



S.A(MD)No.105 of 2019

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Reserved on : 12.07.2024

Pronounced on : 03.10.2024

CORAM

**THE HONOURABLE MR.JUSTICE P.VADAMALAI**

S.A(MD)No.105 of 2019

and

C.M.P(MD)No.2783 of 2019

A.Kartheesan

... Appellant/Appellant/  
Plaintiff

Vs.

Padmanaba Karayalar

... Respondent/Respondent/  
Defendant

**PRAYER :-**

This Second Appeal is filed under Section 100 of the Civil Procedure Code, to set aside the judgment and decree dated 16.04.2018 passed in A.S.No.72 of 2014 on the file of the District Judge, Kanyakumari at Nagercoil, confirming the judgment and decree dated 28.04.2014 passed in O.S.No.263 of 2010 on the file of the II Additional Sub Judge, Nagercoil and to allow the Second Appeal.

For Appellants : Mr.V.Balaji

For Respondent : Mr.K.P.Narayanakumar



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## JUDGMENT

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This Second Appeal is preferred against the judgment and decree, dated 16.04.2018 passed in A.S.No.72 of 2014 on the file of the District Court, Kanyakumari District at Nagercoil, confirming the judgment and decree, dated 28.04.2014 passed in O.S.No.263 of 2010 on the file of the II Additional Sub Court, Nagercoil.

2. The appellant is the plaintiff and the respondent is the defendant in O.S.No.263 of 2010 on the file of the II Additional Sub Court, Nagercoil. The appellant/plaintiff filed the suit for specific performance to direct the defendant to execute a sale deed in respect of II Schedule suit property.

3. For the sake of convenience, the parties referred as plaintiff and defendant as arrayed in O.S.No.263 of 2010 on the file of the II Additional Sub Court, Nagercoil.

### 4. Case of the plaintiff:

The defendant approached the plaintiff and he has title over I Schedule property measuring 5 acres and 4 cents in S.No.457/3 and 457/6 of



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Agastheeswaram village and offered to sell the same to the plaintiff.

The defendant agreed to sell at Rs.6,250/- per cent to the plaintiff.

On 19.08.2006, the plaintiff and the defendant entered into a sale agreement

regarding I Schedule property. The defendant received Rs.2,00,000/- as

advance on the same day. Thereafter, the defendant received Rs.3,00,000/-

on 14.09.2006, Rs.1,00,000/- on 11.10.2006 and Rs.1,00,000/- on

15.11.2006 i.e., the defendant totally received Rs.7,00,000/- towards sale

consideration and he endorsed the same on the back side of sale agreement.

In December 2006, the plaintiff demanded the defendant to execute the sale

deed after receiving the balance sale consideration. The defendant evaded to

register. Later, on enquiry, the plaintiff came to know that the I Schedule

property originally belonged to Subramania Karayalar, who executed the

Will in favour of his legal heirs Padmanabha Karayalar (defendant herein),

Thangammal, Muthusamy Karayalar, Andi Karayalar and Shamugavalli.

The plaintiff approached the other legal heirs and told them about the sale

agreement. The other legal heirs executed the sale deed in respect of

respective shares over the I schedule property after receipt of the sale

amount. The defendant's share is only 93 cents out of 5 acre 4 cents i.e.,

I Schedule property. The total amount of his share is 93 x Rs.6,250/- =



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Rs.5,81,250/-, but the defendant received Rs.7,00,000/- i.e., Rs.1,18,750/- in

excess. The defendant's share of 93 cents is shown as II Schedule property.

The plaintiff was always willing and ready to perform his part. The defendant was evading to execute the sale deed. Hence, the suit is filed.

### **5. Case of the Defendant:**

As per sale agreement, the total sale consideration is Rs.31,50,000/-, but the plaintiff valued at only Rs.5,81,250/-. So, the value of the suit and Court-fee paid is not correct and as such the suit is liable to be rejected. The plaintiff was not ready and willing to perform his part of contract and hence, the contract was terminated on 17.02.2007. There is a delay in filing the suit. The defendant never informed the plaintiff that he is having title to an extent of 5 acres and 4 cents in S.No.457/3 and 457/6. Except the fact that on 19.08.2006, the plaintiff and the defendant entered into a written agreement and the defendant received a total advance of Rs.7,00,000/-, the other averments are denied as false. There is only one item of property in the sale agreement and there is no item No.I and item No.II. Subramoniya Karayalar executed the Will of 1963 in respect of leasehold lands and not for patta lands. The suit properties are patta lands and the same are not yet



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partitioned, in which, male members alone are in joint possession.

