



S.A.(MD)No.359 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 11.08.2025

CORAM

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

S.A.(MD)No.359 of 2025
and C.M.P.(MD)No.12614 of 2025

1.S.Sivasamy
S/o.Soliappa Gounder,
Kulathoorpatti,
Viswanathapuri Post,
Pavithram Village,
Aravakurichi Taluk,
Karur District.

2.D.Prathap.
S/o.Duraisamy,
Periya Thathampalayam,
Pavithram Village,
Aravakurichi Taluk,
Karur District.

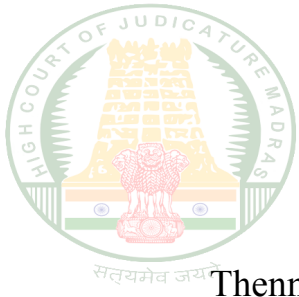
... Appellants

Vs.

V.R.K.Rajendran (Died)
1.Maheswari,
W/o.Late V.R.K.Rajendran,
Venkidapuram
Thennilai Venkidapuram Village,
Chinnatharapuram Post,
Aravakurichi Taluk, Karur District.

2.Rajasudhar,
D/o.Late V.R.K.Rajendran,
W/o.Late V.R.K.Rajendran,
W/o.Vijayan, No.9/19/1, Sumaithaangi,
Chinnatharapuram,

1/8



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Thennilai South Village,
Chinnatharapuram Post,
Aravakurichi Taluk, Karur District.

3.K.Murugavel,
S/o.Late.Karupanna Gounder,
No.54-C, Chinnadangkoil Road,
Karur Town & District.

4.K.Kanagaraj
S/o.Kandasamy

5.K.Jeganathan,
S/o.Kandasamy
Respondents 4&5 are residing at
Kulathoorpatti,
Viwanathapuri Post,
Pavithram Village,
Aravakurichi Taluk,
Karur District.

6.Loganathan,
S/o.Chellappa Gounder,
No.2/273, Sindhu Nagar,
Aandankovil East Village,
Aandankovil Post,
Karur Taluk & District.

... Respondents

PRAYER in S.A : Second Appeal filed under Section 100 Cr.P.C., against the Judgment and Decree dated 06.04.2024 made in A.S.No.44/2017 on the file of Additional Subordinate Court, Karur by reversing the Judgment and Decree dated 22.03.2016 made in O.S.No.340/2010 on the file of Additional District Munsif Court, Karur.



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PRAYER in C.M.P:

To grant an order of injunction restraining the respondents, their men, agent or anyone authorized by them from alienating or encumbering the suit property which is the subject matter in O.S.No.340 of 2010 on the file of Additional District Munsif Court, Karur, pending disposal of the above appeal and thus render justice.

For Appellants :Mr.R.Devaraj, Advocate

JUDGMENT

Heard.

2. This Second Appeal has been preferred against the judgment and decree dated 06.04.2024 in A.S. No. 44 of 2017 on the file of the First Appellate Court of Additional Subordinate Judge, Karur, by which the decree for specific performance granted by the learned Additional District Munsif, Karur, in O.S. No. 340 of 2010 dated 22.03.2016 was reversed and the First Appellate Authority decreed the suit only to the extent of the alternative relief of refund of the advance amount with interest.



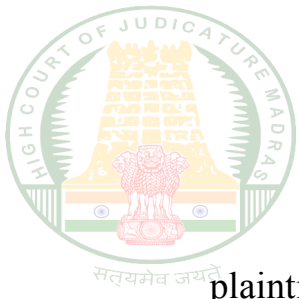
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3. The appellants/plaintiffs instituted the suit for specific performance of an agreement of sale (Ex.A-1) executed on 03.01.2008 for a total sale consideration of Rs.60,000/-. Under the terms of Ex.A-1, the plaintiffs paid a sum of Rs.50,000 on the date of execution and the balance sum of Rs.10,000/- was stipulated to be paid within a long period of 2½ years. The plaintiffs alleged that the defendants failed to execute the sale deed and sought specific performance, or in the alternative, refund of the advance amount with interest. The trial court decreed the suit substantially in favour of the plaintiffs.

4. The substantial questions of law framed in the memorandum of appeal On a careful considered view of this Court, they do not, raise any real substantial question of law within the meaning of Section 100 CPC. The entire challenge is directed against the appreciation of evidence and the factual inference drawn by the first appellate court from the terms of Ex.A-1, the surrounding circumstances, and the conduct of the parties.

5. On appeal, the First Appellate Court re-evaluated the oral and documentary evidence filed by both parties and concluded that the



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plaintiffs were entitled only to the alternative relief of refund of the advance amount, and not to the specific performance of the contract. This conclusion was mainly based on the nature and terms of the agreement for sale, marked as Ex.A1, which was executed on 03.01.2008 for a sale consideration of Rs.60,000/-, out of which a sum of Rs. 50,000/- was paid on the date of the agreement itself, leaving a balance of only Rs. 10,000/- to be paid within a period of 2½ years. The appellate court found it unusual that more than 83% of the sale consideration was paid upfront while such a small balance was allowed such an unusually long period for payment. In prevailing practice, no prudent person would enter into such an arrangement unless there were circumstances casting doubt on the genuineness of the agreement.

6. The first appellate court, as the final court on facts, considered in depth these factual aspects and found, on the basis of evidence, that the agreement itself was doubtful and that specific performance was not warranted. Instead, the alternative prayer for refund was rightly granted. The reasoning of the First Appellate Court is sound in law and supported by the record.



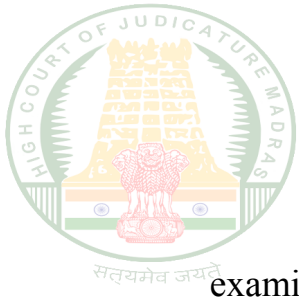
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7. Learned counsel for the appellant contended that, since the sale agreement and its terms stood admitted by the defendant, the suit ought to have been decreed. This contention cannot be accepted, for the relief of specific performance is discretionary in nature, and the plaintiff must establish that he was always ready and willing to perform his part of the contract from the date of the agreement.

8. In the present case, the First Appellate Court found the time stipulation in the sale agreement to be unusual and further held that the plaintiff had failed to prove continuous readiness and willingness to perform his part of the contract from the date of the sale agreement. The first appellate court, in the exercise of its discretion, granted only the alternative relief of refund of the advance amount paid under the agreement. Such exercise of discretion is neither perverse nor tainted by any legal infirmity, and once it has been exercised judiciously, no interference is warranted.

9. It is correct that an admitted fact need not be proved; however, such admission does not, by itself, justify the grant of relief without



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examining the surrounding circumstances of the case. Therefore, the question of law framed in the grounds, though invoking Section 58 of the Indian Evidence Act, does not amount to a substantial question of law within the meaning of Section 100 of the Code of Civil Procedure.

10. In the absence of any substantial question of law, there is no reason to interfere with the well-founded judgment and decree of the First Appellate Court.

11. In the result, the Second Appeal stands dismissed at the admission stage. No costs. Consequently, C.M.P.(MD) No. 12614 of 2025 is closed.

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

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To
1.The Additional Subordinate Court,
Karur.



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DR.A.D. MARIA CLETE,J.

skn/LS

2.The Additional District Munsif Court,
Karur.

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

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