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A.S.Nos.641 and 995 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 08.07.2025

CORAM

THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

A.S.Nos.641 and 995 of 2019

S.Ranjani ... Appellant in A.S.No.641 of 2019

1.Javadhu Hill Teack Agri and
Horticulture Farms Pvt. Ltd.,
Represented by its Managing Director,
Mr.M.Shanmugam

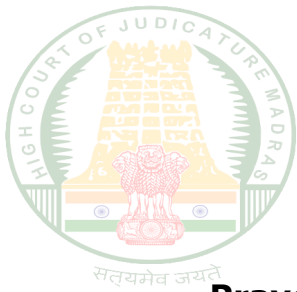
2.Dr.E.Krishnan
(Cause title accepted vide order of Court
dated 2/12/19 made in CMP No.25463/19
in AS.SR No.60567 of 2019
[SMSJ]) ... Appellants in A.S.No.995 of 2019

Vs.

1.Javadhu Hill Teak Agri and
Horticultural Farms Private Limited
Rep. by its Managing Director

2.Dr.E.Krishnan
3.Selvi Suganthi Venu
4.Dhanalakshmi Shanmugam
5.M.Selvarajan ... Respondents in A.S.No.641 of 2019

1.S.Ranjini
2.Selvi Suganthi
3.Dhanalakshmi Shanmugam
4.M.Selvarajan ... Respondents in A.S.No.995 of 2019



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Prayer in A.S.No.641 of 2019:

Appeal filed under Section 96 r/w Order XLIII Rule 1 of Civil Procedure Code praying to set aside the judgment and decree dated 04.02.2019 made in O.S.No.28 of 2012 on the file of III Additional District Judge, Vellore at Tirupattur and to allow the regular appeal.

Prayer in A.S.No.995 of 2019:

Appeal filed under Section 96 of Civil Procedure Code praying to set aside the judgment and decree dated 04.02.2019 in O.S.No.28 of 2012 on the file of III Additional District Judge, Vellore @ Tirupattur.

For Appellants : Mr.C.Prakasam
for M/s.G.Vinodhkumar
in A.S.No.641 of 2019

Mr.D.Ravichander
for M/s.S.T.Bharath Gowtham
for M/s.P.Veena Suresh
in A.S.No.995 of 2019

For Respondents : Mr.D.Ravichander for R1 and R2
for M/s.S.T.Bharath Gowtham
in A.S.No.641 of 2019

Mr.C.Prakasam for R1
in A.S.No.995 of 2019

COMMON JUDGMENT

The unsuccessful plaintiff has preferred the appeal in A.S.No.641 of 2019 against the dismissal of suit for the relief of specific performance. The unsuccessful defendants 1 and 2 have preferred the

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appeal in A.S.No.995 of 2019 against decreeing the suit for refunding of advance amount.

2.The suit is filed for specific performance of contract in alternate to return the advance amount. The trial Court dismissed the prayer for specific performance of contract and decreed the suit in respect of the alternative prayer for refund of advance amount. The defendants are directed to pay the plaintiff advance amount of Rs.10 Lakhs with interest at the rate of 12% per annum from the date of suit to till date of decree and thereafter with interest at the rate of 6% per annum till the date of realisation.

3.The parties are referred as per their rankings in the trial Court.

4.The brief case of the plaintiff is as follows:

(i)The first defendant is the registered private limited company represented by its Managing Director. The defendants 2 to 5 are the Board of Directors. The suit schedule properties belonged to the defendants. On 17.07.2008, the first defendant representing other defendants solemnly executed a registered sale agreement. The total



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sale consideration is fixed at Rs.20 Lakhs. On 17.07.2008, the first defendant received an advance of Rs.5 Lakhs from the plaintiff. Time for balance payment was stipulated as six months for completion of sale. But time was mutually not indicated as essence of contract of sale. The time for payment of balance sale consideration was stipulated as six months from the date of sale agreement.

(ii) On 09.10.2008, the first defendant has received further advance of Rs.50,000/-, again on 31.12.2008 received a sum of Rs.2 Lakhs, again on 21.02.2009 has received a sum of Rs.2,50,000/- from the plaintiff. The first defendant has duly made endorsement for the receipt of the above said amounts on the reverse of sale agreement sheets. The plaintiff has been always ready and willing to perform her part of contract, the defendants are neglecting to perform their part of contract. In support of the sale agreement, the first defendant has handed over the title deeds, parent deeds and patta passbook to the plaintiff at the time of the sale agreement. When the plaintiff approached the defendants to pay the balance of sale consideration of Rs.10 Lakhs and to get registered sale deed from the defendants, the defendants are postponing and evading from completing the sale deed



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in favour of the plaintiff with an ulterior motive to sell the suit properties to third parties for higher price.

