



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **13.11.2025**

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THE HONOURABLE DR JUSTICE R.N.MANJULA

A.No.5410 of 2025

in

CS.No. 514 of 1998

N.Radha

...Applicant

Vs

R.Ayyadurai

...Respondents

For Applicant : Ms.Vasudha Thiagarajan

For Respondent : No appearance

ORDER

This petition has been filed to pay out the entire amount of Rs.3,91,199/- lying in the credit of C.S.No.514 of 1998 along with the accrued interest.

2. The applicant is the defendant in the suit which has been filed by the plaintiff for specific performance. As the applicant/defendant remained *ex parte*, the suit has been decreed in favour of the plaintiff and subsequently, the decree has also been executed by the Court in respect of the suit property in



favour of the decree holder/plaintiff, after the plaintiff has deposited the sale consideration to the credit of the suit as ordered by the Court.

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3. On perusal of the records and from the submissions of the learned counsel for the applicant, it appears that the applicant who was not willing to execute the sale deed has filed an application to condone the delay in filing the application to set aside the executed decree.

4. However, after initiating various proceedings, now, this application is moved to get back the sale consideration which is already lying in the fixed deposit account to the credit of C.S.No.514 of 1998 with the accrued interest. From the certificate of funds, it is seen that the said sum of Rs.3,91,199/- is lying in the fixed deposit account to the credit of C.S.No.514 of 1998 which has been invested in the Indian Bank, Madras High Court Branch, Chennai-104 carries interest at the rate of 7.3%.

5. The respondent herein who is the plaintiff cannot have any objection



as the sale deed has been already executed in his favour in respect of the suit property as per the decree obtained by him.

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6. Had the applicant/defendant come forward to execute the sale deed, the sale proceeds could have been given directly to him without being deposited to the credit of the suit. Just because, the applicant/defendant did not come forward to execute the sale deed, the sale amount got deposited in the Court and the Court needed to execute the sale deed in favour of the respondent/plaintiff. Therefore, the applicant/defendant is entitled to withdraw the amount which is lying in the credit of C.S.No.514 of 1998 as per her wish by giving appropriate acknowledgment.

7. Accordingly, this application is allowed.

13.11.2025

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Dr.R.N.MANJULA, J.

ssa

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