defendants. However, the First Appellate Court failed to take into consideration that execution of suit sale agreement was specifically denied in the written statement filed by the defendants 2 to 4/legal representatives of agreement vendor Duraiammal. The learned counsel further submitted that the endorsements made in the suit sale agreement, which were marked as Exs.A2 to A5 were seriously disputed by the appellant/other defendants. However, the first respondent failed to prove the same by examining any independent witnesses. The learned counsel also submitted that as per the terms of agreement the time of six months fixed for performance of agreement expired on 04.09.2000. The first respondent issued his first notice seeking performance only on 25.12.2000 and thereafter filed the suit on 02.01.2001. Therefore, there is no explanation on the part of the first respondent to show



that he was ready and willing to perform his part of the contract from 04.09.2000 to 25.12.2000. The learned counsel further submitted that the 5th respondent was a bonofide purchaser of the suit property and the appellant herein is a subsequent purchaser claiming under him. The learned counsel also submitted that the First Appellate Court without discussing continuous readiness and willingness of the first respondent to perform his part of the agreement ought not to have granted decree for specific performance.

12. In support of his contention, the learned counsel appearing for the appellant relied on the following judgments:

- (i) *U.Venkatesan vs Susila and others* reported in **2023 (5) CTC 283**;
- (ii) *PadmaKumari Vs. Dassayan* reported in **(2015) 8 SCC 695**;
- (iii) *Vijay Kumar Vs. Om Prakash* reported in **AIR 2018 SC 5098**;
- (iv) *Ritu Saxena Vs. J.S.Grover* reported in **(2019) 9 SCC 132**;
- (v) *Mehbooj-Ur-Rehman Vs. Ahsanul Ghani* reported in **AIR (2019) SC 1178**;
- (vi) *C.S.Venkatesh Vs. ASC Murthy* reported in **(2020) 3 SCC 280**;
- (vii) *U.N.Krishnamurthy Vs. A.M.Krishnamurthy* reported in **AIR**



2022 SC 3361;

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(viii) *U.Manjunath Rao Vs. U.Chandrasekar* reported in (2017)

15 SCC 309;

(ix) *Somakka Vs. K.P.Basavaraj* reported in (2022) 8 SCC 261;

(x) *B.Santoshamma Vs. D.Sarala* reported in (2020) 19 SCC 80;

(xi) *K.Karuppuraj Vs. M.Ganesan* reported in (2021) 10 SCC 777

13. **Arguments of the learned counsel appearing for the first respondent:**

The learned counsel appearing for the contesting first respondent submitted that the appellant herein is not a bonafide purchaser for value and hence he is not entitled to maintain an appeal challenging the decree for specific performance. It was submitted that the first respondent/plaintiff issued a paper publication under Ex.A8 dated 26.02.2001 informing the general public about the suit sale agreement. Therefore, any 3rd party purchaser including appellant, respondents 6 and 7 could not be treated as bonafide purchaser without notice of prior agreement. The learned counsel further submitted that as per the suit sale agreement, the consideration was Rs.9,00,000/- and whereas, the agreement mentioned property was sold to 5th



defendant by first defendant (agreement vendor) to 5th defendant under Ex.A9 for a lesser sum of Rs.4,50,000/-. Subsequently, 5th defendant sold the agreement mentioned property to defendants 6 and 7 under Ex.A11 for a sum of Rs.7,27,200/-. Finally, the defendants 6 and 7 sold the agreement mentioned property to appellant/D8 under Ex.B2 for a value of Rs.8,04,600/-. Therefore, all the subsequent sale deeds were for a lesser value. In such circumstances, the appellant cannot claim himself as a bonafide purchaser for good consideration. The learned counsel also submitted that the sale in favour of defendants 6 and 7 by 5th defendant was at the instance of first defendant and hence appellant's vendors namely the defendants 6 and 7 could not be treated as bonafide purchaser. The learned counsel by taking this Court to the fact that the balance amount of Rs.3,00,000/- was remitted by the appellant before the Court on 13.09.2013 submitted that the readiness and willingness on the part of the first respondent was duly proved and consequently the decree for specific performance passed by the First Appellate Court ought to be sustained.

