IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON 23.03.2026	PRONOUNCED ON 05.06.2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

AS No. 169 of 2017 &
CMP.No.7341 of 2017 & 14609 of 2023

R.Palanisubramanian ... Appellant

Vs

1.M/s.Trans Medica (India) Limited,
Earlier known as Trans Plastic (India) Limited,
Rep., herein by its Managing Director,
T.A.Rathod,
No.17, Tiger Varadhachari 1st Street,
Kalashetra Colony,
Besant Nagar, Chennai – 600 090.

2.Mr.R.Ramasubramanian

...Respondents

PRAYER:- First Appeal filed under Section 96 & Order 41 Rule 1 of the Code of Civil Procedure, to set aside the Judgement and decree passed in O.S.No.9565 of 2010, dated 02.06.2016, on the file of the Learned VII Additional District Judge, Chennai, to decree the suit as prayed for.

For Appellant(s): Mr.P.Neethi Kumar
for M/s.Waraon and Sai Rams

For Respondent(s): Mr.C.Umashankar for RR1 & 2

JUDGMENT

The present Appeal Suit has been filed seeking to set aside the judgement and decree dated 02.06.2016 passed in O.S.No.9565 of 2010 by the Learned Additional District Judge-VII, Chennai.

2. The case of the plaintiff is that the suit schedule property belonged to the first defendant company and was under mortgage with a bank in respect of certain borrowings. According to the plaintiff, owing to various liabilities and loans payable to third parties, the Managing Director of the first defendant company, Mr. T.A. Rathod, decided to sell the suit schedule property and approached the plaintiff with an offer to sell the same for a total sale consideration of Rs.12,00,000/-, which was accepted by the plaintiff. It is the further case of the plaintiff that at the insistence of Mr. T.A. Rathod, he agreed to pay a sum of Rs.10,00,000/- in cash, out of the total sale consideration, as advance towards the discharge of the mortgage liability and for securing the release of the original title deeds of the suit property from the bank.

3. The plaintiff has averred that on 20.09.2005, Mr. T.A. Rathod, the Managing Director of the first defendant company informed him that he had to leave urgently out of Chennai on official work and had therefore would leave two duly executed copies of the Agreement for Sale with an employee one Mr. Srinivasan. The plaintiff was instructed to meet Mr. Srinivasan at the office of

the first defendant company and pay the advance amount of Rs.10,00,000/- and further collect one copy of the Agreement for Sale along with the keys of the suit property. Accordingly, on 29.09.2005, the plaintiff visited the office of the first defendant company, where Mr. Srinivasan, acting on the telephonic instructions of Mr. Rathod, received the advance amount of Rs.10,00,000/- and handed over one copy of the Agreement for Sale dated 29.09.2005 and the keys of the suit property. According to the plaintiff, he was thereby put in possession of the suit schedule property.

4. It is further averred that the first defendant assured the plaintiff that the original parent title deeds of the suit schedule property would be retrieved from the bank and handed over to him. The plaintiff has also stated that the first defendant agreed to permit him to take possession of and use the suit schedule property for his personal use. The plaintiff has further averred that he had leased out the suit schedule property to one Dr. V. Ramakrishnan, who was put in possession thereof upon payment of an advance of Rs.50,000/- and an agreed monthly rent of Rs.5,000/-. According to the plaintiff, on 07.07.2008, the first defendant attempted to dispossess the tenant through certain anti-social elements, whereupon he came to know that the first defendant had sold the suit schedule property to the second defendant under a registered Sale Deed dated 11.04.2008. The plaintiff further alleges that on 06.02.2009, the second defendant with the assistance of rowdy and police elements, attempted to evict

his tenant and that on the following day, the tenant was forcibly dispossessed from the suit Property, while the plaintiff's brother-in-law, Mr. P. Gnanasekaran, was falsely implicated and arrested. It is the plaintiff's case that on 09.02.2009, the second defendant, aided by rowdy and police elements, trespassed into the suit property and illegally took possession of the same.

5. The plaintiff has also stated that an interim order of injunction restraining interference with his and his tenant's possession had been granted by the Hon'ble High Court on 06.02.2009 and was in force at the time of the dispossession. The said injunction was subsequently suspended by the Hon'ble Division Bench by order dated 19.02.2009 in M.P. No.1 of 2009 in O.S.A. No.42 of 2009. It is averred that the plaintiff had remained in possession of the suit property through his tenant until 09.02.2009 and was always ready and willing to perform his part of the contract under the Agreement for Sale dated 29.09.2005. Therefore the Plaintiff had instituted the present suit seeking specific performance.

