



S.A.Nos.271 & 272 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgement Reserved on : 14.11.2025

Judgement Pronounced on : **26.11.2025**

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THE HONOURABLE MR.JUSTICE P. DHANABAL

S.A.Nos.271 & 272 of 2015

In Second Appeal No.271 of 2015:

Raja ... Appellant

Versus

Indira ... Respondent

In Second Appeal No.272 of 2015:

Raja ... Appellant

Versus

1. Indira
2. Manohar ... Respondents

Prayer in Second Appeal No.271 of 2015 : Second Appeal filed under Section 100 of Civil Procedure Code, 1908, pleaded to allow the present appeal, thereby setting aside the judgement and decree dated 25.09.2013 in A.S.No.22 of 2011, on the file of the Principal District Judge, Villupuram, setting aside the common judgement and decree passed in O.S.No.64 of 2005, dated 04.03.2010 on the file of the Subordinate Judge, Ginjee.



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Prayer in Second Appeal No.272 of 2015 : Second Appeal filed

under Section 100 of Civil Procedure Code, 1908, pleaded to allow the present appeal, thereby setting aside the judgement and decree dated 25.09.2013 in A.S.No.23 of 2011, on the file of the Principal District Judge, Villupuram, setting aside the common judgement and decree passed in O.S.No.49 of 2005, dated 04.03.2010 on the file of the Subordinate Judge, Ginjee.

Appearance in S.A.No.271/2015:

For Appellant : M/s. R. V. Gayathri,
for Mr. P.B. Ramanujam

For Respondent : Mr. V. Srimathi

Appearance in S.A.No.272/2015:

For Appellant : M/s. R. V. Gayathri,
for Mr. P.B. Ramanujam

For Respondents : Mr. V. Srimathi (for R1)
: No Appearance – Notice served.

COMMON JUDGEMENT

These Second Appeals have been preferred against the common Judgement and Decree dated 25.09.2013 passed by the learned the Principal District Judge, Villupuram, in A.S.No.22 of 2011 and A.S.No.23 of 2011.



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2. For the sake of convenience, the parties are referred to as per their ranking in the Trial Court and in appropriate places, their rank in the First Appellate Court and the present second appeals would also be indicated.

3. Before the Trial Court, the first respondent in S.A.No.272 of 2015, (*hereinafter the term “respondent in S.A.No.271 of 2015” shall also refer to “the first respondent” in S.A.Nos.271 & 272 of 2015 collectively*) has filed a suit in O.S.No.49 of 2005 on the file of the Sub-Court, Gingee, seeking a declaration that the Sale Deed executed by the appellant herein in favour of the second respondent herein, as null and void and for a permanent injunction restraining the defendants from interfering with the plaintiff's peaceful possession and enjoyment of the suit property, together with costs.

4. Similarly, the appellant herein has also filed a suit in O.S.No.64 of 2005 on file of the Sub-Court, Gingee, seeking the reliefs of permanent injunction and recovery of possession as against the first respondent. The Trial Court, by its common judgement and decree dated 04.03.2010, decreed the suit in O.S.No.64 of 2005 filed by the appellant



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herein and dismissed the suit in O.S.No.49 of 2005 filed by the first respondent.

5. Aggrieved by the said common judgement and decree, the first respondent preferred two separate appeals in A.S.No.22 of 2011 and A.S.No.23 of 2011 before the learned Principal District Judge, Villupuram. The First Appellate, allowed both the appeals, by its common judgement dated 25.09.2013, decreed the suit in O.S.No.49 of 2005 filed by the first respondent and dismissed the suit in O.S.No.64 of 2005 filed by the appellant herein. Aggrieved by the said common judgement and decrees, the appellant herein has filed the present Second Appeals before this Court.

6. The brief facts of the suit filed by the plaintiff / first respondent before the Trial Court in O.S.No.49 of 2005 are as follows:-

i) The plaintiff is the original owner of the suit property, having purchased the property under a Sale Deed dated 24.07.2002. The sale consideration was paid from the income of the plaintiff and her husband. Thereafter, they constructed a house after obtaining permission from the local authorities, and the plaintiff also obtained secured electricity and water service connections from the concerned departments.



