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S.A.No.719 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.01.2026

CORAM:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

S.A. No.719 of 2014

B.Natarajan (died)
S/o.Badhu Reddiyar
Door 44-A, Gandhi Nagar,
Krishnagiri Town
Krishnagiri Taluk & District.

2. Sugadevi
W/o.Late B.Natarajan

3. N.Vignesh,
S/o.Late B.Natarajan

... Appellants

Appellants 2 and 3 brought on record as legal heirs of the deceased sole appellant viz., B.Natarajan vide order of Court dated 21.02.2020 made in CMP.No.3464, 3468 and 3471 of 2020 in S.A.No.719 of 2014 (MKKSJ)

Versus

N. Perumal
S/o.Narayana Gounder
No.2/706, M.G.R.Nagar,
Krishnagiri Town,
Krishnagiri Taluk & District.

... Respondent

PRAYER in S.A.:

Second Appeal filed under Section 100 of the Civil Procedure Code against the judgment and decree of the learned Principal



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Subordinate Judge of Krishnagiri dated 21.12.2009 in A.S.No.27 of 2009 reversing the Judgment and Decree of the learned District Munsif of Krishnagiri dated 20.04.2009 in O.S.No.15 of 2007.

APPEARANCE OF PARTIES:

For Appellant : Mr.V.Nicholas

For Respondent : M/s.Selvi George

ORDER

Heard.

2. This Second Appeal is directed against the judgment and decree dated 21.12.2009 made in A.S. No. 27 of 2009 on the file of the learned Principal Subordinate Judge, Krishnagiri, whereby the first appellate court allowed the appeal, set aside the judgment and decree dated 20.04.2009 passed in O.S. No. 15 of 2007 on the file of the District Munsif Court, Krishnagiri, and dismissed the suit for specific performance.



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3. The appellants herein are the legal heirs of the plaintiff in the suit. For the sake of convenience, the parties are referred to as arrayed in the suit.

4. Brief facts of the case necessary to dispose of this appeal are as follows: The suit was laid for specific performance of an alleged sale agreement dated 09.12.1999 (Ex. A2), under which the total sale consideration was fixed at Rs.15,000/-. A sum of Rs.14,000/- was paid as advance on the date of agreement, and the balance of Rs.1,000/- was agreed to be paid within ten years from the date of agreement, whereupon the defendant was to execute the sale deed in favour of the plaintiff. The plaintiff pleaded readiness and willingness and relied upon the exchange of notice dated 20.01.2006 and reply notice dated 10.02.2006.

5. The defendant resisted the suit by disputing the genuineness of the agreement and contended that the alleged agreement was fabricated by misusing his signatures obtained on blank stamp papers in connection with a loan transaction.

6. The trial court decreed the suit, rejecting the defence of loan transaction and misuse of signed blank papers, holding that the defendant



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failed to produce acceptable evidence to substantiate such plea and that

Ex. A2 stood proved.

7. However, the first appellate court reversed the decree. The appellate court found that the alleged attesting witnesses did not satisfactorily prove execution of Ex. A2, particularly noting that PW2 admitted that he had not seen the defendant sign the document and therefore could not be treated as an attesting witness. The appellate court further found lack of corroboration among PW1, PW2, and PW3, treated Ex. A2 as suspicious, and held that the plaintiff failed to establish the mandatory requirement of continuous readiness and willingness under Section 16(c) of the Specific Relief Act.

8. The appellants in this second appeal contended that: When the defence is misuse of signatures on blank stamp papers, the burden lies on the defendant and the appellate court erred in drawing an adverse inference merely because ten years' time was fixed for completion of the sale transaction, which was expressly agreed between the parties.

9. The substantial question stated in the memorandum of appeal does not, in fact, constitute a substantial question of law. The challenge is



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essentially to the factual findings of the first appellate court relating to proof of execution and readiness and willingness.

10. In a suit for specific performance, mere proof of execution of the agreement does not automatically entitle the plaintiff to a decree. The relief is discretionary. The plaintiff must establish that he was always ready and willing to perform his part of the contract.

11. In the present case, out of the total consideration of Rs.15,000/-, a substantial amount of Rs.14,000/- was allegedly paid at the inception, leaving a meagre balance. Yet, the plaintiff agreed to a ten-year period for completion. Such an unusually long period, particularly after payment of almost the entire consideration, required cogent explanation, which is conspicuously absent.

12. Further, though the plaintiff claimed to have demanded execution for nearly two years prior to the suit, the first notice was issued only on 20.01.2006, more than six years after the agreement. Even thereafter, the suit came to be filed only on 19.01.2007, nearly one year after the notice, without any satisfactory explanation. This conduct was



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rightly held by the appellate court to be inconsistent with Section 16(c) of the Specific Relief Act.

13. The Madras High Court in **S. Gnanamatha Perumal v. S. Valliappan**, reported in 2010 (6) CTC 95, has held that unexplained delay in approaching the court disentitles the plaintiff to discretionary relief. Similarly, in **S. Thirugnanasambandam v. P. Kaliyaperumal**, reported in 2012 (1) CTC 46, specific performance was declined where a ten-year period was fixed and the plaintiff failed to demonstrate bona fide readiness and willingness.

14. It is true that mere fixation of a long period, even ten years, does not per se render a sale agreement invalid. However, that conduct of the plaintiff during the interregnum is decisive. Where the long period is coupled with inaction, silence, or conduct suggestive of lack of readiness and willingness, courts are justified in refusing the equitable relief of specific performance. Thus, the appellate court's approach is consistent with settled law and does not suffer from perversity.

15. The appellate court also noted that the plaintiff states that the defendant owed him Rs.1,65,000/- towards a loan advanced in 2003, yet



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no documentary proof or particulars were produced. This circumstance lends support to the defence version that there existed money transactions between the parties and that the alleged sale agreement might have been intended as security.

16. The grounds urged in this Second Appeal merely seek re-appreciation of evidence and substitution of factual findings, which is impermissible under Section 100 CPC. No substantial question of law arises for consideration.

17. In the result the Second Appeal is dismissed at the admission stage. There shall be no order as to costs. Consequently, the connected miscellaneous petition, if any, is closed.

02.01.2026

dpq

Index:Yes/No
Speaking Order /Non-speaking order
Neutral citation:Yes/No



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To

1. The learned Principal Subordinate Judge
Krishnagiri

2. The learned District Munsif
Krishnagiri

3. The Section Officer,
V.R.Records, Madras High Court.



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DR. A.D. MARIA CLETE, J

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