(iii)Therefore, the plaintiff issued notice dated 08.02.2012 calling upon them to be present at Sub Registrar Office, Vaniyambadi between 10 a.m. and 1 p.m. on 15.02.2012 to perform their part of contract and issued rejoinder notice dated 10.02.2012. The defendant did not come to the Sub Registrar Office, Vaniyambadi, to perform their part of contract. Since the defendants 2 to 5 are the Directors of the first defendant company, they are impleaded as parties in the suit. The plaintiff is ready to deposit the balance of sale price of Rs.10 Lakhs before the trial Court when ordered by the trial Court to deposit the same. Hence the suit.

5.The written statement was filed by the second defendant and adopted by the defendants 1,3 and 4, wherein, it has been stated as follows:

(i)It is not correct to say that the alleged sale agreement dated 17.07.2008 executed by the deceased Thiruvengadam, one of the Directors of the first defendant company was with the consent of the



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first defendant company. Except the suit properties, there are no other properties to the first defendant company. The alleged sale agreement was not executed with the consent of the Directors or members or with Special Resolution. The first defendant has not given any power to the deceased Thiruvengadam to execute the alleged sale agreement.

(ii).The defendants did not know about the sale agreement or about the sale advance amount of Rs.5 Lakhs received by him from the plaintiff. The alleged sale agreement was fraudulently created by the plaintiff and the deceased Thiruvengadam with an intention to grab the suit properties with ulterior motives. As per Section 293 of the Companies Act, without proper permission, the fraudulently created sale agreement is not binding the company and its members. The alleged sale advance amount and the subsequent amounts received by the deceased Thiruvengadam from the plaintiff were utilized only for his personal benefits. Since the suit properties are company properties and the alleged sale agreement was not made as per the procedures of the Companies Act, the trial Court has no jurisdiction to entertain the suit.



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6. Additional written statement was also filed by the second defendant and adopted by the defendants 1,3 and 4, wherein, it has been stated that the company has not given any power to the deceased Thiruvengadam to execute the alleged sale agreement to the plaintiff. The company did not receive the alleged sale amount as alleged in the plaint.

7. Based on the above pleadings, the trial Court has framed the following issues:

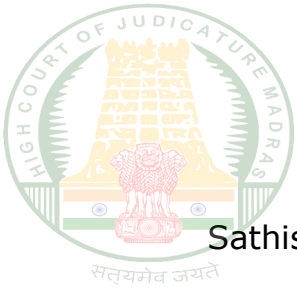
(i) Whether the suit agreement executed by the deceased Thiruvengadam is binding on the defendant company?

(ii) Whether this Court has no jurisdiction to try the suit?

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

(iv) Whether the plaintiff is entitled for a decree of specific performance as prayed by her in the suit with costs?

8. During the trial, on the side of the plaintiff, the plaintiff herself examined as P.W.1, one Manogaran was examined as P.W.2, one



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Sathish was examined as P.W.3 and exhibits Ex.A1 to Ex.A21 were marked. On the side of the defendants, one Krishnan was examined as D.W.1 and exhibits Ex.B1 to Ex.B4 were marked.

9.The findings of the trial Court:

(i)The deceased Thiruvengadam was the Managing Director of the first defendant company. At the time of execution of the alleged Ex.A1 Sale Agreement an another Director Selvarajan was also accompanied by the deceased Thiruvengadam, the same is not denied by the defendants. As Directors of the first defendant company, defendants 2 to 5 should have take care of the properties of the first defendant company and each and every one of the Managing Director of the Company was dealing with the properties of the company. Since the plaintiff is a third party, the defendants are answerable for each and every one of the act of deceased Thiruvengadam. In Ex.B4/ resolution book in several pages, it is stated that the original documents are not found and the same have to be traced out. Hence the version of the plaintiff that original documents were given to her and the same were mis placed by her cannot be presumed as false.

(ii)The defendants have not filed any register before the Court to



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prove that the advance amount of Rs.10 Lakhs received by the deceased Thiruvengadam from the plaintiff was not given credit in the account of the defendants company. In Ex.B4, there is no mention about the Bank account stands in the name of company is maintained from 2006 till 2018. The sale agreement executed by the deceased Thiruvengadam is binding on the defendants company and defendants. Therefore, the plaintiff is not entitled for decree of specific performance as prayed for in the suit. The plaintiff is entitled for refund of advance amount of Rs.10 Lakhs with interest.