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ii) The second defendant/second respondent herein, is a building contractor, and the first defendant/appellant herein is working as an Office Assistant under the second defendant. During the construction of a marriage hall at West Mambalam, Chennai, the husband of the plaintiff was employed as a watchman under the second defendant. At the time, one Suresh, who was working as a Site Engineer under the second defendant, was also involved in the project.

iii) On 29.01.2004 at about 5.00 p.m., the first and second defendants came to the plaintiff's house, along with some rowdy elements, demanded the parental title documents of the suit property, and represented that the said Suresh, along with the husband of the plaintiff, had stolen construction materials belonging to the second defendant. They stated that in order to compensate the value of the stolen materials, the plaintiff should execute a Sale Deed, and they also informed her that her husband had been abducted by them. They further threatened to kill her husband if she refused, and therefore, out of fear, she executed the Sale Deed as instructed by them.

iv) Due to threat and intimidation, she was unable to approach any authorities immediately. Subsequently, on 14.03.2004, she lodged a complaint before the Avalurpet Police Station alleging that the Sale Deed



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had been obtained and that her husband had been abducted. Thereafter, she came to know that the Sale Deed had been drafted as though she had received a sale consideration of Rs.3,40,000/- from the first defendant, whereas she had not received any such amount.

v) According to the plaintiff, the Sale Deed was obtained only by coercion and threat and was unsupported by any consideration. Hence, the plaintiff filed the suit in O.S.No.49 of 2005 seeking a declaration that declaring the Sale Deed is null and void and for a permanent injunction, contending that the plaintiff is in continuous possession and enjoyment of the suit property and that the defendants are attempting to interfere with her peaceful possession and enjoyment of the suit property.

7. The brief averments in the written statement filed by the first defendant/appellant herein are as follows:-

i) The plaintiff executed the Sale Deed dated 29.01.2004 after receiving the sale consideration. According to the first defendant, the plaintiff had no independent income to either purchase the suit property or construct the house thereon. The husband of the plaintiff was working as a watchman under the second defendant, who is a building contractor. While so, the plaintiff's husband had stolen certain building materials belonging



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to the second defendant and the plaintiff's husband purchased the suit property and constructed the house using the proceeds derived from the sale of the stolen materials.

ii) Upon discovering the same, the second defendant confronted the plaintiff's husband, who allegedly admitted his guilt and requested that no criminal action be taken. He also agreed to execute the Sale Deed in respect of the suit property as compensation for the loss. The plaintiff's husband even without ascertaining the actual value of the stolen materials, agreed to sell the property for a sum of Rs.3,40,000/-, and requested the defendants not to initiate any criminal action through police.

iii) The second defendant, without seeing the property at Chennai, negotiated the terms with the plaintiff and her husband. Ultimately, the second defendant decided not to purchase the property in his own name, but instead to have it purchased the suit property in the name of the first defendant, who was his friend and was working under him. Accordingly, the first defendant agreed to have the Sale Deed executed in his favour, and the plaintiff executed the Sale Deed only after receiving the sum of Rs.3,40,000/-.

iv) It is therefore contended that the Sale Deed was executed for valid consideration. The plaintiff voluntarily agreed to sell the property and



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there is no any coercion or undue influence, threat or abduction as alleged

in the plaint. According to the defendants, the plaintiff in order to regain the suit property in her favour, filed the suit. A suit for injunction is maintainable as against the true owner. Therefore, the suit filed by the plaintiff is not maintainable and the suit is liable to be dismissed.

8. Based on the above said pleadings, the Trial Court has framed the following issues:-

“ 1. Whether the sale deed dated 29.01.2004 executed by the plaintiff in favour of the first defendant is true, valid one?

2. Whether the plaintiff has entered into the property as a trespasser?

3. Whether the plaintiff is entitled for the relief as prayed for?

4. To what other reliefs? ”

Thereafter, the Trial Court re-casted the issue as follows:-

“ 1. Whether the plaintiff is entitled for the relief to set aside the sale deed dated 29.01.2004?