14. **Questions of law 3 and 4:**

The First Appellate Court in its judgment observed that the



suit sale agreement executed by the first defendant was not denied by LR's of first defendant. The said observation of the First Appellate Court is a result of misreading of pleadings namely the written statement filed by the defendants 2 to 4. In the written statement of defendants 2 to 4 (LR's of deceased D1) they clearly denied the execution of suit sale agreement and fixation of sale price at Rs.9,00,000/-. Even though in the written statement, defendants 2 to 4 had stated that the first defendant (agreement vendor) had filed a written statement during her life time denying the execution of suit sale agreement, perusal of the notes paper of the trial Judge would suggest the first defendant died without filing written statement and only his Legal representatives D2 to D4 filed the written statement denying the execution. The defendants 2 to 4 also denied the receipt of advance and subsequent payments under various endorsement Exs.A2 to A5. Even, the appellant/8th defendant in his written statement raised a plea that the suit sale agreement was not true and denied various payments made under suit sale agreement. He also denied the authority of the 3rd defendant to receive payment on behalf of the first defendant. Therefore, finding rendered by the First Appellate Court, as if the execution of the suit sale agreement was not denied by the defendant is a result of misreading of pleadings and hence the same is liable to be set aside.



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15. In order to prove the execution of suit sale agreement the first respondent herein examined himself as PW.1 and one of the attestor to suit sale agreement was examined as PW.2. A perusal of evidence of PW.2 would suggest that he had been the assistant of the document writer Gopikrishnan for the past 20 years and said Gopikrishnan is the document writer for all the documents of first respondent/plaintiff who engaged in real estate and money lending business. In his cross examination when he was questioned about a sale deed executed in favour of first respondent's wife, he answered that he could not re-collect. Later on, he deposed that he could re-collect sale deed in favour of first respondent's wife and he attested the said document. The answers given by PW.2 in his cross examination makes his evidence shaky and it is not safe to rely on his evidence solely to come to a conclusion that Ex.A1 was duly executed. The trial Court after referring to the evidence of PW.2, came to the conclusion that execution of sale agreement and payments made thereunder were not properly proved by the first respondent/plaintiff. The First Appellate Court as a final Court of facts ought to have considered the said finding of the trial Court and should have rendered its own finding. However, the First Appellate Court without discussing the



finding of the trial Court with regard to the execution of the suit sale agreement and the payments made under the said agreement, abruptly came to the conclusion that the suit sale agreement was not denied by the defendants and hence the first respondent was entitled to decree for specific performance. In view of the discussions made earlier, this court comes to the conclusion that evidence of PW.2 is not sufficient to prove execution of suit sale agreement and hence I hold the first respondent/plaintiff failed to prove due execution of suit sale agreement.

16. The appellant and other defendants also denied various payments allegedly made by first respondent under various endorsement found in suit sale agreement Exs.A2 to A5. A perusal of Ex.A1 suit sale agreement would suggest Exs.A2 to A5 endorsement were not attested by anybody. The Exs.A2 to A5 endorsement were not made by the agreement vendor/first defendant. However, those endorsement were made by the 3rd defendant. The authority of 3rd defendant to make an endorsement on behalf of the first defendant, who was party to the suit sale agreement was questioned by the defendants in their written statement. When PW.1 was examined, he deposed that endorsements were made by the 3rd defendant



Gnanamoorthy after receiving amount from him. He also deposed that the endorsements were made in his house. He further deposed that endorsements were made by Gnanamoorthy as per instructions of first defendant through phone and the house of first defendant situated 5 or 6 houses away from his house. If the house of first defendant Duraiammal is just 5 or 6 houses away from PW1's house, he could have straight away paid the amount and got endorsement from Duraiammal herself. In such a case, there was no need for first respondent to pay the amount and get endorsement from 3rd defendant who was not a party to the suit sale agreement. Pointing out this clinching fact, the trial Court came to the conclusion that the payment of amount under various endorsements made in the suit sale agreement were not proved. The First Appellate Court being a final Court of facts again failed to take into consideration the said findings of the trial Court and render its own finding on the genuineness of the endorsement and the passing of consideration under the endorsement. Even assuming the endorsement made by the 3rd defendant and the payment received by him were true, he had no authority to receive payment and make endorsement on behalf of the first defendant. Therefore, this Court comes to the conclusion that the payment made under Exs.A2 to A5 were not properly proved and even assuming the same was proved payment to



3rd defendant would not amount, to payment of amount to agreement vendor under the agreement. In view of the discussions made earlier, the questions of law 3 and 4 are answered in favour of the appellant and against the respondent.

17. **Question of law No.2:**

It is settled law, that in a suit for specific performance, the plaintiff shall prove his readiness and willingness to perform his part of the agreement from the date of inception of agreement down to the date of filing of the suit.