10.The points for determination arises in these appeals is that

(i)Whether the sale agreement executed by the deceased Thiruvengadam is binding on the defendants company?

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

(iii)Whether the plaintiff is entitled for a decree of specific performance?

(iv)Whether the Court below is erred in decreeing the alternative relief of refund of advance amount to the plaintiff?



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11.The learned counsel appearing for the appellant/ plaintiff in A.S.No.641 of 2019 would submit that in the written statement not even a whisper of plea was raised about the ready and willingness to perform the contract on the part of plaintiff. The plaintiff is demanding with the defendants whether they are defunct company and they are performing the contract on their part by one way or other. Therefore the finding regarding the ready and willingness is liable to be set aside. The plaintiff is always ready and willing to perform the contract as she is a person of means and more interested in getting the sale deed executed in the suit property. There is no denial for execution of sale deed by the defendants till the legal notice issued by the plaintiff. The plaintiff has proved that the sale agreement was genuine and registered one and also periodical payment was made by the plaintiff which has been reflected in the sale agreement. The defendants are the Directors of the first defendant company and are trying to shrink their liability by filing a false written statement and therefore the dismissal of the suit regarding the specific performance is liable to be set aside. The defendants never sent any communication at any point of time about the denial of execution of sale agreement till the suit notice is being issued and even a reply notice was not sent by the

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defendants on the receipt of the legal notice.

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12.Per contra, the learned counsel appearing for the appellants in A.S.No.995 of 2019/ defendants 1 and 2 would submit that there is no privity of contract between the company and the plaintiff. No power were conferred on the deceased Thiruvengadam to alienate the suit properties to anyone without a resolution passed by the Board of Directors. The alleged sale consideration given to the deceased Thiruvengadam was neither received by the company nor by the Board of Directors was informed about the sale. The sale consideration received by the deceased Thiruvengadam was never utilized for the benefits of the company and it has been used for his personal benefits. In such circumstances, the plaintiff should have taken independent action against the deceased Thiruvengadam or his legal heirs and not against the company as there was no privity of contract.

13.The learned counsel appearing for the appellants in A.S.No.995 of 2019 would further submit that P.W.1 herself admits in the cross examination that the suit is filed beyond three years of limitation and therefore, the plaintiff is not entitled to get any relief. There is no company seal in the endorsement made by the deceased



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Thiruvengadam when he has received installment of payments on 09.10.2008, 31.12.2008 and 21.02.2009 which would clearly go to show that the deceased Thiruvengadam has not received the money on behalf of the company. Hence the alleged sale agreement is not enforceable as against the company as there was no resolution passed by the Board of Directors.

14.The learned counsel appearing for the appellants in A.S.No.995 of 2019 would further submit that the Court below has erred in shifting the burden on the defendants in not marking the original documents, when it is the specific case of the plaintiff that they have the original documents with them but has failed to mark them as exhibits in the suit. Even though a resolution was passed on 26.04.2008 in the annual general meeting with regard to the selling of the suit properties wherein, it has been clearly stated that only after getting the clear approval from the Board of Directors, the sale agreement is to be entered into and getting enforced and then it can be binding upon the company, the Court below has erred in holding that P.W.3 – Sathish is the counsel for the company. Relying upon the entries in Ex.B4, he prayed to allow the appeal.



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15.The learned counsel appearing for the appellants in A.S.No.995 of 2019 to strengthen his contentions, has relied upon the judgment of the Hon'ble Supreme Court reported in **(2023) 11 SCC 775 [U.N.Krishnamurthy (since deceased) through Legal Representatives Vs. A.M.Krishnamurthy]** to show that the suit filed after three years, just before expiry of period of limitation can be considered as a ground to decline equitable relief of specific performance for purchase of immovable property; the judgment of this Court reported in **2014 SCC OnLine Mad 2042 [P.Samiappan and another Vs. Rukmani (died) and others]** to show that unblemished conduct of the parties from the date of execution of the agreement till the end of the proceedings; another judgment of the Hon'ble Supreme Court reported in **2022 SCC OnLine SC 71 [Shenbagam and others vs. K.K.Rathinavel]** to show that readiness and willingness must be consistent; another judgment of the Hon'ble Supreme Court reported in **(2019) 19 SCC 42 [Narayanamma and another Vs. Govindappa and others]** to show that when agreement of sale is contrary to statutory provision, specific performance cannot be granted; another judgment of the Hon'ble Supreme Court reported in **2024 SCC OnLine SC 981 [Rajesh Kumar Vs. Anand Kumar and**



