

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
17.03.2026PRONOUNCED ON
05.06.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

AS No. 624 of 2016 &
CMP.No.18831 of 2017

K.R.Venkatesan

... Appellant

Vs

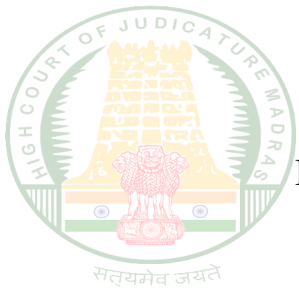
- 1.C.Rukkammal
- 2.C.Roja Rani
- 3.C.Annapurani
- 4.C.Raja
- 5.R.Subbammal
- 6.R.Rangaraj
- 7.C.Perumalsamy
- 8.P.Kavitha
- 9.P.Senthilkumar
- 10.C.Krishnasamy
- 11.K.Malarmani
- 12.K.Senthilkumar
- 13.C.Lakshmanan
- 14.L.Suganthi
- 15.L.Sumitra
- 16.S.Subash Kumarasamy
- 17.K.Sumathi

..Respondent(s)

PRAYER:- First Appeal filed under Section 96 of the Code of Civil Procedure, to set aside the Judgement and decree dated 04.04.2016 passed by the learned Additional District and Sessions Judge, Coimbatore in O.S.No.12 of 2009.

For Appellant(s):

Mr.S.R.Rajagopal Sr., counsel for
Mr.P.Kavin Prabhu



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AS No.624 of 2



For Respondent(s):

No Appearance for RR1 to 16

Mr.V.Raghavachari Sr., Counsel for
Ms.V.Srimathi for R17

JUDGMENT

The present appeal has been filed to set aside the judgement and decree dated 04.04.2016 passed in O.S.No.12 of 2009 by the Learned Additional District and Session Judge-III, Coimbatore.

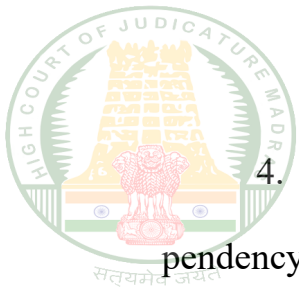
2. The case of the Plaintiff is that the Plaintiff along with the 16th defendant was willing to purchase the suit schedule property from the defendants 1 to 15 for a Sale consideration of Rs.6,50,000/- per acre. The defendants 1 to 15 had agreed to the offer and had received the sum of Rs.25,000/- from the plaintiff and the 16th defendant as a token advance on 28.08.2007 and receipt dated 29.08.2007 was executed for the same. Subsequently, the defendants 1 to 15 entered into a Sale Agreement dated 19.09.2007 with the Plaintiff and the 16th defendant, whereby the said defendants agreed to sell the suit schedule property to the Plaintiff and the 16th defendant for a total sale consideration of Rs.6,50,000/- per acre. It was further agreed that the extent of the suit schedule property would be measured and the entire sale transaction would be completed within a period of three months from the date of the agreement. Pursuant to the said agreement, the Plaintiff and the



16th Defendant paid a sum of Rs.2,00,000/- as advance, which includes the aforesaid token advance of Rs.25,000/-.

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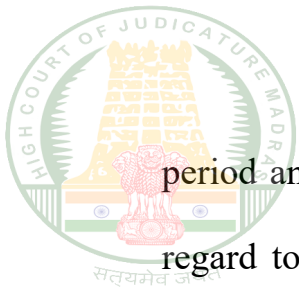
3. Though the Plaintiff and the 16th Defendant were always ready and willing to complete the purchase by paying the balance sale consideration, the defendants 1 to 15 on one pretext or another kept postponing the measurement of the suit schedule property and failed to perform their obligations, claiming that time was not the essence of the contract. The Plaintiff and the 16th Defendant issued legal notices dated 31.02.2008 to the defendants 1 to 15, calling upon them to perform their part of the contract, however, some of the defendants despite the receipt of said notices neither replied nor took any action to perform their part of the Sale Agreement, but only made oral assurances and requested that no legal action be taken against them. The Plaintiff further averred that the 16th defendant had also pacified him not to embark any legal proceedings against the defendants. Relying on such assurances and at the instance of the 16th defendant, the Plaintiff refrained from initiating legal proceedings. Subsequently, the Plaintiff came to know that the Defendants 1 to 15 had executed a registered Sale Deed dated 18.06.2008 in favour of the 17th defendant, who is the wife of the 16th defendant, under the collusion with the 16th defendant, thereby defeating the Plaintiff's rights under the Sale Agreement dated 19.09.2007. The Plaintiff therefore contended that he is entitled to purchase half share in the suit schedule property in terms of the said agreement