18. In this regard, it would be appropriate to refer to the following decisions of Apex Court. In ***Vijay Kumar Vs. Om Prakash*** reported in ***AIR 2018 SC 5098***, while considering the obligations to the plaintiff to prove readiness and willingness in a suit for specific performance. The Apex Court observes as follows:

“(7) In order to obtain a decree for specific performance, the plaintiff has to prove his readiness and willingness to perform his part of the contract and the readiness and willingness has to be shown through out and has to be



established by the plaintiff. In the case in hand, though the respondent plaintiff has filed the suit for specific performance on 29th April, 2008, the respondent-plaintiff has not shown his capacity to pay the balance sale consideration of Rs.22,00,000 (Rupees Twenty Two Lakhs). In his evidence, the respondent plaintiff has stated that he has borrowed the amount from his friends and kept the money to pay the balance sale consideration. As rightly pointed out by the Trial Court, the respondent-plaintiff could not produce any document to show that he had the amount of Rs.22,00,000 (Rupees Twenty Two Lakhs) with him on the relevant date; nor was he able to name the friends from whom he raised money or was able to raise the money. Further more, as rightly pointed out by the Trial Court, the respondent-plaintiff could have placed on record his Accounts Book, Pass Book or the Statement of Accounts or any other negotiable instrument to establish that he had the money with him at the relevant point of time to perform his part of the contract. We are, therefore, in agreement with the view taken by the Trial Court that the respondent-plaintiff has not been able to prove his readiness and willingness on his part.”

19. In **C.S.Venkatesh Vs. ASC Murthy** reported in (2020) 3 SCC 280, the Apex Court observes as follows:



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16. The words 'ready and willing' imply that the plaintiff was prepared to carry out those parts of the contract to their logical end so far as they depend upon his performance. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of performance. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of contract, the court must take into consideration the conduct of the plaintiff prior, and subsequent to the filing of the suit along with other attending circumstances. The amount which he has to pay the defendant must be of necessity to be proved to be available. Right from the date of the execution of the contract till the date of decree, he must prove that he is ready and willing to perform his part of the contract. The court may infer from the facts and circumstances whether the plaintiff was ready and was always ready to perform his contract.

17. In *N.P. Thirugnanam (Dead) by LRs. v. Dr. R. Jagan Mohan Rao and Others*¹, it was held that continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant of the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or



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refusing to grant the relief. If the plaintiff fails to either aver or prove the same, he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior to and subsequent to the filing of the suit along with other attending circumstances. The amount of consideration which he has to pay to the defendant must necessarily be proved to be available.

18. *In Pushparani S. Sundaram and Others v. Pauline Manomani James* (deceased) and Others², this Court has held that inference of readiness and willingness could be drawn from the conduct of the plaintiff and the totality of circumstances in a particular case. It was held thus:

“So far these being a plea that they were ready and willing to perform their part of the contract is there in the pleading, we have no hesitation to conclude, that this by itself is not sufficient to hold that the appellants were ready and willing in terms of Section 16(c) of the Specific Relief Act. This requires not only such plea but also proof of the same. Now examining the first of the two circumstances, how could mere filing of this suit, after exemption was granted be a circumstance about willingness or readiness of the plaintiff. This at the most could be the desire of the plaintiff to have this property. It may be for such a desire this suit was filed raising such a plea. But Section 16(c) of the



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said Act makes it clear that mere plea is not sufficient, it has to be proved.” 1995 (5) SCC 115 2002 (9) SCC 582

19. Similar view has been taken by this Court in Manjunath Anandappa URF Shivappa Hanasi v. Tammanasa and Others³ and Pukhraj D. Jain and Others v. G. Gopalakrishna⁴.

20. The judgment of this Court in Umabai and Anr. v. Nilkanth Dhondiba Chavan (Dead) by LRs. and Anr.,⁵ is almost similar to the case at hand where the plaintiff had filed a suit for specific performance of the agreement to re- convey property. The plea of the plaintiff was that the transaction was one of mortgage and the sale stood redeemed and the plaintiff was discharged from the debt and he was ready to pay the defendant the amount for the property only in the alternative that the plea of mortgage was not accepted by the Court, would show that his readiness was conditional. The plaintiff did not have any income and could not raise the amount required for re-purchase of the property. In the totality of the circumstances, it was held that the plaintiff was not ready and willing to perform the contract. The conditions laid for the specific performance of the contract are in para 30, which is as under:

“30. It is now well settled that the conduct of the parties, with a view to arrive at a finding as to whether the plaintiff- respondents were all along and still are ready and willing to



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perform their part of contract as is mandatorily required under [Section 16\(c\)](#) of the Specific Relief Act must be determined having regard to the entire attending circumstances. A bare averment in the plaint or a statement made in the examination-in-chief would not suffice. The conduct of the plaintiff-respondents must be judged having 2003 (10) SCC 390 2004 (7) SCC 251 (2005) 6 SCC 243 regard to the entirety of the pleadings as also the evidences brought on records”.