The female members have no right over the properties. The executants of sale deeds are incompetent to execute sale deeds. The plaintiff has to pay the balance sale consideration before 18.10.2006 after measuring the property. The defendant and the other co-owners were always ready and willing to join the execution of sale deed, but the plaintiff was not at all ready and willing to pay the balance sale consideration. Hence, the defendant sent a legal notice terminating the agreement as early as 17.02.2007 and the plaintiff managed to return it. The suit is to be dismissed.

6. Upon pleadings, the trial Court framed the following issues:

*"(i) Whether the plaintiff is entitled for a judgment and decree directing the defendant to execute the sale deed in favour of the plaintiff regarding II.Schedule property after getting the balance sale consideration?*

*(ii) To what relief, the plaintiff is entitled for?"*

7. During trial, on the plaintiff's side P.W.1 and P.W.2 were examined and Ex.A.1 to Ex.A.6 were marked. On the defendant's side no witness was examined and no exhibit was marked.



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8. After hearing both and considering evidences of both sides, the learned trial Judge/II Additional Sub Judge, Nagercoil concluded that the plaintiff has not proved his case and dismissed the suit by passing judgment and decree, dated 28.04.2014.

9. Aggrieved by the judgment and decree in O.S.No.263 of 2010, the plaintiff preferred the Civil Appeal in A.S.No.72 of 2014 on the file of the District Court, Kanniyakumari at Nagercoil. The first Appellate Court after hearing both passed judgment, dated 16.04.2018 dismissing the appeal in A.S.No.72 of 2014 and confirmed the judgment and decree passed in O.S.No.263 of 2010.

10. Challenging the judgment and decree of the First Appellate Court, the plaintiff preferred this Second Appeal and the same has been admitted on 12.07.2024 by framing the following substantial questions of law:-

*" i. Are not the Courts below wrong in dismissing the suit without drawing adverse inference against the defendant for withholding the Will executed by his father in the year 1963?*



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*ii. Whether the Courts below were wrong in not drawing an adverse inference against the defendant for non-production of the alleged notice dated 17.02.2007 terminating the sale agreement (Ex.A1)?*

*iii. Whether time is not an essence of the contract since the defendant received the balance sale price after the lapse of the period agreed under Ex.A1?*

*iv. Whether the Courts below erred in dismissing the suit without appreciating the oral and documentary evidence adduced on the side of the plaintiff?"*

11. The learned counsel for the appellant/plaintiff submitted that the I schedule property is measuring 5.04 acres, comprised on S.Nos.457/3 & 457/6 of Agastheeswaram village of Kanyakumari District. The defendant entered into the sale agreement with the plaintiff as if he is the owner of the entire property. It was agreed to sell the property at Rs.6,250/- per cent and the defendant has totally received Rs.7,00,000/- on various dates. Later, the plaintiff came to know that the I Schedule property originally belonged to Subramoniya Karayalar, who executed a registered Will in the year 1963 in favour of his sons and daughters, among them the defendant is one of the



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sons. This was not in dispute. It is further submitted that on disclosing the sale agreement, the other co-sharers have executed their respective shares in favour of the plaintiff under Ex.A.2, Ex.A.5 and Ex.A.6 sale deeds. The defendant alone has to execute the sale deed in respect of his share, i.e., 93 cents out of 5.04 acres, which is shown as II Schedule property. As per agreed rate, for 93 cents, the sale consideration comes to Rs.5,81,250/-, however, the defendant received a total sum of Rs.7,00,000/-, on various dates. The receipt of Rs.7,00,000/- has not been disputed by the defendant and if so, the defendant has to repay Rs.1,18,750/- and execute the sale deed as per sale agreement. The Courts below held that in the Will, the survey number is mentioned as 6122, but the suit property survey numbers are 457/3 and 457/6 and there is no correlated material for both survey numbers. Further, the Courts below held that the Will would not confer title to the suit property. The Courts below erred in such holding. The Courts below failed to consider the fact that after the demise of Subramaniya Karayalar, the Will came into force and there is no dispute in respect of title over the suit property by the defendant and his other legal heirs of Subramaniya Karayalar. Further, in Ex.A.3 and Ex.A.5, the original survey number 6122 was mentioned as correlating the present survey number. Though the