2. Whether the sale deed dated 29.01.2004 executed by the plaintiff in favour of the first defendant is obtained illegally?



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3. Whether the plaintiff is entitled for relief of injunction as prayed for?

4. To what other reliefs? ”

9. The brief facts of the averments of the suit filed by the plaintiff/appellant herein in O.S.No.64 of 2005 are as follows:-

i) The plaintiff purchased the suit property through a Sale Deed dated 29.01.2004 and has been in possession and enjoyment of the property from the date of the said Sale Deed. On the date of sale, possession was duly handed over to the plaintiff. Thereafter, the defendant/first respondent herein demanded an additional amount of Rs.10,000/- and attempted to interfere with the plaintiff's peaceful possession and enjoyment of the suit property. Upon the plaintiff's refusal to pay the said sum, the defendant unlawfully tried to enter into the plaintiff's house. Hence, the plaintiff filed the present suit, seeking the relief of permanent injunction and in the alternative relief of recovery of possession.

10. The brief averments of the written statement in the suit filed by the defendant/first respondent herein in O.S.No.64 of 2005 are as follows:-



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i) The defendant denied the purchase of the property by the plaintiff.

According to the defendant, under threats from certain individuals, the defendant obtained the Sale Deed and the parental documents by abducting the defendant's husband, who was working as a watchman in a construction company. It is further averred that one Suresh, an employee of the same construction company, who had allegedly abetted the husband of the defendant for committing of theft of building materials in the construction company. Thereafter, under coercion and without any consideration, the plaintiff obtained the Sale Deed dated 29.04.2004 in favour of his favour, and no sale consideration was passed during the said sale execution. Consequently, the defendant herein also field a suit in O.S.No.49 of 2005 seeking a declaration to declare the Sale Deed in favour of the Vendor is null and void and for a permanent injunction restraining the defendant/plaintiff in the suit in O.S.No.64 of 2005, not to interfere with her peaceful possession and enjoyment of the suit property. The defendant in the suit is in possession and enjoyment of the suit property and the plaintiff is not in possession and enjoyment of the property. The relief sought in the suit is not maintainable and the suit is liable to be dismissed.



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WEB COPY 11. Based on the above said pleadings, after hearing both sides, the Trial Court framed the following issues:-

- “ 1. Whether the sale deed dated 29.01.2004 executed by the defendant in favour of the plaintiff is obtained illegally and forgely?*
- 2. Whether the defendant is in the possession of the suit property?*
- 3. Whether the defendant filed POP 30/40 in Sub Court, Tindivanam to cancel the sale deed dated 29.01.2004, is necessary or not necessary for this suit?*
- 4. Whether the plaintiff is entitled for the relief as prayed for?*
- 5. To what other reliefs? ”*

Thereafter, the Trial Court framed the following additional issues:-

- “ 1. Whether the suit property was being in enjoyment of the plaintiff at the time of suit or before the suit?*
- 2. Whether the defendant is encroached the property after the suit?*
- 3. Whether the plaintiff claim only recovery of possession without claiming declaration in respect of suit property is correct or not?*
- 4. To what other reliefs? ”*



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Again the Trial Court re-casted the issues as follows:-

- “ 1. Whether the plaintiff is entitled for relief of Permanent injunction restraining the defendant?*
- 2. Whether the plaintiff is entitled for alternative prayer for recovery of possession?*
- 3. To what other reliefs?”*

12. Before the Trial Court, a joint trial was conducted and evidence recorded in one suit was treated as evidence in the other suit as well. Accordingly, the suit in O.S.No.49 of 2005 was taken up as the main suit, both oral and documentary evidence were recorded in that suit, was treated as evidence of the suit in O.S.No.64 of 2005 as well.

13. On the side of the plaintiff in O.S.No.49 of 2005, P.W.1 to P.W.3 were examined and Exs.A1 to A28 were marked. On the side of the defendants, D.W.1 and D.W.2 were examined and Exs.B1 to B3 were marked.

