



WEB COPY



S.A.No.500 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.12.2025

CORAM:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

S.A. No.500 of 2014
and M.P.No.1 of 2014

Sekar Arokiam (died)
Son of M.Chinnasamy
Kadali Village, Gingee Taluk,
Villupuram District.

2. Rani
w/o.Sekar Arokiam

3. Tamilkodimalar
D/o.Sekar Arokiam

4. Tamilvasantharani
D/o.SekarArokiam

5. Nesamani
S/o.Sekar Arokiam

6. Vijayalakshmi
D/o.Sekar Arokiam
...Appellants

A1 died, A2 to A6 are brought on record as legal heirs of the deceased
A1 vide Court order dated 09.08.2023 made in CMP.Nos.17632, 17638 &
17635 of 2023 in S.A.No.500 of 2014 (TVTSJ)

Versus

1. Chinnasamy (died)
S/o.Vellai, Kadali Village,
Gingee Taluk,
Villupuram district.

1/9



S.A.No.500 of 2014

2. Sheik Abubakkar Sayab
S/o.Sheik Jamaludeen
Kadali Village, Gingee Taluk,
Villupuram district.

3. Yasmin
D/o.Sheik Sadiq Basha Sayab
Kadali village, Gingee,
Villupuram.

4. Jarina Bi
W/o.Sheik Jamaludeen
Kadali Village, Gingee Taluk,
Villupuram District.

5. Annammal
w/o.Late.Chinnasamy

6. Sagayaraj
S/o.Chinnasamy

7. Sagayarani
D/o.Chinnasamy

8. Arulraja
S/o.Chinnasamy

9. C.M.Raja
S/o.Chinnasamy

...Respondents

R3 declared as major and her Court guardian Advocate
Mr.D.Vijayakrishnan discharged from the guardianship
vide Court order dated 22.11.2021 made in CMP.No.11415,
11392, 11396, 11417, 11420 of 2020 and 13373 of 2021 in
S.A.No.500 of 2014 (TKRJ)

R5 to R9 brought on record as legal heirs of the deceased R1 viz.,
Chinnasamy vide Court order dated 07.01.2022 made in
CMP.Nos.11415, 11417 & 11420 of 2020 in

2/9



S.A.No.500 of 2014

S.A.No.500 of 2014 (TKRJ)

PRAYER in S.A.:

Second Appeal filed under Section 100 of the Civil Procedure Code against the judgment and decree in A.S.No.6 of 2013 on the file of the Subordinate Court, Gingee dated 24.10.2013 in confirming the judgment and decree in O.S.No.190 of 2006 on the file of the Principal District Munsif Court, Gingee dated 20.12.2012.

PRAYER in CMP.:

To stay the judgment and decree in O.S.No.190 of 2006 on the file of the Principal District Munsif Court, Gingee dated 20.12.2012 as confirmed by the judgment and decree in A.S.No.6 of 2013 on the file of the Subordinate Court, Gingee dated 24.10.2013 pending disposal of the appeal.

APPEARANCE OF PARTIES:

For Appellant : Mrs.V.Srimathi

For Respondents : Mr.R.Sunil Kumar
for R2 & R4
Mr.R.Rajarajan
for R5 to R8

J U D G M E N T

Heard

2. This Second Appeal is directed against the judgment and decree



S.A.No.500 of 2014

dated 24.10.2013 made in A.S. No.6 of 2013 on the file of the Subordinate Court, Gingee, confirming the judgment and decree dated 20.12.2012 passed in O.S. No.190 of 2006 by the Principal District Munsif Court, Gingee, whereby the suit for specific performance filed by the respondent/plaintiff came to be decreed.

3. In this appeal , third defendant is the appellant. For convenience, the parties will be referred as arrayed in the trial court.

4. The plaintiff filed suit for specific performance of the sale agreement dated 13.03.2006 (Ex.A1) executed by defendants 1 and 2 in respect of the suit property in Kadali Village, Gingee Taluk, under which he paid Rs.5,000/- as advance and three months' time was fixed for execution of the sale deed. He pleaded that he was always ready and willing to perform his part, had sufficient means to pay the balance, and, within the stipulated period, issued a lawyer's notice dated 23.05.2006 (Ex.A2) calling upon defendants 1 and 2 to receive the balance consideration and execute the sale deed; however, instead of honouring Ex.A1, they dealt with and conveyed the very same property in favour of third defendant.