21. In the instant case, the plaintiff has alleged that he was ready to pay Rs.35,000/- to the defendants and called upon them to execute the re- conveyance deed. However, in para 11 of the plaint it is pleaded that the plaintiff was running contract business wherein he suffered heavy loss and as such he gave up the business. It is also pleaded that at present the plaintiff has no business or profession and has no source of income. He has no property, either movable or immovable. Mere plea that he is ready to pay the consideration, without any material to substantiate this plea, cannot be accepted. It is not necessary for the plaintiff to produce ready money, but it is mandatory on his part to prove that he has the means to generate the



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consideration amount. Except the statement of PW-1, there is absolutely no evidence to show that the plaintiff has the means to make arrangements for payment of consideration under the reconveyance agreement.

20. Let us discuss case on hand in the light of the decision referred above. We have already come to a conclusion that payment of advance as well as various payments under endorsement Exs.A2 to A5 were not proved by the plaintiff. In addition to the same, as per the terms of the agreement, the time fixed for performance of the contract expired on 04.09.2000. The last payment under endorsement A5 said to have been made on 13.09.2000. Thereafter, the first respondent/plaintiff issued pre-suit notice only on 25.12.2000. When time for performance expired as early as 04.09.2000 why the first respondent issued his first notice under Ex.A6 on 25.12.2000 was not explained. Though PW.1 in his evidence had stated even at the time of entering into the agreement, he had entire sale consideration in his hands, absolutely there is no explanation why he made various staggered payments till 13.09.2000 was not explained. Further, even after expiry of the time limit he has not expressed his readiness and willingness to the first



defendant by issuing any communication. The first communication takes place only on 25.12.2000. In these circumstance, this Court comes to a conclusion that the first respondent failed to prove his readiness and willingness to perform his part of the contract from the date of inception to the date of filing of the suit. The First Appellate Court simply said first respondent issued a legal notice to defendant to show his readiness and willingness to purchase the property without considering the continuous readiness and willingness from the date of agreement down to the date of filing of the suit. Hence, the said finding of First Appellate Court is also liable to be set aside and the question of law No.2 is answered in favour of appellant and against the respondent.

21. Substantial question of law No.1:

One of the main contention of the learned counsel for the appellant was that the First Appellate Court failed to frame proper points for consideration in the appeal and thereby violated the mandate under Order 41 Rule 31 of C.P.C. The First Appellate Court in its judgment framed the following points for consideration:

- (i) Whether the judgment and decree passed in O.S.No.3 of



2001 dated 05.03.2000 on the file of the Subordinate Judges Court, Vellore is liable to be set aside;

(ii) To what other relief the appellant is entitled?

After framing these two points both the points were taken together and the First Appellate Court came to the conclusion that the appellant herein was a *pendent lite* purchaser and hence the first respondent was entitled to get a decree for specific performance. The First Appellate Court also rendered a finding that suit sale agreement was not denied in the written statement and the first respondent proved his readiness and willingness by issuing notice to the defendants. The findings rendered by the First Appellate Court with regard to the execution of the sale agreement, readiness and willingness of the first respondent and entitlement of the appellant to maintain second appeal etc., were dealt with by this Court in the previous paragraphs. As far as mandate under Order 41 Rule 31 of C.P.C is concerned, the first question framed by the First Appellate Court is a comprehensive one. The framing of such a comprehensive point for consideration would amount to substantial compliance of mandate under



Order 41 Rule 31 of C.P.C., provided all important issues arising for consideration are dealt with in a satisfactory way by the First Appellate Court.

In the case on hand, as discussed earlier, the other necessary issues arising for consideration in the suit for specific performance are not dealt with by the First Appellate Court in a satisfactory manner and as a consequence, I hold the mandate under Order 41 Rule 31 of C.P.C., was not substantially complied. Hence, the first question of law is answered in favour of appellant and against the respondent.

22. In nutshell:

(a) In view of the answers to questions of law framed at the time of admission, the second appeal is allowed by setting aside the judgment and decree passed by the First Appellate Court;

(b) The judgment and decree passed by the trial Court dismissing the suit is restored;

(c) In the facts and circumstances of the case, there shall be no order as to costs; and

(d) Consequently, connected miscellaneous petition is closed.



27

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03.01.2024

Index : Yes/No
Internet : Yes/No
Neutral Citation Case : Yes/No
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To

1. The Principal District Judge, Vellore.
2. The Subordinate Judge, Vellore



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28

S.SOUNTHAR, J.
ub

Pre-delivery order made in
S.A.No.510 of 2017



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03.01.2024