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defendant alleged time was fixed for two months from the date of sale agreement, he has received an advance of Rs.7,00,000/- towards sale consideration, even after the fixed time, i.e. the defendant received Rs.1,00,000/- on 15.11.2006 and he further alleged that he sent a notice dated 17.02.2007 terminating sale agreement. So, time is not an essence of the contract. The defendant has not proved the alleged termination of the sale agreement. Further, as per the Will of the year 1963, the defendant is entitled to only 93 cents. The Will was discussed by the Courts below but failed to take note for considering the relief. As the defendant received more than the sale consideration in respect of his 93 cents and other co-sharers executed the sale deed in favour of the plaintiff in respect of their shares, no pre-legal notice is necessary in respect of his performance of contract. The plaintiff is always willing and ready to perform his part and so, he got the sale deed from the other co-sharers of the property as per the sale agreement. The plaintiff is entitled to get specific performance relief in respect of the defendant's share from him as per sale agreement. As per Section 12 (2) of the Specific Relief Act, part performance can be given and the Court can order for part specific performance. The defendant has admitted the above facts in his written statement. Though the defendant took a stand that the



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plaintiff is not entitled to the relief as he terminated the sale agreement, he failed to prove the same by letting in oral as well as documentary evidence.

The Courts below have not properly appreciated the evidences and erred in negative the discretionary relief to the plaintiff. Therefore, the Second Appeal may be allowed. In support of his argument, the learned counsel for the plaintiff relied on the citation reported in **2011 (2) CTC 727 (Navaneethakrishnan /v/ S.A.Subramania Raja).**

12. Per contra, the learned counsel for the respondent/defendant contended that the Ex.A.1 sale agreement is for entire extent of 5.04 acre, but the suit is filed for 93 cents regarding II Schedule of property alone. There are no two schedules in the sale agreement. The plaintiff introduced new facts in his plaint unilaterally. The plaintiff can get relief only when he satisfies the provision of Sections 9, 10, 11, 14 and 16 of the Specific Relief Act. There is a specific condition fixing time for executing the sale deed as two months only i.e., the sale has to be executed on or before 18.10.2006 from the date of sale agreement 19.08.2006. As per sale agreement, the plaintiff has to pay Rs.31 lakhs for the entire property, but the plaintiff has not paid the entire sale consideration to the defendant. Even according to the



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plaintiff, he has purchased totally 7 acres 51 cents under Ex.A.3, Ex.A.5 and Ex.A.6. He purchased more than the extent mentioned in the sale agreement and hence there is nothing to be executed. Part of specific performance is unknown to law and it cannot be granted by the Courts. The plaintiff has not produced the Will to prove the share of the defendant. The plaintiff has not proved his readiness and willingness though he pleaded that he has given substantial sale consideration. In support of his argument, the learned counsel for the defendant has relied on the citation reported in **2013 (1) TNCJ 426 (SC) (Satish Batra /v/ Sudhir Rewal)** and prayed to dismiss the Second Appeal.

13. In reply, the learned counsel for the plaintiff submitted that the sale deed Ex.A.3 and Ex.A.5 alone related to the suit property and Ex.A.6 is related to adjacent property. As per Will, the legal heirs, Padmanaba Karayalar (defendant herein), Thangammal, Muthusamy Karayalar, Andi Karayalar and Shamugavalli are entitled to 93 cents each. Through Ex.A.3 and Ex.A.5, the plaintiff purchased each 93 cents from Thangammal, Muthusamy Karayalar, Andi Karayalar and Shamugavalli, who are other co-sharers of the suit property, their title was not disputed by the defendant.



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The defendant alone is to execute the sale deed for his share of 93 cents.

Ex.A.6 property belonged to the brother of the Subramanya Karayalar.

The sale deeds correlates the suit survey number with the survey number mentioned in the Will. The remaining portion is only 93 cents due from the defendant, for which, the suit is laid. The Courts below wrongly discussed about Ex.A.6. The defendant has to produce the Will as he is one of the family members of Subramanya Karayalar, while he is disputing the share. It is not expected from the plaintiff to produce the Will.