4. Hence the Plaintiff had instituted the present suit but during the pendency of the Suit the prayers were amended seeking specific performance of the Sale Agreement with respect to half share in the suit property. Seeking declaration of the Sale Deed dated 18.06.2008 executed by the defendants 1 to 15 in favour of the 17th defendant as null and void or, in alternative; seeking a direction to refund the Plaintiff's share of the advance amount of Rs.1,00,000/- with interest at 12% per annum and to create a charge over the suit schedule property for due payment thereof. The Plaintiff has also sought a preliminary decree for partition of the suit properties into two equal shares and allotment of one such share to him, along with a permanent injunction restraining the 17th Defendant from alienating or encumbering the suit properties.

5. The 13th defendant filed a written statement which was adopted by the defendants 1,4,6 and 7. The 16th and 17th defendant had filed their respective written statements, while the other defendants remained ex-parte.

6. The 13th defendant in his written statement had categorically denied the contention of the Plaintiff that both the Plaintiff and 16th defendant were always ready and willing to perform their part of the contract besides also denying the claim that the defendant made a contention that time was not the essence of the contract. He contended that the Plaintiff and the 16th Defendant lacked the financial capacity to perform their part of the contract within the stipulated



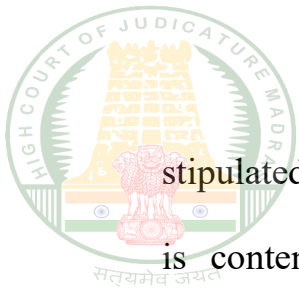
period and further asserted that the Plaintiff had already satisfied himself with regard to the identity and measurement of the suit property even prior to the negotiations and payment of the token advance on 29.08.2007. It is contended that the plaintiff's own averment stating that the 16th defendant persuaded him from not initiating any legal proceedings clearly demonstrates the lack of readiness and willingness on the part of one vendee, thereby disentitling the other vendee namely, the Plaintiff herein from seeking specific performance. The defendant further contends that the Sale Agreement does not stipulate the execution of two separate sale deeds, one in favour of the plaintiff and the other in favour of the 16th defendant, each for half of the suit property. Hence, the plaintiff's claim for sale of half share of the suit schedule property is not legally tenable. It is the further claim of the defendant is that no one other than the 17th defendant came forward to buy the suit schedule property, hence the defendants 1 to 15 sold the said suit property to the 17th defendant for a sum Rs.16,77,000/- vide the Registered Sale Deed dated 18.6.2008. Therefore it is contended that the defendants 1 to 15 had sustained loss due to the breach of contract and hence prays for the dismissal of the present Suit.

7. The 16th defendant filed a written statement through which he avers that it was the Plaintiff who did not co-operate with him for raising funds for the payment of the balance Sale Consideration and the measurement of the suit schedule property was not in doubt. He contends that the legal notices were

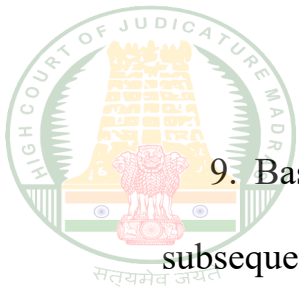


issued only at the instance of the plaintiff and categorically denied the allegations that defendants 1 to 15 had requested the plaintiff and himself not to initiate legal proceedings, or that the 16th defendant had persuaded the plaintiff from proceeding with such action. It is further contended that it was the Plaintiff who was not in the position to raise the funds for payment of his share in the Suit Property, subsequent to which, after sometime the 16th defendant had also dropped the intention to proceed with the Sale Consideration. The 16th defendant further stated that the both himself and the Plaintiff had told the defendants that they can sell the property to third parties if they find another buyer and hence it is averred that the Plaintiff was aware of the Sale of the Suit Property to the 17th defendant. He further contends that when the 17th defendant offered the Plaintiff to pay back his share in the advance paid which amounts to Rs.1,00,000/- the Plaintiff demanded double the amount. Therefore he contends that the Plaintiff had instituted the present suit with an intension to coerce and harass the 17th defendant and therefore seeks the dismissal of the suit.

