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S.A.No.664 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-06-2025

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THE HONOURABLE MRS JUSTICE R. KALAIMATHI

S.A.No.664 of 2023

and

C.M.P.No.21121 of 2023

P.Kumar @ Selvaraj

...Appellant / Defendant

Vs.

S.Sridhar

...Respondent / Plaintiff

Prayer: This Second Appeal is filed under Section 100 of Code of Civil Procedure, 1908, to allow the second appeal, set aside the judgment and decree dated 17.02.2023 passed in A.S.No.52 of 2021 on the file of the Principal District Court, Cuddalore District, Cuddalore, confirming the judgment and decree dated 18.03.2019 passed in O.S.No.1 of 2017 on the file of the Principal Subordinate Judge, Cuddalore.

For Appellant : Ms.J.Pooja
for Mr.D.Baskar

For Respondent : Mr.R.Shriram
for Mr.D.Ravichandran



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JUDGMENT

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Compliance memo has been filed by the learned counsel for the appellant to the effect that as per the order dated 27.03.2025 passed by this Court, the appellant has deposited an amount of Rs.17,00,000/- before the Trial Court on 30.04.2025 and the copy of the e-Challan is also enclosed along with the said memo.

2. This Second Appeal has been preferred by the appellant / defendant P.Kumar @ Selvaraj against the judgment and decree dated 17.02.2023 in A.S.No.52 of 2021 passed by the Principal District Court, Cuddalore District.

3. The plaintiff has laid a suit for the relief of specific performance in respect of the suit property. According to the plaintiff, the defendant executed a sale agreement on 07.09.2015 and fixed the sale consideration as Rs.7,50,000/- and received sale consideration of Rs.7,00,000/-, agreeing to receive the remaining sale consideration of Rs.50,000/- within a period of 20 months from the date of sale agreement. Since the defendant did not come forward to execute the sale deed, the plaintiff issued a legal notice to the defendant on 17.07.2016. Despite the receipt of notice, as the defendant did not come forward to execute the sale deed in favour of the plaintiff, the suit was laid for the relief of specific performance.



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4. Per contra, the defendant would contend that he had received only a sum of Rs.3,50,000/-. The plaintiff has also obtained unfilled cheques and promissory notes from the defendant. The defendant has repaid the loan amount of Rs.1,50,000/- with interest. But the plaintiff has not accounted for the said repayment. He executed the sale agreement as security for the loan amount obtained by him and sought for dismissal of the suit.

5. During the course of the argument, the appellant came forward to pay a sum of Rs.17,00,000/- as one time settlement. It appears that an order of attachment have been issued in respect of the suit property in different proceedings.

6. Heard the learned counsel for the appellant / defendant and the learned counsel for the respondent / plaintiff.

7. In consideration of the fact that the appellant on consent, has deposited a sum of Rs.17,00,000/- [Rupees Seventeen Lakhs Only] before the Trial Court on 30.04.2025 itself. Recording the same, this Second Appeal stands disposed of. The respondent is entitled to receive the said amount of Rs.17,00,000/-, which is deposited before the Trial Court with accrued interest,



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if any, by filing necessary application before the Trial Court. The Trial Court shall disburse the amount upon production of the certified copy showing proof of payment of Court fee by the respondent. There is no order as to costs. Consequently, connected Civil Miscellaneous Petition stands closed.

27.06.2025

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To

1. The Principal District Court, Cuddalore District
2. The Principal Subordinate Court, Cuddalore.



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R.KALAIMATHI, J.

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