14. Based on the joint trial and the evidence adduced on both sides, the Trial Court, by its common judgement dated 04.03.2010, dismissed the suit filed by the plaintiff in O.S.No.49 of 2005, and decreed



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the suit filed by the plaintiff in O.S.No.64 of 2005. Aggrieved by the said

common judgement and decree, the plaintiff/first respondent herein preferred two appeals before the Principal District Judge, Villupuram, in A.S.No.22 of 2011 and A.S.No.23 of 2011. The First Appellate Court, by its common judgement and decree dated 25.09.2013, reversed the judgements of the Trial Court, decreed the suit filed by the plaintiff/first respondent herein in O.S.No.49 of 2005 and dismissed the suit filed by the appellant herein as plaintiff in O.S.No.64 of 2005. Aggrieved by the said common judgement and decree, the present Second Appeals have been filed by the first defendant in O.S.No.49 of 2005 and plaintiff in O.S.No.64 of 2005.

15. At the time of admission of the second appeals, this Court, on 30.04.2015 framed the following substantial questions of law :-

“ a) Whether a Sale Deed can be held to be void even if the consideration is a past one and at the time of execution no consideration was paid?

b) Whether the lacunae in a witness's deposition regarding the time period of an allegedly coerced execution of a sale deed construed harmoniously with the sequence of events that allegedly took place during such time period may be disregarded? ”



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16. In both the appeals, for the sake of convenience, the appellant will be referred to as “*appellant*” and the respondent in S.A.No.271 of 2015 and the first respondent in S.A.No.272 of 2015 will be referred to as “*the first respondent*”.

17. The learned counsel for the appellant would submit that the respondent in S.A.No.271 of 2015, the first respondent in S.A.No.272 of 2015 is the owner of the suit property. The appellant in both appeals was working under the second respondent in S.A.No.272 of 2015. The husband of the first respondent was also working as a watchman under the second respondent, who is a building contractor, and the appellant was employed as an Office Assistant in the same company. One Suresh, who was working as a Site Engineer, was also employed in the said construction company.

17.1 While construction work was in progress at the West Mambalam site, the husband of the first respondent and the said Suresh allegedly stole certain building materials. The second respondent, on discovering the same, confronted them. At that time, the husband of the first respondent and the first respondent requested the second respondent/contractor, not to initiate any criminal action and agreed to



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compensate the value of the stolen materials. They further agreed to

execute a Sale Deed in respect of the suit property standing in the name of first respondent. Consequently, the second respondent decided to purchase the property in the name of the appellant.

17.2 Accordingly, on 29.01.2004, the first respondent executed a Sale Deed in favour of the appellant, and possession was also handed over to the appellant on the same day. Subsequently, the first respondent filed a suit in O.S.No.49 of 2005, seeking a declaration, declaring that the Sale Deed executed in favour of the appellant is null and void, and also for a permanent injunction.

17.3 It is further submitted that after the sale, the first respondent demanded an additional sum of Rs.10,000/-. When the appellant refused to pay the said amount, the appellant was constrained to file the suit in O.S.No.64 of 2005 on the file of the Sub-Court, Gingee. After completion of pleadings on both sides, both suits were clubbed together and a joint trial was ordered. The first respondent, being the plaintiff in O.S.No.49 of 2005, had that suit was taken up as the main suit, and the oral and documentary evidence was treated as common in both suits.

17.4 Accordingly, in O.S.No.49 of 2005, on the side of the first respondent/plaintiff, P.W.1 to P.W.3 were examined and Ex.A1 to Ex.A28



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were marked and on the side of the appellant/defendant, D.W.1 and D.W.2

were examined and Ex.B1 to Ex.B3 were marked. The Trial Court, after considering the submissions made on both sides, decreed the suit filed by the appellant and dismissed the suit filed by the first respondent. Aggrieved by the said common judgment and decrees separate appeals in A.S.No.22 of 2011 and A.S.No.23 of 2011 were preferred before the Principal District Court, Villupuram. The First Appellate Court, without appreciating the evidence in a proper prospective, erroneously reversed the judgments of the Trial Court, decreed the suit filed by the first respondent and dismissed the suit filed by the appellant.