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others] to show that waiting till fake end of limitation to file the suit and also no pleadings explaining the delay, the plaintiff is not entitled to the relief of specific performance; another judgment of the Hon'ble Supreme Court reported in **(2024) 3 SCC 489 [Major Gen. Darshan Singh (D) by Legal Representatives and another Vs. Brij Bhushan Chaudhary (D) by Legal Representatives]** to show that when plaintiff made false statement in plaint, which had material, then the plaintiff is not entitled to discretionary relief of specific performance; another judgment of the Hon'ble Supreme Court reported in **(2019) 9 SCC 132 [Ritu Saxena Vs. J.S.Grover and another]** to show that financial capacity of vending has to be established; another judgment of this Court reported in **2016 – 4 – L.W.45 [Kadali Venu Sankar Vs. Pydikondala Lakshmi]** to show that legal notice cannot be sent three years after the date of agreement.

16.This Court has considered the submissions made on either side and perused the records.

17.It is not in dispute that the deceased Thiruvengadam was the



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Managing Director of the first defendant company at the time of execution of alleged Ex.A1/ sale agreement dated 17.07.2008. The said Thiruvengadam died on 06.07.2011. The suit was filed on 17.02.2012. A perusal of Ex.A1 shows that the sale consideration is fixed as Rs.20Lakhs in which Rs.5 Lakhs was received by the deceased Thiruvengadam. The recitals shows that on behalf of the defendants, deceased Thiruvengadam had agreed to sell the suit schedule properties. The seal of the first defendant company is found place in all the pages along with the signature of the deceased Thiruvengadam.

18.Ex.A19 is the endorsement made on 09.10.2008 in Ex.A1 sale agreement for receiving sum of Rs.50,000/-, Ex.A20 is the endorsement made on 31.12.2008 in Ex.A1 sale agreement for receiving sum of Rs.2 Lakhs, Ex.A21 is the endorsement made on 21.02.2009 in Ex.A1 sale agreement for receiving sum of Rs.2,50,000/-. As per Ex.A19 to Ex.A21, the deceased Thiruvengadam received further advance amount of Rs.5 Lakhs. Hence, in total Rs.10 Lakhs had been paid by the plaintiff out of Rs.20Lakhs. P.W.1 in her cross examination deposed that at the time of execution of sale agreement she knew who are all the Managing Directors of the first



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defendant company. She saw one Thiruvangadam (deceased) and Selvarajan (fifth defendant). She has not given the amount in the name of company through a cheque. She admits that in exhibits Ex.A19 to Ex.A21, there is no company seal of the first defendant. Through Ex.A19 to Ex.A21, time was extended. P.W.2/ Manogaran who is one of the attestor of Ex.A1 has deposed about the execution of Ex.A1 and payment of advance of Rs.5 Lakhs. P.W.3 Sathish and Advocate have deposed about the execution of Ex.A19 to Ex.A21 endorsements and has deposed about the payment of Rs.50,000/-, Rs.2 Lakhs and Rs.2,50,000/- to the deceased Thiruvengadam.

19.It is seen from records, one Rajesekaran who is the Village Administrative Officer has deposed that the then document writer deposed that he has signed Ex.A1/ sale agreement as a scribe and he did not see whether the advance amount of Rs.5 Lakhs was paid. P.W.3 has deposed that he knew both the parties and he was the Advocate of the first defendant company. The defendants denied that P.W.3 was not the counsel for the first defendant company. The evidence of P.W.1 to P.W.3 reveals about the execution of Ex.A1/ sale agreement and Ex.A19 to Ex.A21 subsequent endorsements made in Ex.A1 sale agreement.



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20.It is the specific case of the defendants that the alleged sale agreement was not executed with the consent of Board of Directors or members or with Special Resolution. Further, the first defendant company has not given any power to the deceased Thiruvengadam. The defendants did not know anything about the sale agreement or about the sale advance amount as alleged to have been received by the deceased Thiruvengadam since the suit properties are the company properties and the alleged sale agreement was not made as per the procedures of the Companies Act.

