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C.S.No.78 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 24.11.2025

CORAM:

THE HON'BLE Mr.JUSTICE **P.DHANABAL**

**C.S.No.78 of 2022**

S.Raghul ... Plaintiff

Vs.

V.Latha ... Defendant

**Prayer:**

Civil Suit filed under Order VII Rule 1 of CPC r/w Order 4 Rule 1 of Original Side Rules to pass Judgment and Decree:

a) For Specific performance against the defendant directing her to execute a sale deed in respect of suit schedule mentioned property in favour of the plaintiff after receiving the balance sale consideration of Rs.60,00,000/- from the plaintiff within the time prescribed by this Court failing which, this Court may be pleased to execute the sale deed in favour of the plaintiff in respect of the suit mentioned property;

b) Directing the defendant to pay the cost of the suit to the plaintiff.

For Plaintiff : Mr.S.Aswin Karthikeyan

For Defendant : Mr.Prabu



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## J U D G M E N T

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This suit has been filed for the relief of Specific Performance to direct the defendant to execute the sale deed in respect of the suit schedule property in favour of the plaintiff after receipt of balance of sale consideration of Rs.60,00,000/- and for costs.

2. The brief averments of the plaint are as follows:-

(i) The defendant is the absolute owner of the suit schedule property. The plaintiff is engaged in the business of promoting flats along with his father in the name of M/s Bhagya Builders and M/s Lakshmi Homes. In the month of December, 2021, the defendant offered to sell the property and the plaintiff also approached the defendant thereby, the plaintiff decided to purchase the property and entered into agreement for sale for the sale price of Rs.1,10,00,000/- [Rupees One Crore and ten Lakhs].

(ii) On 25.12.2021, as a token advance, for the sale price, the plaintiff paid a sum of Rs.2,00,000/- through Cheque and thereafter, the plaintiff and the defendant entered into sale agreement dated 01.01.2022 and the time fixed for completion of sale is three months. The sale price was fixed at Rs.1,10,00,000/- [Rupees One Crore and



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ten Lakhs]. The plaintiff offered to allot one Flat to the defendant in Flat No.F2, First Floor with built up area of 630 sq.ft., together with undivided share of land to an extent of 263 Sq.Ft., situated at Door No.10/20, Indirani Lane, Ayyavoo Naidu Colony, Aminjikarai, Chennai – 600 029 and the defendant also agreed to purchase the said property by fixing the sale price of Rs.60,00,000/-. The said sum of Rs.60,00,000/- was adjusted from the above sale consideration and after adjusting the token advance of Rs.2,00,000/- paid on 25.12.2021, the balance of sale consideration of Rs.48,00,000/- was agreed to be paid by the plaintiff within the tenure of sale agreement.

(iii) As per the terms and conditions of the agreement, the plaintiff has paid the balance sale consideration of Rs.48,00,000/- to the defendant on various dates. The defendant acknowledged the receipt of balance sale consideration of Rs.50,00,000/- by making her endorsement on the back side of the original agreement dated 01.01.2022, on 18.01.2022, in the presence of two witnesses. After receipt of the entire balance sale consideration of Rs.50,00,000/-, the defendant informed that the original documents of the suit property are under the custody of Cholamandalam Finance Limited for the loan availed by her and undertook to handover the original documents within 15 days. Thereafter, the defendant failed to handover the said



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documents, thereby the plaintiff visited the house of the defendant on 31.01.2022, but the defendant was not available. In the meantime, the defendant insisted the plaintiff to pay the sale price of Rs.60,00,000/- instead of purchasing the property mentioned in the agreement, which is located at Indirani Lane, Ayaavoo Colony, Aminjikarai and the plaintiff also arranged the said money of Rs.60 Lakhs, as insisted by the defendant and requested her to come for registration. But the defendant asked 10 days time and thereafter, the plaintiff waited up to 08.04.2022 and again went to the house of the defendant on 09.04.2022. On that date also, she was not available, again, the plaintiff went to the defendant's house on 10.04.2022 and requested the defendant to receive the amount of Rs.60,00,000/- for execution of sale deed by expressing his willingness to purchase the property. But the defendant, again asked two weeks time and evaded from executing sale deed, therefore, the plaintiff was always ready and willing to perform his part of contract.