18. Further, the learned counsel for the appellant would submit that the First Appellate Court failed to consider that the husband of the first respondent had stolen the building materials and, in order to avoid criminal proceedings, the first respondent voluntarily executed the Sale Deed. Once the Sale Deed was executed and registered, the burden would lie upon the first respondent to prove that the Sale Deed was executed without any consideration and under coercion it was executed. However, no evidence was produced to substantiate such allegations. On contrary, the appellant had proved the case through sufficient and acceptable evidence. Therefore,



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the Trial Court, correctly decreed the suit filed by the appellant and dismissed the suit filed by the first respondent.

18.1 It is further submitted that the First Appellate Court failed to consider that the Sale Deed is a registered document, and the first respondent did not take any immediate steps after its execution; only after two months, she filed the suit. The First Appellate Court also failed to consider that the suit property was transferred for a sum of Rs.3,40,000/-. The husband of the first respondent did not take any steps, nor did the first respondent prove the alleged abduction of her husband or coercion as pleaded in the plaint. The first respondent and her husband also had no source of income either to purchase the property or to put up the construction thereon.

18.2 Therefore the First Appellate Court failed to appreciate that the Sale Deed was supported by valid consideration as per law. The first respondent and her husband stated that the deed was registered at 6.30 p.m., but, the allegation was not proved by any evidence. The Sub-Register's Office being a public office, cannot register documents after office hours, and unless the contrary is established, a presumption operates that the document was registered during the office hours. The first respondent failed to rebut this presumption through sufficient evidence.



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Hence, the Sale Deed was executed for valuable consideration, and the sale is valid and binding.

18.3 Accordingly, the appellant is entitled to a decree for permanent injunction as prayed for, and the suit filed by the first respondent is liable to be dismissed by allowing these second appeals.

19. The learned counsel for the first respondent submitted that the husband of the first respondent working under the second respondent. While so, the second respondent abducted the husband of the first respondent, alleging that he, along with one Suresh, who was also working under the second respondent, had stolen the building materials. Thereafter, the appellant and the second respondent, along with some rowdy elements, came to house of the first respondent, and threatened her to handover the original title deeds of the house property and to execute a Sale Deed on 29.01.2004 in favour of the appellant. However, she, the first respondent, subsequently, came to know that the said Sale Deed had been prepared as if she had sold the property for a sale consideration of Rs.3,40,000/-, though no consideration was ever paid to her. Even as per the recitals in the Sale Deed, the alleged consideration was adjusted towards an amount said to have been previously borrowed by her.



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WEB COPY 19.1 The learned counsel for the first respondent also submitted that the alleged amount was said to have been adjusted towards the value of the stolen goods, but, there is absolutely no evidence to establish the alleged value of such stolen goods. Without ascertaining the value of the alleged stolen materials, the defendants obtained the Sale Deed from the first respondent by issuing threats, making it appear as though a sum of Rs.3,40,000/- had been paid. Though the pleadings shows that for a sum of Rs.3,40,000/- was paid, the recitals in the Sale Deed reveal that the said amount was only adjusted towards an amount purportedly borrowed earlier by the first respondent. Therefore, there is no evidence that consideration was passed at the time of execution of the Sale Deed. Due to mental agony and the coercive circumstances, the first respondent was unable to take immediately steps after the execution of the alleged Sale Deed. Thereafter, she filed the suit after 2 months and also lodged a complaint before the Avalurpet Police Station. In order to substantiate her case, before the Trial Court, in her suit, P.W.1 to P.W.3 were examined and Ex.A1 to Ex.A28 were marked and D.W.1 & D.W.2 were examined and Ex.B1 to Ex.B3 were marked.



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19.2 The Trial Court failed to properly appreciate the evidence, particularly with regard to the passing of consideration and the alleged value of stolen goods. Further, appellant/plaintiff in O.S.No.64 of 2005 had sought a decree for permanent injunction and, the alternative relief of recovery of possession both are destructive each other. The Trial Court decreed the suit only to the extent of the alternative relief of recovery of possession. However, the First Appellate Court correctly applied the law and appreciated the facts and allowed the appeals and decreed the suit filed by the first respondent and dismissed the suit filed by the appellant. Therefore, the appeals are liable to be dismissed.