14. Heard the arguments of both and perused the material records of the case.

15. It is admitted fact that the suit properties with a total extent of 5.04 acres originally belonged to Subramoniya Karayalar, whose legal heirs are Padmanaba Karayalar (defendant herein), Thangammal, Muthusami Karayalar, Andi Karayalar and Shamugavalli. The said Subramoniya Karayalar is said to have executed a Will of the year 1963 in favour of his legal heirs in respect of his property 5.04 acres, which is not disputed by the defendant. The defendant admitted that he and the plaintiff entered into



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Ex.A.1 sale agreement, dated 19.08.2006 in respect of entire 5.04 acres as if the entire extent belonged to him, for a sale consideration of Rs.6,250/- per cent and he received a sale consideration advance of Rs.7,00,000/- on various dates. After coming to know the other legal heirs, the plaintiff got registered sale deed under Ex.A.3 and Ex.A.5 from the other legal heirs, but the defendant evaded to execute his share, the plaintiff filed the present suit for specific performance. The Courts below negative the relief as part performance could not be granted and also held that the plaintiff was not ready and willing to perform his part of contract. Challenging the concurrent findings, the present Second Appeal is preferred by the plaintiff.

16. In Second Appeal, though this Court would not re-appreciate the evidence as the Courts below gave concurrent findings, the Hon'ble Supreme Court in **Ravi Setia v. Madan Lal** case reported in (2019) SCC 381 held that in cases of perverse findings/complete misunderstanding/erroneous consideration of the evidence, or failure to consider relevant evidence, a Court in the Second Appeal could re-appreciate the evidence. Further, in **Nazir Mohamed v. J.Kamala** case reported in (2020) 19 SCC 57 the Hon'ble Supreme Court held as follows:



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*“37(iv). The general rule is, that the High Court will not interfere with the concurrent findings of the courts below. But it is not an absolute rule. Some of the well recognized exceptions are where: (i) the courts below have ignored material evidence or acted on no evidence; (ii) the courts have drawn wrong inferences from proved facts by applying the law erroneously; or (iii) the courts have wrongly cast the burden of proof. A decision based on no evidence, does not refer only to cases where there is a total dearth of evidence, but also refers to case, where the evidence, taken as a whole, is not reasonably capable of supporting the finding.”*

17. In view of the above proposition of law, the present case has to be weighed. The defendant executed Ex.A.1 - Sale Agreement with the plaintiff for entire extent of 5.04 acres, which was originally belonged to his father Subramaniya Karayalar. As per Will of the year 1963, the property was conveyed to all his legal heirs including the defendant. The defendant has other siblings namely Thangammal, Muthusamy Karayalar, Andi Karayalar and Shamugavalli. After the demise of the Subramoniya Karayalar, the Will of the year 1963 came into force. This was not objected and disputed by the



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defendant. So, all the legal heirs of the said Subramoniya Karayalar are entitled to the entire extent of 5.04 acres. But the defendant has entered into sale agreement for the entire extent without disclosing the other legal heirs. However, later the plaintiff disclosed about the sale agreement of the defendant to other legal heirs and got sale deeds registered from the other co-sharers after giving their respective sale consideration, as seen from Ex.A.3 and Ex.A.5 sale deeds. But, the Courts below erred in holding that under the Will, title was not conveyed to the other co-sharers.

18. On perusal of written statement of the defendant, wherein the defendant categorically admitted the case of the plaintiff, which is extracted as follows:

*"17.Except the facts that the plaintiff schedule property originally belonged to one Subramoniya Karayalar, in 1963 he executed a registered Will and the legatees are in joint possession and the enjoyment of the properties, the remaining allegations in para 5 of the plaint are denied as false...The Will of the year 1963 is in respect of leasehold lands only and not patta land. The plaintiff schedule property is patta land.*



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*20. The executants of the sale deeds are incompetent to execute the same since they have no right over the properties. The patta lands are not yet partitioned and they are in joint possession of the male members. The female members have no manner of right over the properties.*

*26. The plaintiff offered to purchase the property having 5 acres 4 cents for Rs.6,250/- per cent from the defendant and other sharers. ....*

*30. The defendant was always ready and willing to execute sale deed after receiving the balance sale consideration from the plaintiff. The other co-owners of the property were also ready and willing to execute sale deed in favour of the plaintiff on receipt of the balance sale consideration.”*

As per the above defendant's written statement, the suit property is not partitioned and the female members have no manner of right over the property. It is now a settled proposition of law that if a property is not partitioned between all the male and female members of the family then it is not a separate property of a heir but it is a family property. Moreover, the defendant himself admitted that the other co-owners of the property were