8. The 17th defendant had filed a Written Statement wherein she had denied all the contentions of the Plaintiff and had averred that the suit property was purchased by her under the full knowledge of both the Plaintiff and the 16th defendant. According to the 17th defendant both the Plaintiff and the 16th defendant were not able to mobilize the funds to complete the contract with the

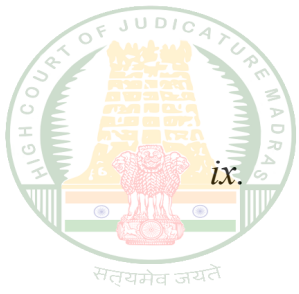


stipulated time period and the Sale Agreement dated 19.09.2007 had lapsed. It is contended that the 17th defendant after the duly negotiating with the defendants 1 to 15, had purchased the suit property for the current market price and had lawfully taken possession of the suit schedule property. Further when the 17th defendant had offered to pay the Plaintiff a sum of Rs.1,00,000/-, which is his share in the advance amount paid under the Agreement, the Plaintiff had refused the same and had demanded double the amount. The 17th defendant further contends the valuation of the Suit for Specific Performance is illegal as there is no question of splitting the agreement so as to create a distinct right in the Plaintiff to enforce one half of the suit Property. Further contented that the Plaintiff's relief for partition invoking the Sec 37(2) of the Tamil Nadu Court Fees and Suit Valuation Act, is not maintainable as the suit schedule property is in the exclusive possession of the 17th defendant. Therefore the defendant had prayed for the dismissal of the Suit. Subsequently, upon amendment of the plaint which consequently resulted in amendment of reliefs, the 17th Defendant filed an additional written statement contending that the amended reliefs ought to have been sought at the time of institution of the suit and could not be introduced subsequently by way of amendment. It was further averred that the amended reliefs are barred by limitation. Hence, the 17th Defendant sought dismissal of the suit.



9. Based on the above Pleadings the Trial Court had had framed issues, subsequently the Additional Issues were also framed. Since the originally framed issues and the additional issues overlapped with each other, the Trial Court found it appropriate to recast the same as follows;

- i. *Whether time is the essence of suit agreement?*
- ii. *Whether the plaintiff and 16th defendant were ready and willing to perform their part of the contract dated 19.09.2007?*
- iii. *Whether the plaintiff and 16th defendant had not given up their right to specifically enforce the contract?*
- iv. *Whether the plaintiff did not commit the breach of the contract dated 19.09.2007?*
- v. *Whether the plaintiff knew about the sale of the suit property to the 17th defendant?*
- vi. *Whether the plaintiff has been always ready and willing to perform his part of the contract?*
- vii. *Whether the plaintiff alone is entitled to seek the relief of specific performance or refund of the advance?*
- viii. *Whether the plaintiff is entitled to the return of the advance amount of Rs.1,00,000/-?*

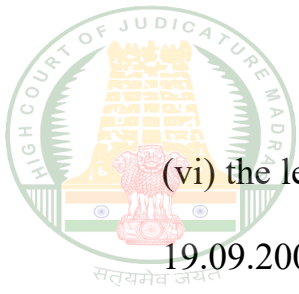


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- ix. *Whether the plaintiff is entitled for charge decree in respect of the suit schedule property as prayed for?*
- x. *Whether the plaintiff has got the right to sue against the 17th defendant?*
- xi. *Whether the plaintiff is entitled for the relief of specific performance as prayed for?*
- xii. *Whether the plaintiff is entitled to a decree for partition of the suit property?*
- xiii. *Whether the plaintiff is entitled for the relief of permanent injunction as prayed for?*
- xiv. *What relief if any are parties entitled to?*

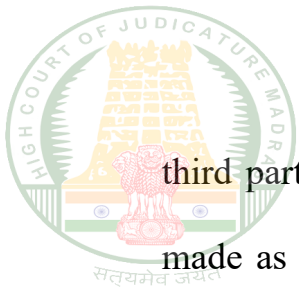
10. On the Plaintiff side evidences 30 documents were marked as Ex.A1 to Ex.A30 and Plaintiff himself was examined as PW1. On the Defendants side evidence the 13th, 16th and 17th defendants were examined as DW1, DW2 and DW3 respectively.