20. This Court has heard both sides and has perused the case records.

21. In the present case, there is no dispute that a Sale Deed was executed in favour of the appellant. According to the appellant, the property was purchased for valuable consideration, and possession was handed over to him on the date of sale itself. It is further contended that the first respondent demanded an extra sum of Rs.10,000/- and threatened to trespass into the property, which necessitated the filing of the suit for



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permanent injunction and, in the alternative, recovery of possession.

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22. On the other hand, according to the first respondent, her husband was working under the second respondent as a watchman at the construction site, and the appellant was also working under the second respondent. On 29.01.2004, the appellant and the second respondent, along with others allegedly entered into the house of the first respondent at 5.00 p.m., threatened her to hand over the original title documents and coerced her into executing the Sale Deed on the allegation that the husband of the first respondent, along with one Suresh, who was also working under the second respondent, had committed theft of building materials, and that the husband of the first respondent was abducted in that connection. Owing to these threats, she/the first respondent executed the Sale Deed on 29.01.2004 in respect of the suit property. To prove their respective case, P.W.1 to P.W.3 have been examined and the documents Ex.A1 to Ex.A28 have been marked, while on the appellant side, D.W.1 & D.W.2 have been examined and marked Ex.B1 to Ex.B3. In the suit filed by the first respondent, she sought a declaration that the Sale Deed is null and void on the ground that it was obtained by coercion and without passing of any consideration. Therefore, the primary issue for determination is whether



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Sale Deed; and that on the date of execution of the Sale Deed, the said amount was paid in cash. However, the recitals of the Sale Deed dated 29.01.2004, which was marked as Ex.B1, reveal that the property was sold and that the consideration had already been passed and the vendor had already been received the said sum earlier. Thus, the recitals indicate that no consideration was paid on the date of execution of the Sale Deed. The pleadings of the appellant in the written statement, on the contrary, assert that the amount was paid on the date of the Sale Deed itself.

25. Therefore, the plea of the first respondent/plaintiff in O.S.No.49 of 2005, that she has not received any consideration through the alleged Sale Deed stands supported, and it is evident that no consideration was passed during the execution of the said Sale Deed. It is true that the appellant, who sought the relief of declaration regarding the Sale Deed, has not marked the alleged Sale Deed as an exhibit. Nevertheless, the Sale Deed has been marked as Ex.B1, and its execution is not denied and admitted by both the parties. Hence, the mere non-production of the Sale Deed by the appellant in no way affects the case of the first respondent.



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26. The Trial Court failed to consider the above said aspects.

According to the appellant, without valuing the stolen materials, both the first respondent and her husband, agreed to execute the Sale Deed. However, no value for the alleged stolen property is mentioned either in the plaint or in the written statement of the appellant. Without ascertaining such value, the first respondent is stated to have executed a Sale Deed for a property worth about Rs.3,40,000/-. This aspect has not been satisfactorily explained by the appellant. It is well settled law that a sale without any consideration cannot be sustained. As per Section 24 of the Indian Contract Act, a contract without consideration is void; and under Section 54 of the Transfer of Property Act, a sale has to be effected by transfer of ownership in exchange for a price paid, promised, or partly paid and partly promised. It is useful to extract the Section 54 of the Transfer of Property Act, 1882, which reads as follows:-

“ 54. “Sale” defined.-

“Sale” is a transfer of ownership in exchange for a price paid or promised or part-paid and part-promised.

Sale how made.- *Such transfer, in the case of tangible immovable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only*



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by a registered instrument.

In the case of tangible immoveable property of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property.

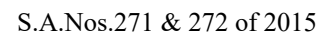
Delivery of tangible immoveable property takes place when the seller places the buyer, or such person as he directs, in possession of the property.

Contract for sale.- *A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties.*

It does not, of itself, create any interest in or charge on such property.”

Therefore, the sale price may be paid, payable in future, or shown to have been already paid; however, the passing of consideration is mandatory for the validity of a sale.