(v) Thereafter, the plaintiff obtained token for registration on 14.04.2022 to register the sale deed on 29.04.2022 at about 10.00 a.m., and ready with Demand Draft of Rs.60,00,000/- in favour of the defendant and for other registration charges, but there was no response from the defendant. Therefore, the plaintiff sent legal notice dated



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14.04.2022 to the defendant. Even after the notice, the defendant neither replied nor returned the advance received by her. Therefore, the plaintiff filed the suit for Specific Performance of Contract.

3. The brief averments of the Written Statement filed by the defendant are as follows:-

(i) The suit is not maintainable and the plaintiff is put to strict proof of each and every allegations contained in the plaint. The description of the property is not correct and the claim of the plaintiff is barred by limitation. The suit is bad for non-joinder of necessary parties. The sale agreement dated 01.01.2022 is not a registered one. The sale agreement in respect of the immovable property should be registered as per the Tamilnadu Amendment of Section 17 of Registration Act. Therefore, the suit is not maintainable. The plaintiff had paid a sum of Rs.2,00,000/- as token advance and the plaintiff induced the defendant to enter into unregistered sale agreement dated 01.01.2022 and the sale price was fixed at Rs.1,10,00,000/-

(ii) Though the plaintiff agreed to complete the sale within a period of three months, the plaintiff did not come forward and failed to take steps to execute the sale deed of residential flat as proposed to adjust for Rs.60,00,000/- for balance sale consideration. The plaintiff



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not even provided documents in respect of the flat for a sum of Rs.60,00,000/- to an extent of 630 sq.ft., at Aminjikarai. The plaintiff has not produced any document to show that he was ready to convey the said property as agreed by him for the tune of Rs.60 Lakhs. On 31.01.2022, when the defendant was alone, the plaintiff barged in with rowdy elements and threatened her to handover original documents and warned to foist a false case. The defendant never asked the plaintiff to pay a sum of Rs.60 Lakhs, as stated in the plaint.

(iii) The plaintiff had not come forward to register the sale deed within the time stipulated in the agreement. The defendant is ready to return the sale agreement and advance of money of Rs.50,00,000/-. There is no cause of action for filing of the suit and the plaintiff was not ready and willing to perform his part of contract, therefore, the suit is liable to be dismissed.

4. Based on the above said pleadings and after hearing both sides and on careful perusal of the records, this Court, on 10.08.2023, has framed the following issues for trial:-

(i). Whether the sale agreement dated 01.01.2022 is true, valid and genuine?.



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(ii). Whether the plaintiff was always ready and willing to perform his part of contract?

(iii). Whether the plaintiff is entitled for decree of Specific Performance and to what other reliefs?

In order to prove the case of the parties, on the side of the plaintiff, P.W.1 was examined and Exhibits Ex.P.1 to Ex.P.13 were examined. On the side of the defendant, no witnesses were examined and no documents were marked.

5. The learned counsel for the plaintiff would submit as follows:-

(i) The defendant is the owner of the suit property and she entered into sale agreement with the plaintiff to sell the property and they entered into sale agreement dated 01.01.2022 and sale price was fixed at Rs.1,10,00,000/- [Rupees One Crore and Ten Lakhs] and the time completion of sale is three months. Prior to the agreement, on 25.12.2021, a sum of Rs.2,00,000/- was paid by the plaintiff to the defendant towards token advance and as per the agreement, both the parties agreed and the plaintiff has to execute the sale deed in favour of the defendant in respect of the property situated at Door No.10/20, Indirani Lane, Aiyavoo colony, Aminjikarai to an extent built up area 630 sq.ft., and the undivided share of land measuring 263 sq.ft., by adjusting sale price of Rs.60,00,000/- [Rupees sixty lakhs only] remaining amount

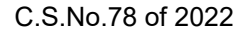


of Rs.48,00,000/- was paid by the plaintiff to the defendant on various dates.

(ii) The said receipt of amount also admitted by the defendant. However, the defendant failed to execute the sale deed and evaded from executing the sale deed. Further, the defendant, wanted to have money of Rs.60,00,000/- instead of registering the property situated in Aminjikarai. Thereafter, the plaintiff arranged money of Rs.60 Lakhs, as demanded by the defendant. Even after that, the defendant had not come forward to execute the sale deed, therefore, the plaintiff filed the suit. The plaintiff was always ready and willing to perform his part of contract, but the defendant is evading from executing the sale deed.

