



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-04-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

**SA No. 276 of 2026 and
CMP.No.9264 of 2026**

K.Ramasamy
S/o Kumarasamy Gounder,
No.1/1, Devarayampalayam,
Ichipatti Village, Palladam Taluk,
Tiruppur District

..Appellant(s)

Vs

1. Sasikumar
S/o Shanmugam,
No.77B, Pilliarkovil Street,
V.Ayyampalayam,
Samalapuram Village,
Palladam Taluk,
Tiruppur District.

P.Angappan (Died)

2. A.Ramasamy
S/o Arunachala Gounder,
Pulinjakannan Mills,
Somanur Town,
Palladam Taluk,
Tiruppur District

3. Subbaiyan
S/o Arunachala Gounder,
Puthuveedu, Pilliarkovil Street,
V.Ayyampalayam,
Samalapuram Village,
Palladam Taluk,
Tiruppur District.

Shanmugam (Died)



Karuppathal (Died)

4. A.Ponnusamy
S/o Arunachala Gounder,
Vaikkal Thottam,
Rasipalayam Post,
Sulur Taluk,
Coimbatore District.
5. Rathinam
W/o A.Subbaiyan
No.77B, Pilliarkovil Street,
V.Ayyampalayam,
Samalapuram Village,
Palladam Taluk,
Tiruppur District.
6. Rajkumar
S/o Shanmugam,
No.77B, Pilliarkovil Street,
V.Ayyampalayam,
Samalapuram Village,
Palladam Taluk,
Tiruppur District.
7. A.Sundarammal
W/o Angappan,
Ponnia Gounder Thottam,
Komakkadupudur
Ichipatti Village, Palladam Taluk,
Tiruppur District.
8. A.Arunkumar
S/o Angappan,
Ponnia Gounder Thottam,
Komakkadupudur
Ichipatti Village, Palladam Taluk,
Tiruppur District.
9. A.Navinkumar
S/o Angappan,
Ponnia Gounder Thottam,
Komakkadupudur



..Respondent(s)

For Appellant(s): Mr.M.Guruprasad for
Mr.G.C.Nelson Britto

JUDGMENT

2. Heard the learned counsel for the appellant and perused the materials available on record.



3. The plaintiff has filed a suit for specific performance of agreement dated 22.12.1999. The suit was decreed by the Trial Court. On First Appeal filed by the 9th defendant in the suit, the First Appellate Court has set aside the judgment and decree passed by the Trial Court and allowed the First Appeal and thereby dismissed the suit. Aggrieved over the same, the plaintiff has filed this Second Appeal.

4. According to the appellant / plaintiff the suit property was originally belonged to one Arunachala Gounder whose legal heirs have been arrayed as defendants 2 to 9. The first defendant was a power agent of Arunachala Gounder. A registered power deed was executed by Arunachala Gounder on 21.12.1999 in respect of 1.06 acres of land situated in various survey numbers mentioned in schedule 'A' of the plaint.

5. On 22.12.1999, the plaintiff entered into a sale agreement with the first defendant in his capacity as a power agent of Arunachala Gounder for purchase of 'A' schedule property. As per the terms of agreement, he agreed for the sale consideration for Rs.3,00,000/- and a sum of Rs.1,00,000/- was paid as an advance on the date of the agreement. Further, it was agreed that the remaining sale consideration would be paid within one year and the sale transaction should be completed.



