



S.A.(MD)No.360 of 2020

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 22.08.2025

CORAM

THE HON'BLE DR. JUSTICE A.D. MARIA CLETE

S.A.(MD)No.360 of 2020

V.S.Jeevarathinam @ Rathinam,
W/o.V.S.Subbiah (Late),
Pillaiyar Kovil Street,
Vadukatchimathil,
Vadukatchimathil Post,
Nanguneri Taluk,
Tirunelveli District.

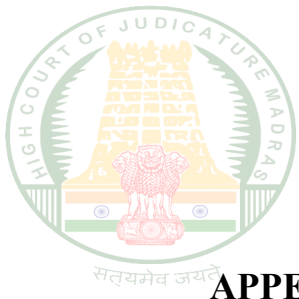
... Appellant/Respondent/Plaintiff

Vs.

L.Thirumalai Nambi,
S/o.Lakshmana Thevar (Late),
Periya Kovil Street,
Vadukatchimathil,
Vadukatchimathil Post,
Nanguneri Taluk,
Tirunelveli District.

... Respondent /Appellant/Defendant

PRAYER : Second Appeal filed under Section 100 C.P.C., to set aside the Judgment and Decree of the lower Appellate Court dated 20.07.2016 made in A.S.No.75 of 2015 on the file of the Principal District Court, Tirunelveli, reversing the judgment and decree of the trial Court dated 13.07.2015 made in O.S.No.19 of 2013 on the file of the Sub Court, Valliyoor and to allow the Second Appeal and thus render justice.



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APPEARANCE OF PARTIES:

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For Appellant : Mr.M.Murugaprabhu, Advocate
for Mr.S.P.Maharajan, Advocate
For Respondent : Mr.V.Sasikumar, Advocate

JUDGMENT

Heard.

2. The second appeal is filed against the Judgment and Decree of the lower Appellate Court dated 20.07.2016 made in A.S.No.75 of 2015 on the file of the Principal District Court, Tirunelveli, reversing the judgment and decree of the trial Court dated 13.07.2015 made in O.S.No. 19 of 2013 on the file of the Sub Court, Valliyoor.

3. The Appellant, as Plaintiff in the suit, instituted the action for specific performance of a registered sale agreement dated 29.11.2010 (Ex.A1).

4. Learned counsel for the Appellant submitted that the sale agreement dated 29.11.2010 (Ex.A1) is a registered document, the execution of which has been expressly admitted by the Defendant. The

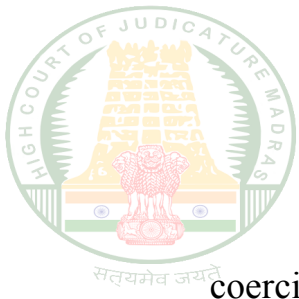


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Defendant had never raised any contemporaneous complaint that Ex.A1 was intended merely as a security for a loan transaction. Such a plea was taken for the first time only after the Plaintiff issued the legal notice dated 02.01.2013 (Ex.A3), which was duly received by the Defendant on 06.01.2013, as evidenced by the postal acknowledgment (Ex.A4). The Defendant did not send any reply to the said notice, which, in law, amounts to an admission of the Plaintiff's claim. The court below erred in relying on Exs.B10–B13 and Exs.C1–C3 to hold that Ex.A1 was only a security transaction. These documents were created subsequent to the filing of the suit and are not connected with the defendant. Similarly, reliance on Exs.B2–B7 to discredit Ex.A1 was misplaced. Once the execution of Ex.A1 before the registering authority is admitted, the burden of proof that it was only a loan security rests squarely on the defendant.

5. It is seen from perusal of records that the Trial Court held that the registered sale agreement dated 29.11.2010 (Ex.A1) stood duly executed and admitted by the defendant, and that his plea that it was only a loan security was unsupported by any evidence of repayment or



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coercion; the defendant's failure to reply to the legal notice or to produce proof of discharge further weakened his defence. The Court found that the plaintiff had paid a substantial advance, was ready and willing to perform her part of the contract, and that the defendant's version was an afterthought. Accordingly, the Trial Court decreed the suit for specific performance, directing execution of the sale deed in favour of the plaintiff and restraining the defendant from alienating the property.

6. The issue in the present appeal is not merely whether the sale agreement was validly executed, but whether the plaintiff is entitled to the equitable and discretionary relief of specific performance. The First Appellate Court, upon a detailed re-appreciation of the evidence, rightly emphasized that although execution of Ex.A1 was admitted, the very terms of the document cast doubt on its genuineness. A disproportionately long period of two years was stipulated for the payment of a relatively small balance of sale consideration, which is wholly inconsistent with ordinary conduct in a genuine transaction of agreement to sell. On a holistic consideration, the Appellate Court therefore concluded that Ex.A1 did not embody a concluded agreement



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to sell warranting specific performance, and accordingly, the plaintiff was disentitled to such relief.

7. There is no misapplication of settled legal principles, nor any perversity in the appreciation of evidence. The findings of the Court below are well-reasoned, and do not give rise to any substantial question of law.

8. Accordingly, this Second Appeal is dismissed at the admission stage. There shall be no order as to costs.

NCC : Yes / No
Internet : Yes / No
Index : Yes / No

22.08.2025

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DR.A.D. MARIA CLETE,J.



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To

1.The Principal District Court,
Tirunelveli.

2.The Sub Court,
Valliyoor.

3.The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.

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