(iii) In order to prove the case of the plaintiff, he was examined as P.W.1 and marked Exs.P.1 to P.13. The defendant had not entered into witness box and failed to rebut the evidence of the plaintiff side witness and therefore, the plaintiff has proved his case and he is entitled for decree of Specific Performance of Contract.

(iv) The learned counsel for the plaintiff relied on the decision of the **Hon'ble Supreme Court reported in 2025 (3) CTC 837, Civil Appeal No.5822 of 2025 [K.R.Suresh Vs. R.Poornima and Ors.]**



(i) The plaintiff induced the defendant to execute sale agreement in respect of the property. They also agreed to sell the property to the plaintiff for a sum of Rs.1,10,00,000/- [Rupees One Crore and ten Lakhs] and the said sale agreement was not registered and on the basis of the said sale agreement, the defendant also received a sum of Rs.50,00,000/- on various dates. As per the sale agreement, the plaintiff has to execute a sale deed in respect of the property situated in Aminjikarai to an extent of 630 Sq.ft., in favour of the defendant for the part sale price of Rs.60,00,000/-, but the plaintiff failed to execute the sale deed in respect of Aminjikarai property. Though the plaintiff paid a sum of Rs.50,00,000/- without completing sale deed in respect of the Aminjikarai plot property for Rs.60,00,000/-, the plaintiff cannot compel the defendant to execute the sale deed for the suit property. However, the plaintiff is not entitled to the relief of Specific Performance of contract based on the unregistered agreement.

(ii) Moreover, the plaintiff was not always ready and willing to perform his part of contract. The plaintiff has not taken any steps to get the sale deed within a period of three months, as per the agreement. Moreover, the plaintiff has not even produced a piece of paper in



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respect of the Aminjikai property for the adjusted sale price of Rs.60,00,000/- to the defendant and only after performing the plaintiff's part of contract in respect of the Aminjikai property, the plaintiff can insist the defendant to execute the sale deed. Since the plaintiff failed to perform his part of contract by executing sale deed in respect of the Aminjikai property for a sum of Rs.60,00,000/-, he is not entitled to any relief. However, the defendant is ready to repay a sum of Rs.50,00,000/-, which was received towards advance amount.

(iii) Further, due to ill-health of the defendant, she was unable to examine any witnesses. Though the defendant had not adduced any evidence, it is the primary duty of the plaintiff to establish his case through cogent and sufficient evidence, but the plaintiff failed to examine any witnesses and he himself was examined P.W.1 and therefore, the plaintiff has failed to prove his case and the suit is liable to be dismissed.

(iv) The learned counsel for the defendant also relied on the following Judgments:

(i) The Judgment of Hon'ble Supreme Court reported in AIR 2019 SC 4194 [Surinder Kaur (D) through Lrs. Vs. Bahadur Singh (D) through Lrs and others]



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(ii) The Judgment of Hon'ble Supreme Court reported in AIR 2024

SC 3242 [Pydi Ramana Vs. Davarasety Manmadha Rao]

(iii) The Judgment of Hon'ble Supreme Court reported in MANU/SC/1232/2024 [R.Kandasamy (Since Dead) and Ors. Vs. T.R.K.Sarawathy and Ors.]

(iv) The Judgment of Hon'ble Supreme Court in Special Leave Petition (Civil) No.13933 of 2021 [R.Shama Naik Vs. G.Srinivasiah]

(v) The Judgment of Hon'ble Supreme Court reported in 2025 SCC Online SC 723 [Sangita Sinha Vs. Bhawana Bhardwaj and Others]

(vi) The Judgment of Hon'ble Division Bench of Judgment of this Court reported in MANU / TN/1151/2023 [R.Sadasivam and Others Vs. K.Subramanian and Ors.]

7. Heard the learned counsel on either side and perused the entire documents placed on record.

8. Answers for Issue No.(i): 'Whether the sale agreement dated 01.01.2022 is true, valid and genuine'? is concerned,

(i) The plaintiff has filed the suit for the relief of Specific Performance of Contract based on the sale agreement dated 01.01.2022. The defendant also admitted the execution of sale agreement. As per the said sale agreement, the suit property belongs to



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the defendant and both, viz., the plaintiff and the defendant agreed for sale of the property to the tune of Rs.1,10,00,000/- [Rupees One Crore and ten Lakhs] and prior to the date of agreement, ie., on 25.12.2021, the plaintiff paid a sum of Rs.2,00,000/-, towards token advance and the same was also admitted by the defendant. As per the agreement, three months time was fixed and Rs.60 Lakhs has to be adjusted for the property to be sold by the plaintiff to the defendant, which is situated at Amijikarai and the built up area of 630 sq.ft., and 263 sq.ft., of undivided share of land.