6. Subsequently, on 05.01.2000, the first defendant executed a sale deed in respect of a portion of agreement mentioned property in favour of the plaintiff. He conveyed 15 cents and 26 Sq.ft of the agreement mentioned property on receipt of sale consideration of Rs.40,500/-. Subsequently, on 15.02.2000, the first defendant executed a sale deed in favour of one of the nominees of the plaintiff viz., Rajeswari, conveying 15 cents and 5 Sq.ft of the agreement mentioned property for a sale consideration of Rs.40,500/-. On the very same day, he executed an another sale deed in favour of Poongodi, who is the another nominee of the plaintiff conveying 20 cents of the agreement mentioned property for a sale consideration of Rs.54,000/-. Thus, subsequent to the agreement, the land with an extent of 50 cents and 31 Sq.ft have been conveyed to the plaintiff and his nominees by the first defendant after receipt of a total sale consideration of Rs.1,35,000/- apart from the advance amount of Rs.1,00,000/-. Therefore, the balance amount to be paid to the first defendant by the plaintiff was only Rs.65,000/-. In the meantime, Arunachala Gounder cancelled the power deed in favour of the first defendant on 31.03.2000. Later, he passed away.

7. Though the plaintiff was ready and willing to perform his part of contract by paying the balance sale consideration and get the sale deed executed in respect of the agreement mentioned property which has been morefully



described in 'B' schedule, the first defendant and the legal heirs of Arunachala Gounder failed to complete the sale transaction. In such circumstances, a pre suit notice was issued by the plaintiff on 06.09.2003 to the first defendant and the legal heirs of Arunachala Gounder. As the contesting defendants came up with the vexatious claims, the plaintiff has filed a suit seeking specific performance on 02.12.2003.

8. The defendants 2, 3, 5 and 6 have filed separate written statements and contended that the power deed executed by Arunachala Gounder in favour of the first defendant was a fabricated and invalid document. The defendants also denied the allegation that the plaintiff was ready and willing to perform his part of contract. It was also stated by the defendants that the power deed executed in favour of the first defendant was cancelled and hence, he was not competent to enter into any sale transaction with the plaintiff. It was also pleaded that there was a previous agreement between Arunachala Gounder and the sixth defendant and he obtained a decree of specific performance in O.S.No.569 of 2000 on the file of the Sub-Court, Tiruppur dated 20.10.2000. On these pleadings, the defendants sought dismissal of the suit.

9. Before the Trial Court, the plaintiff was examined as P.W.1 and yet another witness was examined as P.W.2. On behalf of the plaintiff, 10 documents were marked as Exs.A1 to A10. The defendants 2 and 3 were



examined as D.W.1 and D.W.2. Yet another witness was examined as D.W.3.

On behalf of the defendants, 4 documents were marked as Exs.B1 to B4.

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10. The Trial Court, on appreciation of oral and documentary evidence available on record, came to the conclusion that the plaintiff proved his readiness and willingness to perform his part of contract and granted a decree for specific performance in favour of the plaintiff. Aggrieved over the same, the 9th defendant who is one of the legal heir of Arunachala Gounder filed a First Appeal in A.S.No.38 of 2025 on the file of the Special Court for Trial of cases under SC/ST (PoA) Act, Tiruppur. The First Appellate Court reversed the finding of the Trial Court and held that the plaintiff failed to prove the readiness and willingness to perform his part of contract and consequently, allowed the First Appeal thereby dismissing the suit. Aggrieved over the same, the plaintiff has filed this Second Appeal.

11. The learned counsel for the plaintiff / appellant has vehemently contended that out of the total sale consideration of Rs.3,00,000/- the plaintiff has paid a sum of Rs.2,35,000/-and the remaining amount to be paid is only Rs.65,000/-. In such circumstances, the findings rendered by the First Appellate Court as if the plaintiff failed to prove the readiness and willingness to perform his part of contract, is not sustainable. The learned counsel further submitted that the plaintiff has got three years time for filing the suit for specific



performance. The pre suit notice has been issued by the plaintiff is well within the limitation period and the suit was also filed before the expiry of time. In such circumstances, according to the learned counsel, the findings of the First Appellate Court as if the plaintiff failed to prove his readiness and willingness is liable to be set aside.