11. The Learned Trial Court after considering the submissions made on both sides and upon perusal of the evidences available on record had decided the above issues vide its judgment dated 04.04.2016. As far as the Issues Nos. (i) to



(vi) the learned Trial Court had noted that pursuant to the Sale Agreement dated 19.09.2007 marked as Ex.A3, wherein it had been stipulated that the Sale Transaction has to be completed within 3 months from the date of Agreement, however, the Trial Court found that neither the Plaintiff and the 16th Defendant nor the Defendants 1 to 15 were serious about adhering to the time limit stipulated therein. Accordingly, the Trial Court held that time was not the essence of the Sale Agreement dated 19.09.2007.

12. Further the learned Trial Court also noted that the Plaintiff and 16th defendant had sent a pre-suit notice dated 31.01.2008 which has been marked as Ex.A4, calling upon the defendants 1 to 15 to perform their part of the Sale Agreement and complete the Sale Deed transaction. Whereas the 16th defendant had denied giving any such instructions towards issuance of the Ex.A4. The lower Court had categorically held that even considering the other averments made by the plaintiff as true, the above fact alone clearly established that the agreement holders namely the Plaintiff and 16th defendant were not keen on enforcing the Suit Sale agreement and concluded that they were not willing to conclude the Sale Transaction. That apart the learned Trial Court upon perusal of Ex.A21 to Ex.A30 which were marked as the evidence from the Plaintiff's side indicating that the Plaintiff had the means to pay the balance Sale Consideration, namely, Ex.A21 a Settlement deed in favour of the Plaintiff, Ex.A22 to Ex.A25 being a series of Lease Agreements between the Plaintiff and



third parties and the Ex.A26 to Ex.A30 were mere evidences to the payments made as dividends for certain shares said to have been owned by the plaintiff and not actual means to purchase the property. The learned Trial Court had categorically held that the Plaintiff for the reasons best known to him did not submit any bank Statement of accounts and further held that none of the above documents could substantiate that the Plaintiff had sufficient means to pay the balance Sale Consideration. Hence the Learned Trial Court concluded that the Plaintiff was unable to prove that he had sufficient means to pay the balance Sale Consideration.

13. The learned Trial Court had also noted that the Plaintiff in his cross examination as PW1 had admitted that he had issued a paper notification inviting buyers for the Suit Property and based upon the same the lower court had held that if the Plaintiff was not having sufficient means but was searching another buyer to complete the Sale Transaction. Hence Learned Trial Court had categorically held that neither the Plaintiff nor the 16th defendant were ready and willing to perform their part in the Contract. Therefore learned Trial Court concluded that neither the Plaintiff and the 16th defendant jointly nor the Plaintiff alone individually are entitled for the relief of Specific Performance as prayed for.

14. As far as the Issue Nos. (vii) to (x) are considered, the learned Trial



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Court had held that though the Sale Deed had been executed in favour of the 17th defendant, who is the wife of the 16th defendant, no reference had been made to the Sale Agreement (Ex.A3) and neither the defendant had denied the knowledge about the Said Sale Agreement in her written Statement nor in her deposition as DW3. Therefore the 17th defendant cannot claim to be a bonafide Purchaser without the noticing the Suit Sale Agreement. Similarly the payment of a sum of Rs.1,00,000/- as an advance by the Plaintiff had not been denied by the 17th defendant. Therefore the learned Trial Court had held that the defendants 1 to 15 and 17th defendant are jointly and severally liable to repay the aforesaid sum of Rs.1,00,000/-. The Trial Court further had also noticed that the Plaintiff had sought for a charge decree against suit schedule Property which is the subject matter in the Sale Agreement (Ex.A3). The lower court had observed that there was no evidence to show that the buyer, viz., the Plaintiff had improperly declined to accept the delivery of the Property which is the only exception to for granting such decree under the section 55 (6)(b) of Transfer of Property Act. Therefore the learned Trial Court concluded that the plaintiff was entitled for a charge decree over the suit schedule property. Accordingly the above Issues are answered in favour of the Plaintiff.