21.D.W.1/ second defendant Krishnan has deposed that no resolution was passed to enter into an agreement of sale with the plaintiff. The defendants has relied upon Ex.B4/ resolution book. A perusal of Ex.B4 shows that for the actions involved existence and dealing the properties of the company, they are passing resolution and in respect of Ex.A1 sale agreement no specific resolution is found. In this case, only after the death of the deceased Thiruvengadam that too after receipt of Ex.A2/ legal notice from the plaintiff dated 08.02.2012, the defendants had denied the execution of Ex.A1. Further, there is no specific entries available in Ex.B4/ resolution book in respect of



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granting powers for selling the suit properties to the then Managing Director, the deceased Thiruvengadam. Further it shows that on 26.04.2008, in the general body meeting a decision was taken to sell the lands of the company, wherein the said deceased Thiruvengadam had also signed. The sale agreement executed in Ex.A1 dated 17.07.2008 is subsequent to the resolution dated 26.04.2008.

22. There is no recitals found or the resolution found that the deceased Thiruvengadam had entered into a sale agreement or received the advance amount with the consent of the Board of Directors and every members of the Company. In this regard D.W.1/ Chairman of the first defendant Company has admitted that he has been working as the Chairman of the first defendant company from 04.04.2006. The other defendants have also served along with D.W.1 as Directors of the company from 04.04.2006. P.W.1 says that at the time of execution of Ex.A1, Selvarajan/ the fifth defendant also accompanied the deceased Thiruvengadam as Director of the first defendant company. The deceased Thiruvengadam and the fifth defendant were involved in the execution of sale agreement Ex.A1. As per Ex.A1, one of the Managing Director had involved with regard to the first defendant company property.



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23.It is the specific case of the defendants that they have not received any amount and not credited in the account of the company. A perusal of Ex.B4 shows that income and expenditure register from 01.08.2004 to 08.05.2011 were in the hands of D.W.1 / Krishnan for verification with the assistance of auditors, but subsequently nowhere it is stated that whether the Auditor had checked the account for the first defendant company. Perusal of Ex.B4 shows that there is no Bank account in the name of company is maintained from 2006 – 2018. It is stated in the written statement that except suit properties, there are no other properties to the first defendant company and the alleged sale advance amount received by the deceased Thiruvengadam was not utilized for the benefits of the company.

24.The above said facts reveals that the advance amount has been received by the deceased Thiruvengadam who is one of the then Director of the company. In the written statement it is also pleaded that the alleged sale amount and the subsequent amounts received by the deceased Thiruvengadam from the plaintiff were utilized only for his personal benefits. As per Ex.A1 sale agreement, the first defendant company's properties are involved in the sale agreement,



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then the defendants ought to have taken steps to cancel the said sale agreement. It is not the case of the defendants that upon knowing the alleged sale agreement, they have taken steps to cancel the said agreements and they have taken steps to initiate appropriate legal proceedings towards the deceased Thiruvengadam or his legal heirs in a manner known to law.

25.It is pertinent to mention that as per the doctrine of indoor management, persons dealing with the company are entitled to presume that internal requirements prescribed in the memorandum and articles have been properly observed. In the instant case on hand, the plaintiff being an outsider/ third party is entitled to proceed on the assumption of existence of proper procedure adopted the defendant/ company. Therefore, when the plaintiff dealing with one of the Managing Director of the first defendant company, then the plaintiff is entitled to assume that the deceased Thiruvengadam has power to deal with the suit properties. Even supposing that there was no actual resolution authorizing the deceased Thiruvengadam to enter into sale agreement on behalf of the first defendant company either by the Board of Directors or any Resolution, the claim of the plaintiff, who



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was a registered sale agreement holder cannot be affected to get back the advance amount.

26.It is relevant to mention that Section 16(c) of the Specific Relief Act, 1963:, mandates, the plaintiff always been ready and willing to perform the essential terms of the contract. Under section 16(c) of the Act it is incumbent on the party, who wants to enforce the specific performance of a contract, to aver and prove that he has performed or has always been ready and willing to perform the essential terms of the contract; Coromandel Indang Products (P) Ltd. Vs. Garuda Chit and Trading Co. Pvt. Ltd., (2011) 8 SCC 601. Section 16(c) of the Act mandates “readiness and willingness” on the part of the plaintiff and it is a condition precedent for obtaining relief of grant of specific performance. In a suit for specific performance, the plaintiff must allege and prove a continuous “readiness and willingness” to perform the contract on his part from the date of the contract. The onus is on the plaintiff; J.P.Builders Vs. A.Ramadas Rao JT 2010 (12) SC 588. In the plaint the plaintiff must allege that he was ready and willing to perform his part of contract from the date of agreement till the date of institution of the suit; Sandhyarani Vs. Sudharani, (1978) 2 SCC 116.