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also ready and willing to execute the sale deed in favour of the plaintiff on receipt of the balance sale consideration. The plaintiff has paid the balance sale consideration to other co-owners and got registered sale deeds under Ex.A.3 and Ex.A.5. The only remaining portion belonged to the defendant and hence, he has filed the present suit for getting sale deed in respect of the defendant's share of 93 cents. The defendant has not objected the shares of the other co-owners nor he challenged the sale deeds executed by the other co-owners. It is a settled proposition that where any property is held jointly and once any party to the contract has agreed to sell such joint property, the agreement, then even if the other co-sharer has not joined, at least to the extent of his share, the party to the contract is bound to execute the sale deed. Thus the sale deeds Ex.A.3 and Ex.A.5 are valid in the eye of law. At this juncture, as rightly submitted by the plaintiff's counsel that the plaintiff can claim specific performance of the defendant as other co-owners executed sale deed is accepted as held by this Court in **2011 (2) CTC 727**.

19. Yet another contention raised by the defendant is that the plaintiff is not ready and willing to perform his part of contract, which is untenable in the facts and circumstances of the case. The defendant admitted that he has



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received advance sale consideration of Rs.7,00,000/- on various dates and also the other co-sharers have executed the sale deed upon approach of the plaintiff and the only remaining is 93 cents, which is shown as II Schedule property. Thus, the defendant received more than his part of share amount i.e.,  $93 \times \text{Rs.}6,250 = \text{Rs.}5,81,250/-$ , but the defendant admitted the receipt of Rs.7,00,000/-. A brother Judge of this Court already held in S.A.No.526 of 2015 in his judgment, dated 25.04.2022 that *“in a case where the entire sale consideration has been paid by the agreement holder and he has approached the Court within a reasonable time after failing in his attempt to get the sale deed executed in his favour by the vendor, readiness and willingness must be held to have been proved by the agreement holder”* following the decision of the Hon’ble Supreme Court. The Hon’ble Supreme Court in ***P.Ramasubbamma Vs. V. Vijayalakshmi & Ors., Civil Appeal No. 2095 of 2022, dated 11.4.2022*** rendered and the relevant paragraph is extracted hereunder:

*“5.2 Considering the fact that original defendant No. 1 –vendor – original owner admitted the execution of agreement to sell dated 12.04.2005 and even admitted the receipt of substantial advance sale consideration, the learned Trial Court*



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*decreed the suit for specific performance of agreement to sell dated 12.04.2005. Once the execution of agreement to sell and the payment/receipt of advance substantial sale consideration was admitted by the vendor, thereafter nothing further was required to be proved by the plaintiff – vendee. Therefore, as such the learned Trial Court rightly decreed the suit for specific performance of agreement to sell. The High Court, was not required to go into the aspect of the execution of the agreement to sell and the payment/receipt of substantial advance sale consideration, once the vendor had specifically admitted the execution of the agreement to sell and receipt of the advance sale consideration; thereafter no further evidence and/or proof was required.”*

20. Applying those principles in the case on hand, the defendant admitted Ex.A.1 - Sale Agreement and agreed to sell the property at the rate of Rs.6,250/- per cent. According to the Will of the year 1963 executed by Subramaniya Karayalar, the other co-sharers executed the sale deeds under Ex.A.3 and Ex.A.5 on receipt of the balance sale consideration as per the rate



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at Rs.6,250/-. This was not disputed by the defendant and not challenged by the defendant. That being the case, the defendant is to execute his share i.e. 93 cents, for which, the sale price is Rs.5,81,250/- (93 x Rs.6,250/-). The defendant admitted that he received Rs.7,00,000/- on various dates. In view of the recent proposition of law of the Hon'ble Supreme Court '*once the vendor had specifically admitted the execution of the agreement to sell and receipt of the advance sale consideration; thereafter no further evidence and/or proof was required*' as the plaintiff has proved his readiness and willingness and nothing more required to be proved.

21. The contention raised by the defendant that the sale agreement has to be executed within two months i.e., on or before 18.10.2006 from the sale agreement, dated 19.08.2006 and hence, time is the essence of contract. On perusal of records, it is admitted that the defendant has received the sale advance of Rs.1,00,000/- paid by the plaintiff on 15.11.2006 i.e., after 18.10.2006 without any objection. In such circumstances, time is not the essence of the contract as rightly contended by the plaintiff side.