15. Insofar as the Issue Nos.(xi), (xii) and (xiii) are considered, the learned Trial Court held that as decided in the aforesaid Issues the plaintiff is not entitled for specific performance of Suit agreement and therefore consequently



he is not entitled for either the relief of partition or the permanent injunction as prayed for.

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16.As far as Issue No.(xiv) is considered the learned Trial Court in view of the above discussion had categorically held that the Plaintiff not entitled to any other reliefs except the following vide his judgement dated 04.04.2016. The learned Trial Court had directed the defendants 1 to 15 and 17 to pay Rs.1 lakh together with interest @ 6 p.a. from 19.9.2007 till the date of realisation, to the plaintiff within 3 months from the date of the order. Further the learned Trial Court had ordered a charge over the suit property for the due repayment of the aforesaid amount and dismissed suit in respect of all other.

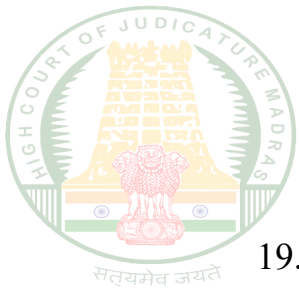
17. Heard Mr.S.R.Rajagopal learned Senior counsel appearing for Mr.P.Kavin Prabhu, learned counsel appearing for the Appellant and Mr.V.Raghavachari learned Senior Counsel appearing for Ms.V.Srimathi learned counsel appearing for 17th respondent.

18. The learned Senior counsel appearing for the petitioner would submit that the appellant would submit that the appellant and the 16th respondent had entered into an agreement of sale with the respondents 1 to 15 of the Suit Schedule Property. He would submit that the respondents 1 to 15 without honouring their part of obligation of the contract had sold the property to the



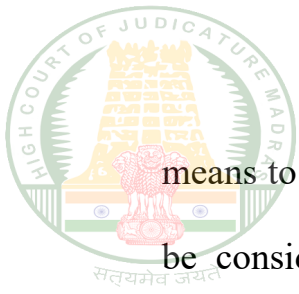
17th respondent, who is non other than the wife of the 16th respondent. He would submit that the respondents have collusively denied the right of the appellant.

He would submit that the appellant has a right to seek execution of the sale deed atleast to the extent of his share namely 50% of the Suit Schedule Property and hence, he had instituted a suit seeking for specifically performing the portion of the property in his favour as per the Suit agreement under Ex.A3. He would submit that the Court below had erroneously held that the appellant and the 16th respondent were not ready and willing to perform their part of the contract in refusing to exercising power to grant the discretionary remedy of the specific performance as claimed by the appellant. He would submit that the appellant and the 16th respondent had issued Ex.A4 on 31.01.2008 by dis-crediting Exs.A20 to A30, which was various documents filed to show the means of the appellant to purchase the Suit property. He would submit that Ex.A4 had also not been replied to by the respondents 1 to 15 inspite of them acknowledging the same and substantiated under Exs.A5 to A19. He would submit that the Trial Court had thoroughly brushed aside the pleadings and evidences of the appellant to hold him to be not entitled to the discretionary relief of specific performance solely on the ground that the appellant had failed to establish the means to purchase the property. He would submit that the means available with the appellant need not be only substantiated by bank accounts, but also by various other methods as done by the appellant in the instant case and would reiterate his submissions on Ex.A20 to Ex.30.



19. He also relied upon the judgment of the Hon'ble Apex Court in the case of ***Silvey & Ors., vs. Arun varghese & Anr.***, reported in **(2008) 11 SCC 45**, to further his contentions that the appellant had been always ready and willing to perform the part of the contract. Relying upon the judgment of the Hon'ble Apex Court in the case of ***Sukhbir Singh & Ors., vs. Bij Pal Singh & Ors.***, reported in **(1997) 2 SCC 200**, he would submit that it is not a condition that the agreement holder should always have ready cash with him. It is suffice for him to establish sufficient means to prove his capacity to make good the consideration.

20. Further relying upon the judgment of the Hon'ble Apex Court in the case of ***Smt.Indira Kaur & Ors., vs. Sheo Lal Kapoor*** reported in **(1988) 2 SCC 488**, he would contest that the test as to whether the agreement holder was ready and willing to perform his part of the contract was his ability to pay the amount and it is for the vendors to substantiate that he did not have the means to pay the same. He would submit that it is only the respondents 1 to 15, who were not ready and willing to perform their part of contract in collusion with the 16th respondents and the same is substantiated by them executing a sale deed in favour of the 17th respondents, who is non other the wife of the 16th respondent. He would further submit that this itself would substantiate that the parties to the agreement namely, the appellant and the 16th respondent together had sufficient



means to purchase the property and the means of the appellant alone should not be considered for them not ready and willing to perform their part of the contract.