S.A.No.500 of 2014

WEB COPY

5. Defendants 1 and 2, while not seriously disputing the execution of Ex.A1, pleaded that the plaintiff was not ready and willing to perform his part within the stipulated time and that, having regard to the recitals in Ex.A1, his remedy, if at all, was confined to recovery of double the advance and not specific performance. The third defendant, in his separate written statement, rested his defence on the registered exchange deed dated 26.04.2006 (Ex.B2), under which he acquired the suit property for a total value of Rs.23,500/-, partly by exchanging 0.90 cents of his own land and partly by cash, asserted that he is a bona fide transferee for value without notice of Ex.A1, sought the protection of Section 19(b) of the Specific Relief Act, 1963, and challenged the plaintiff's continuous readiness and financial capacity, as well as the very enforceability of the agreement.

6. In this Second Appeal, the 3rd defendant seeks to make out a substantial question of law by asserting that he is a transferee for value without notice of the prior agreement in favour of the plaintiff, having derived title to the suit property under a registered deed of exchange dated 26.04.2006. He further contends that the plaintiffs were not ready



S.A.No.500 of 2014

and willing to perform their part of the contract, that the agreement in their favour was either incomplete or not capable of specific enforcement, and that the courts below have improperly exercised their discretion in decreeing specific performance.

7. This Court finds no merit in the above contentions. Insofar as the rights asserted by the third defendant as a subsequent purchaser are concerned, both the Courts below have concurrently held that, within month from the agreement in favour of the plaintiff, the third defendant entered into the subsequent transaction with defendants 1 and 2. They have also noted that the plaintiff is an adjacent landowner of the suit property and that the third defendant, as a subsequent purchaser, hails from the very same village. On these admitted facts, the Courts below have concluded that, had the third defendant made even a rudimentary enquiry with the neighbouring landowners, he would have become aware of the earlier agreement dated 13.03.2006. On this reasoning, they have rightly held that the third defendant is not a bona fide purchaser for value without notice, notwithstanding that he claims under a deed of exchange.

8. With regard to the contention on readiness and willingness, this



S.A.No.500 of 2014

Court is of the view that a subsequent purchaser cannot, as an independent ground, assail the plaintiff's readiness and willingness. In a suit for specific performance, his substantial defence is circumscribed by Section 19(b) of the Specific Relief Act, namely, to show that he is a transferee for value who has paid consideration in good faith and without notice of the prior contract. On the concurrent findings of both Courts, the appellant has failed to satisfy these requirements. Once it is held that he is not a bona fide transferee without notice, his attempt to impeach the decree on the basis of an alleged lack of readiness and willingness on the part of the plaintiff is unsustainable.

9. The findings of the trial Court, as affirmed by the first appellate Court, are essentially findings of fact resting on a proper appreciation of the pleadings, oral testimony and documentary evidence. No perversity in the evaluation of evidence, no omission of material evidence and no misapplication of any settled legal principle has been shown. The Second Appeal, in effect, seeks a mere reappraisal of facts already concluded by the two Courts below, which is impermissible within the limited scope of Section 100 of the Code of Civil Procedure.



S.A.No.500 of 2014

10. In these circumstances, this Court holds that no substantial question of law arises for consideration. The Second Appeal is, accordingly, dismissed at the admission stage. No costs. Consequently, the connected miscellaneous petition, if any, stands closed.

15.12.2025

dpq

Index:Yes/No

Speaking Order /Non-speaking order

Neutral citation:Yes/No

To

1.The Subordinate Court,
Gingee

2. The Principal District Munsif Court,
Gingee

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



WEB COPY



S.A.No.500 of 2014

DR. A.D. MARIA CLETE, J

dpq

S.A. No.500 of 2014
and M.P.No.1 of 2014

15.12.2025