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22. Another contention raised by the defendant is that since the defendant terminated the sale agreement by sending notice on 17.02.2007, the plaintiff is not entitled for the relief of specific performance. It is an admitted fact that the defendant has not established his case of termination of sale agreement by producing acceptable oral and documentary evidence. The plaintiff denied the alleged termination notice. So, from the records, it is clear that the defendant has not got into witness box and was subjected for cross examination by the parties to the suit. It is the settled proposition, except admitted pleading, contra pleading of a litigant cannot be taken as evidence unless he/she enter into the witness box and is subject for cross examination. Therefore, the case of the defendant that he terminated the sale agreement is not accepted as the same has not been proved by the defendant.

23. The other contention raised by the defendant is that the plaintiff has not sent any pre-legal notice before instituting the suit. When the defendant admitted the receipt of substantial sale consideration and also the other co-sharers executed sale deeds in respect of their shares, in such circumstances, in a case of specific performance, pre-legal notice cannot be expected. The non sending of pre-legal notice will not defeat the



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discretionary right of specific relief. For each and every case of specific performance, a suit notice is not a pre-requisite condition. Since, in each cases, different circumstances and different facts were involved. In a given case the conduct of the defendant lead to infer that he refused to execute sale deed as per agreed terms, itself sufficient for the plaintiff to approach the Court seeking relief. In a suit for specific performance, even the conduct of the defendant should be taken into consideration by the Court while exercising its discretion. Where the defendant is not coming to the Court with clean hands and suppressed the rights of co-sharers while executing the sale agreement, but the plaintiff got sale deeds from the co-sharers based on the sale agreement, then the plaintiff certainly entitled to the relief prayed for.

24. The Courts below observed that the suit survey number differed from the survey number mentioned in the Will. As per Ex.A.3, Ex.A.5 and Ex.A.6, the survey number 6122 was correlated to the suit survey number. The identification of the property was not under challenge. It was not the case of the defendant that the agreed property and properties mentioned in Exs.A3 and A5 are differs. The Courts below erred in giving findings



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regarding survey numbers when the defendant has not denied the survey numbers and challenged the sale deeds executed by co-sharers. So, the findings of the Courts below are not correct in the eye of law.

25. In a suit for specific performance, the relief is discretionary. The Courts would be more cautious while negative the discretionary relief while the vendor admitted the sale agreement and receipt of substantial sale consideration amount. In this case, both the Courts below have taken adverse inferences against the plaintiff. In the considered view of this Court, there was no necessity to take adverse inference against the plaintiff, as the plaintiff proved his part of performance whereas the defendant failed to prove his case by getting into the witness box to give evidence and subject to cross examination by plaintiff side. Hence, the findings rendered by both the Courts taking adverse inferences against the plaintiff are also held to be perverse.

26. In view of the above discussion, this Court finds that the Judgment and Decree of both the Courts below requires the interference of this Court. Even though this Court normally does not enter into the facts of the case



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after concurrent findings were rendered by the Courts below, yet Section 103 of the Civil Procedure Code, enables this Court to determine an issue on facts where the Courts below have wrongly determined the issue by misreading the evidence available on record and against settled proposition as stated supra. All the substantial questions of law framed by this Court are answered in favour of the appellant/plaintiff. Thus this Second Appeal succeeds.

27. In the result, this Second Appeal is allowed. The judgment and decree, dated 16.04.2018 passed in A.S.No.72 of 2014 on the file of the District Court, Kanyakumari District at Nagercoil, confirming the judgment and decree, dated 28.04.2014 passed in O.S.No.263 of 2010 on the file of the II Additional Sub Court, Nagercoil are set aside. The suit in O.S.No.263 of 2010 on the file of the II Additional Sub Court, Nagercoil, is decreed as prayed for. Two months time is granted for execution of sale deed. No costs. Consequently, the connected Miscellaneous Petition is closed.

**03.10.2024**

NCC : Yes / No  
Internet : Yes / No  
Index : Yes / No  
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To

- 1.The District Judge,  
Kanyakumari District at Nagercoil.
- 2.The II Additional Sub Judge,  
Nagercoil
- 3.The Record Keeper,  
Vernacular Records,  
Madurai Bench of Madras High Court,  
Madurai.



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**P.VADAMALAI, J.**

VSD

**Pre-Delivery Judgment made in  
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