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27. It is pertinent to mention that as per Section 16(c) of the Specific Relief Act, the plaintiff has to establish that she was ready and willing to perform her part of contract. It is relevant to cite the judgment of the Hon'ble Supreme Court reported in **AIR 2019 SC 1280 (Urvashi Aggarwal (since deceased) through L.Rs and Ors. Vs. Kushagr Ansal and Ors.)**, wherein it has been held that even in cases where it is not possible to order specific performance, the plaintiff is entitled for refund of advance amount in a suit for specific performance. The contract must be performed within a reasonable time as observed by the Hon'ble Supreme Court in case of **K.S.Vidyanadam and Ors. Vs. Vairavan reported in (1997) 3 SCC 1**. As per Section 16 C of the Specific Relief Act, the plaintiff must exhibit her readiness and willingness as per the prepositions laid down in the decision of the Hon'ble Supreme Court reported in **2024 INSC 927 [R.Shama Naik Vs. G.Srinivasiah]**, wherein it is held that even though the sale agreement is a valid document, if the contention of the sale consideration set out therein is inadequate, it would be of no relevance. The Hon'ble Supreme Court in the decision reported in **AIR 2020 SC 5041 [Ferrodous Estates (Pvt.) Ltd. Vs. P.Gopirathnam (dead) and others]** reiterated that inadequacy of



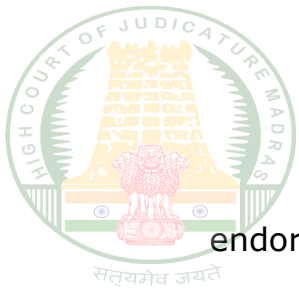
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consideration cannot be a valid defence for the relief of specific performance.

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28.As per Ex.A1, when Ex.A1 is the registered sale agreement and the execution of Ex.A1 and subsequent endorsement made in Ex.A19 to Ex.A21 and the advance amount received by the deceased Thiruvengadam, the then one of the Managing Director of the first defendant company and the properties involved pertaining to the first defendant company and therefore, the act of the then Managing Director of the first defendant company is binding on the defendants. Therefore, the defendants are liable to the plaintiff's money paid under Ex.A1/ sale agreement.

29.By applying the ratio laid down by the Hon'ble Supreme Court and upon considering the evidence adduced on either side shows that in the absence of valid Board Resolution passed by the company to sell the property and in the absence of valid authority to its Managing Director, the agreement of sale could not be legally enforced. Further, the advance amount paid by the plaintiff has to be returned to the plaintiff. Further, the plaintiff has also filed the suit on 17.02.2012, exhibit Ex.A1/ sale agreement dated 17.07.2008 and Ex.A21/



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endorsement made on 21.02.2009 in Ex.A1 sale agreement after nearly three years.

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30.The plaintiff also pleaded that she was ready to deposit the balance sale consideration of Rs.10 Lakhs before the trial Court whenever ordered by the trial Court to deposit the same. It is relevant to cite the judgment of the Hon'ble Supreme Court reported in 2024 INSC 927 [**R.Shama Naik Vs. G.Srinivasiah**], wherein it is held that

"11. There is a fine distinction between readiness and willingness to perform the contract. Both the ingredients are necessary for the relief of specific performance.

12. While readiness means the capacity of the plaintiff to perform the contract which would include his financial position, willingness relates to the conduct of the plaintiff."

Therefore, the conduct of the plaintiff shows that she was not ready and willing to perform the contract as per the requirements mandated under Section 16(c) of the Specific Relief Act. The defendants are bound to repay the advance amount received by the deceased Thiruvengadam. The plaintiff is entitled to the alternative relief of getting the advance amount. The trial Court has rightly answered the



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issues raised in the appeals. There is no merit in the appeals. The points are answered accordingly.

31.In the result the appeal in A.S.No.641 of 2019 is dismissed and the appeal in A.S.No.995 of 2019 is also dismissed. The judgment and decree dated 04.02.2019 made in O.S.No.28 of 2012 on the file of the learned III Additional District Judge, Vellore at Tirupattur is hereby confirmed. No order as to costs.

08.07.2025

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

To

1.The III Additional District Judge,
Vellore at Tirupattur.



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