12. As narrated above, the suit sale agreement was entered into between the plaintiff and the power agent of Arunachala Gounder / first respondent on 22.12.1999. The above said Arunachala Gounder executed a power deed in favour of the first defendant on 21.12.1999 / Ex.A1. Though it was contended by the defendants that the said power deed was a fabricated one, in the power cancellation deed executed by Arunachala Gounder which was marked as Ex.B1, there was no reference about the alleged fabrication of power deed. A perusal of Ex.B1 power cancellation deed indicates that Arunachala Gounder executed a power deed in favour of the first defendant and due to some misunderstanding, he had chosen to cancel the power deed on 31.03.2000. Therefore, it is clear that on the date of suit sale agreement i.e., on 22.12.1999, the first defendant was a power agent of Arunachala Gounder and hence, the sale agreement entered between the plaintiff and the first defendant was binding on Arunachala Gounder and his legal heirs.



13. As per the terms of agreement, the total sale consideration was fixed at Rs.3,00,000/-. The plaintiff paid an advance amount of Rs.1,00,000/- and agreed to pay the remaining amount within a period of one year. The said one year period expired on 20.12.2000. In the meantime, three different sale deeds were executed by the first defendant in favour of the plaintiff and his nominees and those documents were marked as Exs.A3 to A5.

14. As mentioned earlier, the plaintiff has paid a sum of Rs.40,500/- each as consideration for the sale deed executed by the first defendant in favour of the plaintiff under Ex.A3 and the sale deed in favour of Rajeswari in Ex.A4. He has paid the sale consideration of Rs.54,000/- under the sale deed executed by the first defendant in favour of Poongodi under Ex.A5. Therefore, the plaintiff has paid a total sum of Rs.2,35,000/- to the first defendant. The balance amount to be paid by the plaintiff is Rs.65,000/-. In the meantime, the power deed entered in favour of the first defendant was cancelled by Arunachala Gounder under Ex.B1 dated 31.03.2000. Though the plaintiff paid the substantial amount under the sale agreement, he has not taken any steps to pay the balance sale consideration of Rs.65,000/- to get the sale deed executed thereafter.

15. The first pre suit notice was issued by the plaintiff only on 06.09.2003, calling upon the first defendant and the legal heirs of Arunachala Gounder to receive the balance sale consideration and execute the sale deed in



favour of the plaintiff in respect of the remaining extent of the agreement mentioned property. The plaintiff has not given any valid explanation for the delay of nearly two and half years in issuing the pre suit notice. The time for filing the suit for specific performance expired on 20.12.2003. The pre suit notice was issued on 06.09.2003 and the suit was filed only on 02.12.2003 just prior to the expiry of the limitation period for filing the suit for specific performance. In such circumstances, the First Appellate Court has rightly taken into consideration the long time gap in issuing the pre suit notice and held that the plaintiff failed to prove the readiness and willingness to perform his part of contract.

16. It is also pertinent to mention that there is a default clause in the suit sale agreement that in the event of failure on the part of the plaintiff to get the sale deed executed by paying the balance sale consideration within the time limit, he shall forfeit the advance amount. In the light of said clause in the suit sale agreement for forfeiture of the advance amount and also the inaction on the part of the plaintiff for more than two and half years in issuing the pre suit notice, this Court comes to the conclusion that the plaintiff failed to establish his readiness and willingness to perform his part of contract. The First Appellate Court has rightly appreciated the oral and documentary evidence and arrived at a factual conclusion that the plaintiff has not proved his readiness and willingness to perform his part of contract. Hence, I find no perversity in the



conclusion arrived at by the First Appellate Court. Therefore, I find no merits in this Second Appeal.

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17. In the result, this Second Appeal is dismissed. No costs.
Consequently, connected miscellaneous petition is closed.

16-04-2026

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

GSK



To

1. The Special Court for Trial of Cases under SC/ST (POA) Act, Tiruppur.
2. The Subordinate Court, Palladam.
3. Sasikumar
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No.77B, Pilliarkovil Street,
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S.SOUNTHAR, J.

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