



WEB COPY

SA No. 704 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-12-2025

CORAM

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

**SA No. 704 of 2025
and CMP.No.25875 of 2025**

1. SUDHA
W/o.N.Nagaraj, 1/17C,
Rakkiyagoundenpudur, Neruperichal
Village, Polluvapatti Post, Tiruppur

Appellant/Plaintiff

Vs

1. M.Palanisamy
2.C. Gopalakrishnan
3.P. Divya
4.P. Gowtham

Respondents/defendants

PRAYER

Second Appeal filed under Section 100 of C.P.C., praying to set aside the Judgment and Decree dated 01.07.2025 passed in A.S.No.54/2020 on the file of the Principal District Court, Tiruppur confirming the Judgment and Decree dated 06.01.2020 passed in O S No.298/2012 on the file of the Additional Sub Court, Tiruppur.



For Appellant(s): Mr.K. Govi Ganesan

For Respondent(s): Mr.R.Siddharth For R1,R3 and
R4
R-2 - No Appearance

JUDGMENT

Heard Mr.K.Govi Ganesan, learned counsel for the appellant and Mr.R.Siddharth, learned counsel for respondents 1, 3 and 4.

2. Challenging the concurrent findings of the courts below, the plaintiff/appellant has filed this Second Appeal.

3. The appellant/plaintiff has filed a suit in O.S.No.298 of 2012 for specific performance and for a direction to the respondents/defendants to execute the sale deed dated 11.03.2009 with alternative prayer to refund the advance amount of Rs.2,50,000/- with 12% interest per annum.

4. After framing issues and examining P.W.1-Sudha and P.W.2-Nataraj, witnesses, documents Ex.P.1 to Ex.P.11 on the side of plaintiff and examining D.W.1 Palanisamy and D.W.2 Divya, documents Ex.B.1 to Ex.B.5 on the side of defendants, the learned trial Judge, held that plaintiff has not proved the sale agreement as required under law. The learned Judge, trial court, also observed that the property is valuable more than Rs.50 lakhs. But the agreement is signed



between the parties only for Rs.3 lakhs which is nothing but undervaluation of the property. To that effect, the trial court has relied on Ex.B.2 which is a letter dated 21.03.2014 given by the District Registrar, Thiruppur, specifying the guideline value of the suit schedule property. It is also stated in the said document that S.No.669/3B is valued for Rs.40 lakhs per acre. So, for the period from 01.04.2007 to 31.03.2012, as per the contemporaneous documents, the guideline value of the property is Rs.40 lakhs per acre. The learned Trial Judge, therefore held that the value of the property comes to Rs.40 lakhs per acre in the area located in the suit schedule property; the subject matter of the property in the alleged sale agreement is to an extent of 1.38 cents in the Neruperichal Village, Tirupur, which will be valued more than Rs.50 lakhs as on the alleged agreement date as per the guideline value; but the sale agreement entered into between the plaintiff and the defendants is valued for the said property at only Rs.2 lakhs.

5. The learned counsel for the defendants 1, 3 and 4 contended that defendants borrowed loan from the husband of the plaintiff as a security, Ex.P.2 dated 09.03.2009 - Power of Attorney was executed in favour of the 2nd defendant/2nd respondent by the 1st defendant. Therefore, the learned counsel for the respondents/defendants contend that as a security for the loan transaction, the alleged document came into force. But considering the fact that



the value of land is now more than Rs.60 lakhs and the property is undervalued, the Trial Judge has rightly observed that on the date of the alleged agreement, the property is undervalued and thus dismissed the suit. The first appellate court also confirmed the findings of the trial court and held that with ulterior motive to make an unlawful gain through illegal means, the appellant/plaintiff undervalued the suit property.

6. It is settled proposition of law that parties to the agreement is not entitled to get the property, when the same is undervalued. The Trial Judge has rightly held that the appellant/plaintiff is not entitled to get the relief of specific performance as it is a equitable relief. The said view was confirmed by the first appellate court which require no interference.

7. However, taking into consideration the alternative relief of refund of advance amount sought by the appellant/plaintiff, there is no proof on the side of the defendants to show that that they obtained Rs.2,00,000/- as loan amount. As per the terms of the agreement, Rs.2,50,000/- was fixed as advance amount. Therefore, the 1st respondent/1st defendant is directed to pay Rs.2,50,000/- with 12% interest per annum to the plaintiff from the date of agreement viz., 09.03.2009 till the date of realisation. Time to make the said payment is three months from the date of receipt of a copy of this judgment.



8. In the light of the above discussion, no question of law much less substantial question of law arises in this Second Appeal. The Second appeal is disposed of with the above direction. No costs. Consequently, connected miscellaneous petition is closed.

15-12-2025

nvsri

Neutral Citation: Yes/No

To

1. The Principal District Judge, Tiruppur.
2. The Additional Sub Judge, Tiruppur.
3. The Section Officer, V.R. Section, High Court, Madras.



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T.V.THAMILSELVI J.

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