(ii) The plaintiff pleaded and also deposed before the Court that as per the sale agreement, the defendant has to execute the sale deed on receipt of balance consideration and after execution of sale deed in respect of Aminjkarai property. When the plaintiff is ready to execute the sale deed in respect of the property for a sum of Rs.60 Lakhs, the defendant failed to get sale deed and also failed to execute the present suit sale deed. Therefore, the plaintiff filed the suit for Specific Performance of Contract, based on agreement dated 01.01.2022. Though the defendant admitted the execution of sale deed, she raised maintainability of the agreement for enforcement of agreement for want of registration.



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(iii) The said agreement has been marked as Ex.P.1 and on perusal of Ex.P.1, it reveals that it is unregistered document. As per the Tamilnadu Amendment Act 2012 (Act 29 of 2012): Section 17 of the Indian Registration Act, sale agreement pertaining to the immovable property has to be compulsorily registered. The Agreement for Sale was executed in the year 2022, which is after Tamilnadu Amendment 2012, therefore, the said document ought to have been registered in accordance with law. Based on the said unregistered document, the plaintiff cannot enforce the said agreement. As per Section 49 of Registration Act, 1908 a document that is required to be registered under Section 17 of the Act cannot be used as evidence to affect any immovable property. However, there are exceptions such as its use as evidence in a suit for specific performance or for a collateral transaction not requiring registration. Though the Tamil Nadu Amendment of 2012 required registration of agreement in respect of immovable property, Section 49 Proviso has not been amended. Therefore, the Ex.A.1, Sale agreement in the suit for specific performance can be used as evidence without registration. Thus the Issue No.(i) Is answered.

9. Answers for Issue no.(ii): 'Whether the plaintiff was always ready and willing to perform his part of contract?' is concerned,

This Court in the previous issue decided that the agreement



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dated 01.01.2022 is true and valid, thereby the plaintiff, who filed the suit for specific performance has to prove his readiness and willingness.

The plaintiff pleaded that he was always ready and willing to perform his part of contract, but the defendant denied the same and stated that the plaintiff was not performed his part of contract and as per the agreement, the plaintiff has to execute the sale deed in respect of the property situated at Aminjikai for a tune of Rs.60,00,000/- and the remaining amount has to be paid within three months. The date of agreement is 01.01.2022 and the remaining amount of Rs.48,00,000/- was paid within the time, however, there are no records produced by the plaintiff that he was ready to execute sale deed in favour of the defendant in respect of the Aminjikai property for the tune of Rs.60,00,000/-. Though the plaintiff pleaded in the plaint that he has been ready and willing to perform his part of contract, no records have been produced and in the cross examination he admitted that he has not produced any documents to prove his readiness and willingness to execute the sale deed in favour of the defendant in respect of Aminjikai property for the tune of Rs.60,00,000/-.

(ii) The suit was filed on 17<sup>th</sup> May, 2022, immediately after the lapse of three months time fixed in the agreement, however, the plaintiff



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failed to prove that he fulfilled the condition of execution of sale deed in respect of the property situated at Aminjikai for Rs.60,00,000/-. In this context, the plaintiff pleaded that the defendant was not ready to get the sale deed in respect of the property situated at Aminjikai and thereby she demanded a sum of Rs.60,00,000/- money and the plaintiff was also ready with money for getting the sale deed in his favour, but the defendant only evaded. In this context there is no evidence to prove the contention that plaintiff was ready with the above said sum of Rs.60,00,000/- and waited in the Registrar Office for getting the sale deed and his readiness and willingness was informed to the defendant. Though the plaintiff produced the Ex.P.4, copy of the Demand Draft that D.D.is dated 12.04.2022 and no any records produced by the plaintiff to show that he was ready to execute the sale deed in favour of the defendant in respect of the plot situated at Aminjikai and the defendant only demanded money instead of getting sale deed. As per the agreement, there are reciprocal promises and thereby both the parties have to perform their part of contract. If the plaintiff was ready to execute sale deed in respect of the plot situated in Aminjikai village and the same was refused by the defendant, then the plaintiff can compel the defendant to receive money for the plot to the tune of Rs.60,00,000/-. But before that the plaintiff has to prove that he was ready to execute sale deed in favour of the defendant in respect of the



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plot situated at Aminjikai and the defendant only demanded money of Rs.60,00,000/, but there is no sufficient evidence to prove the same. Therefore, mere taking Demand Draft is not sufficient to prove the readiness and willingness.