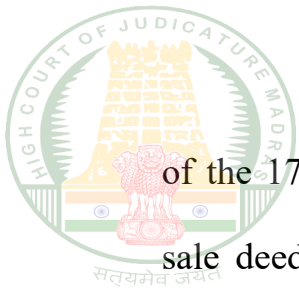
21. Relying upon the judgment of the Hon'ble Apex Court in the case of ***P.Daivasigamani vs. S.Sambandan*** reported in (2022) 14 SCC 793, he would submit that readiness and willingness are two separate elements. Readiness would mean the capacity of the agreement holder to perform the contract and in this context again placing reliance upon the Ex.A22 to Ex.30, he would submit that the appellant was well within the financial position to pay the purchase money. Willingness is the intention to perform and falling upon the Ex.A4, he would submit that he had issued notices calling upon the respondents 1 to 15 to perform their part of contract and it is they who had refused to perform and therefore, on both counsels, the appellant had substantiated his readiness and willingness to perform his part of the contract.

22. He would rely upon the judgment of the Hon'ble Apex Court in the case of ***R.K. Mohammed Ubaidullah & Ors vs Hajee C.Abdul Wahab (D) & Ors*** reported in (2000) 6 SCC 402, to contend that the 17th respondent is not a bonafide purchaser, who cannot middle with the right of the appellant to purchase the Suit property. According to him, even assuming the 16th respondent has given up his right under the agreement, the appellant can seek



for the relief of specific performance atleast to his share in the agreement. He would submit that these aspects are all not been considered by the Court below and had failed to grant the relief of specific performance, but on the contrary had granted the relief of refund of Court fees which according to him is not sufficient. Hence, he seeks indulgence of this Court.

23. Countering his arguments, the learned Senior counsel appearing for the 17th respondent at the outset would submit that the relief of specific performance of an agreement in part is not maintainable. He would submit that an agreement would have to be enforced in full and the appellant cannot seek to enforce the agreement in part. Falling upon Section 12 of the Specific Relief Act, he would submit that the specific performance of the contract in part can be permitted only in certain contingencies. Even for invoking Section 12, he would submit that the appellant ought to have substantiated his readiness and willingness to perform his part of the contract. He would submit that based upon the admissions made by the appellant, who examined himself as PW-1, during his cross examination that too particularly with the issues relating to issuance of an advertisement calling for offers for purchase of the property that had been agreed upon to be purchased by him itself would indicate that the appellant did not have sufficient means to substantiate his readiness and in that regard, he would not be entitled to seek performance of the agreement by the land owners. He would further submit that having considered this kind of title



of the 17th respondent, the appellant had not sought any relief to set aside the sale deed in favour of the 17th respondent and in that regard, he would also contend that the appellant do's his right to specifically enforce the agreement under Ex.A3.

24. He had also relied upon the judgment of the Hon'ble Apex Court in the case of *Arunachala Mudaliar vs. Jayalakshmi Ammal & Anr.*, reported in **2003 (1) CTC 355** and *Ramamani vs. Pitchaimani* reported in **2017 (3) MLJ 472**, in support of his contentions that an agreement holder who was not ready and willing, would not be entitled for a discretionary relief of specific performance. He would submit that the Court below had given a categorical finding that the appellant had not been ready and willing to perform his part of the agreement particularly based upon his admissions in the cross examination. He would further rely upon the judgment of the Hon'ble Apex Court in the case of *K.S.Vidyanandam vs. Vairavan* reported in **(1997) 3 SCC 1**, *Kolli Satyanarayanan (Dead) by Lrs., vs., Valuripalli Kesava Rao Chowdary (Dead) Thr., Lrs., and Ors.*, reported in **2022 LL SC 807** and *Surinder Kaur vs. Bahadur Singh* reported in **(2019) 8 SCC 575**, in support of his contentions that a relief of specific performance, which is a discretionary relief can be denied if grant of such relief is inequitable in the fact of the case. He would submit that in the present facts of the case, it would be an inequitable relief as the appellant is within his knowledge that the 17th respondent had purchased the property and



there is no challenge to the purchase made by the 17th respondent atleast to the share that the appellant was entitled to.