27. In the present case, the appellant has failed to prove that any consideration was paid under the alleged Sale Deed. Therefore, the First Appellate Court has rightly held that the first respondent is entitled to a declaration in respect of the said Sale Deed.



29. As far as the substantial questions of law is concerned, whether the Sale Deed is liable to be declared void for want of consideration, it is the case of the appellant that he paid the consideration



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on the very same date of execution. However, the recitals in the Sale Deed

state that the entire consideration had already been paid prior to the execution. The first respondent had categorically denied the payment of any such consideration. Therefore, the burden lies on the appellant to prove that the consideration mentioned in the Sale Deed was in fact paid.

30. The appellant has also claimed that the Sale Deed was executed to compensate for the value of stolen goods, allegedly taken by the husband of the first respondent. However, neither in the plaint or in the written statement is there any mention of the value of the stolen goods, nor does the Sale Deed contain any reference to them. On the contrary, the recitals of Sale Deed merely state that a sum of Rs.3,40,000/- had already been received by the Vendor. Thus, it is clear that no consideration was passed through the Sale Deed, as required under Section 54 of the Transfer of Property Act.

31. Once the recitals in the Sale Deed state that consideration has been paid, but in fact no consideration was passed at the time of execution of the Sale Deed cannot be held to be valid. In this case, though the Sale Deed mentions that consideration had already been paid, the Vendor/ the



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first respondent has specifically denied receiving any such consideration.

The appellant has not produced any documents to substantiate payment, and moreover, his pleadings are inconsistent with the recitals of the Sale Deed. Therefore, the present Sale Deed is liable to be held void, since the recital of past consideration was actually not paid on the date of execution. Thus, the first substantial question of law is answered.

32. As far as the second substantial question of law is concerned, this Court finds no lacuna in the evidence or in the deposition regarding the time of execution of the Sale Deed. The first respondent alleged that the document was executed after office hours, at about 06.30 p.m., under coercion and threats by the appellant and the second respondent. The first respondent has also deposed to this effect. However, the appellant has specifically denied the allegation regarding the time of registration of the document. There is presumption under Section 114 of the Indian Evidence Act, 1872, particularly illustration (e), that the judicial and official acts have been regularly performed, and illustration (f). that the common course of business has been followed in particular cases.



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33. All official acts performed in the usual course of business are

presumed to be valid unless the contrary is proved. In the present case, the first respondent has taken a plea that the Sale Deed was executed after office hours at 06.30 p.m. However, no evidence has been adduced by the first respondent to prove the same. Unless the contrary is proved, it is presumption that the official acts are done in usual course are genuine. In this case, the mere allegations cannot prove and also are insufficient to rebut the statutory presumption. Consequently, the first respondent has failed to prove that the Sale Deed was executed after office hours. The P.W.1 has clearly deposed about the execution of the Sale Deed due to coercion. Therefore, the lacuna in the witnesses' depositions regarding the exact time of the alleged coercive execution cannot be treated as fatal. The evidence must be harmoniously construed with the sequences of events that allegedly occurred during the relevant time period, and such minor discrepancies cannot be a ground for outright disregard. Thus, the second substantial question of law is answered.

34. In view of the above stated position, this Court is of the considered opinion that these second appeals are devoid of merits and deserve to be dismissed.



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WEB COPY 35. Accordingly, the Second Appeals are dismissed, by conforming the judgement and decree dated 25.09.2013 in A.S.No.22 of 2011, on the file of the Principal District Judge, Villupuram, setting aside the common judgement and decree passed in O.S.No.64 of 2005, dated 04.03.2010 on the file of the Subordinate Judge, Ginjee. However, there shall be no order as to costs.

26.11.2025

Speaking/Non-Speaking Order : Yes/ No

Neutral Case Citation : Yes/ No

Index : Yes/ No

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To

1.The Principal District Judge, Villupuram.

2.The Subordinate Judge, Ginjee.

3.The Section Officer, V.R. Section, High Court of Madras.



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Pre-Delivery Judgement in
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