(iii) Even according to Exs.P.4 and P.5 the plaintiff was ready to get sale deed in respect of the suit property, as per agreement he ought to have executed sale deed in favour of the defendant in respect of the Aminjikai property. The plaintiff was ready with Demand Draft for Rs.60,00,000/- in the Registrar office with token for registration of the suit property but prior to that he ought to have executed sale deed in favour of the defendant. There is no evidence that he was waiting to execute sale deed in respect of the Aminjikai property for Rs.60,00,000/- with documents and there is no evidence that the defendant refused to get sale deed in respect of the Aminjikai property and demanded Rs.60,00,000/-. As per Ex.A.6, legal notice was issued on 14.04.2022 on the same day, the plaintiff was waiting in the Registrar office. There is no particulars in the Ex.A.5 about the property to which the token was obtained. Even in Ex.A6, there is no mention about the Aminjikai property for performing the reciprocal agreement. The evidence of P.W.1 is totally contra to the pleadings that he was ready with demand draft of Rs.60,00,000/- there is no particulars mentioned



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by the plaintiff, in which bank, he obtained the said Demand Draft and what is the Demand Draft number and what is the date of Demand Draft, therefore, the plaintiff failed to prove his readiness and willingness to perform his part of contract.

(iv) It is settled law that as far as suit for Specific Performance is concerned, the plaintiff ought to have pleaded and proved his readiness and willingness from the date of agreement till the execution of sale deed, but in this case, the plaintiff failed to prove his readiness and willingness. At this juncture, the learned counsel appearing for the defendant has produced the Judgment of the **Hon'ble Supreme Court reported in AIR 2019 SC 4194 [Surinder Kaur (D) through Lrs. Vs. Bahadur Singh (D) through Lrs and others]** and on careful perusal of the said Judgment, it is clear that the promisor not bound to perform unless reciprocal promisee ready and willing to perform. When a contract consists of reciprocal promises to be simultaneously performed, no promisor need perform his promise unless the promisee is ready and willing to perform his reciprocal promises.

(v) In the case on hand also as per the agreement, the plaintiff has to execute sale deed for the property situated in Aminjikarai for a sum of Rs.60,00,000/- and the defendant has to execute the sale deed



in respect of the suit property, but the plaintiff failed to prove that he was ready to perform his reciprocal promise, therefore, the above said case law, squarely applicable to the present facts of the case.

(vi) Further, the learned counsel appearing for the defendant also relied on the Judgments of Hon'ble Supreme Court (i) Reported in **AIR 2024 SC 3242 [Pydi Ramana Vs. Davarasety Manmadha Rao]** (ii) Reported in MANU/SC/1232/2024 **[R.Kandasamy (Since Dead) and Ors. Vs. T.R.K.Sarawathy and Ors.]** (iii) In Special Leave Petition (Civil) No.13933 of 2021 [R.Shama Naik Vs. G.Srinivasiah] (iv) Reported in 2025 SCC Online SC 723 [Sangita Sinha Vs. Bhawana Bhardwaj and Others] and the Judgment of Hon'ble Division Bench of Judgment of this Court reported in MANU / TN/1151/2023 [R.Sadasivam and Others Vs. K.Subramanian and Ors.]

(vii) On a careful perusal of the above said judgments, it is clear that as far as Specific Performance is concerned, it is discretionary and equitable relief and the parties have to prove whether there exist a valid and concluded contract between the parties for the sale of suit properties and the plaintiff has to prove his readiness and willingness to perform his part of contract. The continuous readiness and willingness on the part of the plaintiff is the condition precedent to grant the relief of



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specific performance and this circumstance is material and relevant and is required to be considered by the Court while granting or 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 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.

(vii) In the case of hand, the plaintiff has failed to prove his readiness and willingness by fulfilling his reciprocal promises for sale of the property in favour of the defendant and therefore, this Court is of the opinion that the plaintiff was not always ready and willingness to perform his part of contract. Thus the Issue No.(ii) is answered.