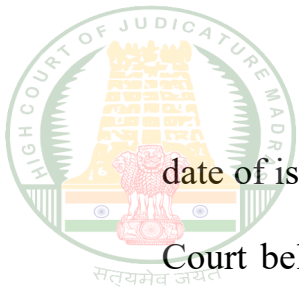
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25. On the other hand, it had only sought for the relief with regard to a share was specific performance even from the 17th respondent who was not a party to Ex.A3. He would further submit that the alternate relief of refund of admitted advance amount made by the appellant, had been made and inspite of the 17th respondent tendering the said amount together with interest, the same had been returned to by the appellant. Hence, he prays this Court to dismiss the Appeal Suit.

26. I have considered the submissions made by the learned Senior counsel appearing on either side and perused the materials placed on record.

27. The issue arises for consideration before this Court is as to whether the appellant would be entitled for the relief of specific performance as prayed for?

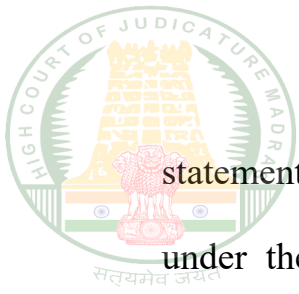
28. The Court below had non suited the appellant for specific performance on the ground that he had failed to substantiate his readiness and willingness to perform his part of his obligations under Ex.A3. In coming to such conclusions, the Court below had held the silence of the appellant from the



date of issue of Ex.A4 against him to seek specific performance. That apart, the Court below had also discredited the Exs. A21 to Exs.A30, as the documents not establishing the independent financial status of the appellant, as the same stood in the name of the third parties in which the appellant was a partner.

29. It has also noted that the appellant had neither produced the bank statements or his income tax returns to substantiate his readiness to purchase the property. That apart, the Court below had specifically relied upon the admission made by the appellant, who examined himself as PW-1 with regard to issuance of a paper publication inviting buyers for the suit property. In his cross examination, the appellant has admitted that he along with 16th respondent had given a paper publication with regard to the sale of the Suit Schedule Property, but however, he denied the suggestions that he was not ready to perform his part of the contract. This has definitely weighed in the mind of the Court to hold that the appellant had not been ready and willing to perform his part of the contract.

30. It is also admitted to by the appellant that Exs.A21 to Exs.A30, do not relate to his individual capacity and relates to institutions where he is a partner. There is also no evidence to substantiate what would be the benefit to the appellant arising out of the said transactions. The appellant had not substantiated by any material statement of accounts muchless his bank



statement to substantiate that he had sufficient means to honour his obligations under the contract. Even to part perform the contract as envisaged under Section 12, as rightly pointed out by the learned Senior counsel appearing for the respondents, the appellant should have substantiated his readiness i.e., his financial capability to purchase the property atleast to his share.

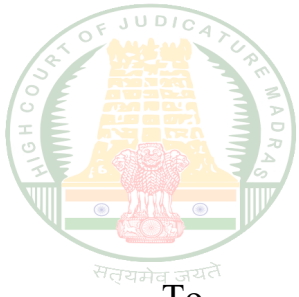
31. In this case, this Court is of the view that the appellant had miserably failed to substantiate his readiness and willingness to perform his part of contract atleast in respect of his share.

32. For the aforesaid reasons, this Court does not find any infirmity or illegality warranting interference with the judgment and decree impugned in this Appeal Suit. Accordingly, the Appeal Suit fails and it is dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous Petition is closed.

05.06.2026

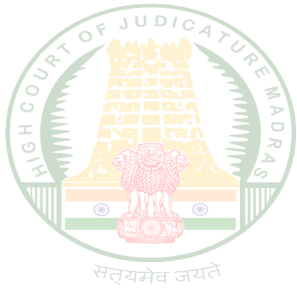
Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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1. The Additional District and Sessions Judge, Coimbatore
2. The Section Officer,
VR Section,
Madras High Court,
Chennai.



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AS No.624 of 2



K.KUMARESH BABU, J.

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A Pre-delivery judgment made in
AS No. 624 of 2016

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