10. Answers for Issue No.(iii) 'Whether the plaintiff is entitled for decree of specific performance and to what other reliefs' are concerned, (i) The plaintiff filed the suit for Specific Performance of Contract based on the agreement dated 01.01.2022 and this Court in the previous issues decided that the agreement is admitted by the defendant and the same is true, genuine and valid. However in Issue No.(ii), this Court decided that the plaintiff also was not always ready and willing to perform his part of contract and thereby the plaintiff is not entitled to



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Specific Performance of Contract. However, the defendant also admitted the execution of agreement and the receipt of advance of Rs.50 Lakhs and she was also ready to repay the said amount, therefore, the Court can grant Money decree to the plaintiff. The plaintiff has not sought for alternative relief of return of Advance and as per Section 22 (3) of Specific Relief Act, the plaintiff must plead for the relief of return of advance and the Court at any time can allow the amendment application, if any filed. However, the plaintiff has not sought for any relief for return of advance money. Since the suit for specific performance is discretionary and equitable relief, once the defendant admitted the execution of agreement, receipt of sale advance and ready to repay the money, under equity, this Court can grant Money Decree.

(ii) At this juncture, it is relevant to refer the judgment of **Srinivas Ram Kumar Firm Vs. Mahabir Prasad and Others reported in 1951 Supreme Court Cases 136**, where the **Hon'ble Supreme Court** held that when parties admitted the liability, they need not go for another round of litigation by filing a fresh suit, therefore, under equity, this Court can grant Money Decree. If the defendant deny her liability, then without any amendment for return of advance money, as alternate relief, the Court cannot grant money decree. Once the parties admitted the



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receipt of money and agree to repay the money, the Court can grant money decree based on the admission, therefore, this Court is of the opinion that the plaintiff is not entitled for relief of Specific Performance of Contract, however, he is entitled to money decree for the advance amount of Rs.50,00,000/-. Thus the issues are answered.

In the result, the suit is dismissed in respect of relief of Specific Performance, however, Money Decree is granted by directing the defendant to pay a sum of Rs.50,00,000/- [Rupees Fifty Lakhs only] received towards advance of sale price with 9% interest from date of agreement till the date of realisation within a period of two months from the date of receipt of copy of this Judgment. Considering the nature of the suit, there shall be no order as to costs.

**24.11.2025**

Index:Yes/No;  
Internet:Yes/No  
Speaking / Nonspeaking order  
ssd

1)List of Witnesses Examined on the side of the Plaintiff:-

1. P.W.1 – Mr.S.Raghul

2)List of Exhibits Marked on the side of the Plaintiff:-

| Exhibits | Date       | Description             |
|----------|------------|-------------------------|
| Ex.P.1   | 01.01.2022 | Original Sale Agreement |
| Ex.P.2   | 02.02.2022 | Police Complaint        |
| Ex.P.3   | 02.02.2022 | CSR                     |



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| Exhibits | Date                     | Description                                                                                                |
|----------|--------------------------|------------------------------------------------------------------------------------------------------------|
| Ex.P.4   | -                        | Photocopy of the DD Number 057950 (Marked with subject objection)                                          |
| Ex.P.5   | 14.04.2022               | Online copy of the token for registration                                                                  |
| Ex.P.6   | 14.04.2022               | Office copy of the legal notice                                                                            |
| Ex.P.7   | 20.04.2022               | Original Acknowledgement                                                                                   |
| Ex.P.8   | 10.05.2022               | Office copy of the notice intimation to SRO, Kodambakkam                                                   |
| Ex.P.9   | Dec. 2021 to Jan. 2022   | Copy of statement of accounts for the period December 2021 to January 2022                                 |
| Ex.P.10  | 14.05.2022               | Online copy of the encumbrance certificate                                                                 |
| Ex.P.11  | 11.02.2021               | Online copy of the TSLR Patta                                                                              |
| Ex.P.12  | 10.04.2022 to 30.04.2022 | Statement of accounts for the period 10.04.2022 to 30.04.2022                                              |
| Ex.P.13  | 07.10.2020               | Certified copy of release deed (Affidavit under Section 65B of the Indian Evidence Act filed and recorded) |

3)List of Witnesses Examined on the side of the defendant:-

Nil

4)List of Exhibits Marked on the side of the defendant:-

Nil

24.11.2025

To

The Sub Assistant Registrar,  
O.S.Section,  
High Court, Madras



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**P.DHANABAL, J.**

ssd

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