6. The first and second defendants filed their written statements. Wherein Mr. T.A. Rathod, the Managing Director of the first defendant company had categorically denied the plaintiff's allegations that he had represented himself as the absolute owner of the suit property and had informed the plaintiff that the original title deeds had been deposited with a bank as security for various

financial facilities. The defendants contended that such allegations were ex facie false. The first defendant further denied the plaintiff's claim that it had decided to sell the suit property for the purpose of discharging its liabilities with the bank, or that the parties had agreed to enter into a Sale Agreement for a sale consideration of Rs.12,00,000/-. The allegation that the plaintiff was required to pay an advance amount of Rs.10,00,000/- to facilitate the release of the suit property from the mortgage was also specifically denied. The first defendant asserted that there were no negotiations or discussions whatsoever with the plaintiff regarding the sale of the suit schedule property and had never demanded 85% of the alleged sale consideration as advance under any agreement. The first defendant also specifically denied the plaintiff's allegations that on 29.09.2005, the plaintiff, accompanied by his friends and brother-in-law, visited the office of the first defendant, met one Mr. Srinivasan, received two copies of the Sale Agreement, paid an advance amount of Rs.10,00,000/- and that the said transaction was confirmed to the first defendant vide the telephonic conversation. The defendant further denies that he had given any such instruction to one such Mr. Srinivasan regarding the execution of any document.

8. The first defendant further denied that Mr. Srinivasan had handed over one copy of the Sale Agreement and the keys of the suit property to the plaintiff or that the plaintiff had been put in possession of the suit property. The allegations that the first defendant had permitted the plaintiff to take possession

of the movables lying in the suit property for his personal use, were also specifically denied. It was the specific case of the first defendant that possession of the suit property was never parted by him in favour of any person until its sale to the second defendant. The first defendant further contended that no Agreement for Sale had ever been executed in favour of the plaintiff and therefore, there was no occasion to rely upon any of the clauses contained in the alleged Agreement for Sale dated 29.09.2005, which, according to the defendants, was a false and fabricated document. Consequently, the plea of readiness and willingness raised by the plaintiff was also denied on the ground that there existed no valid or legally enforceable agreement between the parties.

9. The defendants further denied the allegations that they had visited the suit property with the assistance of rowdy or police elements on 06.02.2009 or on any other date. It was also contended that the plaintiff had suppressed material facts, regarding the suit instituted by one Dr. V. Ramakrishnan the alleged tenant of the plaintiff seeking a bare injunction in respect of the suit property. In the said suit, the plaintiff had also filed an interlocutory application seeking interim injunction on the strength of the alleged Agreement for Sale dated 29.09.2005 and his alleged possession of the suit property. According to the defendants, the said claim was disbelieved by the Civil Court and the application for interim injunction was consequently dismissed holding the alleged tenant of the plaintiff, was never in possession of the suit property and

aforesaid order attained finality, as it was neither challenged nor set aside. The defendants further averred that the Hon'ble Division Bench had also held that Dr. V. Ramakrishnan was not in possession of the suit property and had suspended the interim injunction which was granted on 06.02.2009 stood suspended vide the Division bench order dated 19.02.2009. On the aforesaid grounds, the defendants contended that the allegations contained in the plaint were wholly false and devoid of merit and, therefore, prayed for dismissal of the suit

10. Based on the above pleadings from both the sides the learned Trail Court had framed the following issues for determination;

i. *Whether the Plaintiff is entitle to get declaration that the Sale Deed dated 11.04.2008 executed by the first defendant in favour of the second defendant is null and void?*

ii. *Whether the plaintiff is ready and willing to perform his part of the contract for the Sale dated 29.09.2005 or not?*

iii. *Whether the Pliantiff is entitled to get specific performance of the Sale Agreement dated 29.09.2005 and delivery of possession from the defendant?*

iv. *Whether the Plaintiff is entitled for permanent injunction restraining the defendant as sought for in the plaint?*

v. *Whether the Sale Agreement dated 29.09.2005 is genuine one or not?*

11. On the Palintiff's side the Plaintiff had examined himself as PW1, along with one Mr.Gunasekaran, the brother-in-law of the Plaintiff as PW2, Mr.D.Durai Murugan, the retired VAO who is the friend of Mr.Gunasekaran as PW3, Mr.Vinayakam, the retired Tahsildar as PW4 and Dr.V.Ramakrishnan who is the Palintiff's tenant as PW5 and Ex.A1 to Ex.A44 were marked as evidences. On the Defendant's side the 2nd defendant Mr.R.Ramasubramaniam was examined as DW1 and Ex.B1 was marked as the evidence.

12. The learned Trial Court, after considering the submissions made on either side and upon perusing the oral and documentary evidence available on record, determined the aforesaid issues *vide* its judgment dated. 02.06.2016. While dealing with Issues framed, the learned Trial Court took note of the most crucial document relied upon by the plaintiff, namely the Agreement for Sale dated 29.09.2005, marked as Ex.A5. The principal contention of the defendants was that Ex.A5 was a fabricated document and therefore, the burden lay upon the plaintiff under Section 101 of the Indian Evidence Act, 1872, to establish its genuineness and execution. The defendants further contended that even if the execution of Ex.A5 were proved, the document was inadmissible in evidence under Section 35 of the Indian Stamp Act, 1899, for want of proper stamp duty.

13. The learned Trial Court also took note of I.A. No.10258 of 2015 filed by the defendants, pursuant to which the disputed signatures found in Ex.A5 were directed to be compared by the Forensic Department with the admitted signatures of the Mr.T.A.Rathod, managing director of the first defendant found in the Sale Deed dated 11.04.2008 executed in favour of the second defendant, marked as Ex.A8. However, the Forensic Department, by its communication, informed the Court that it was not possible to offer any reliable opinion regarding the comparison of the signatures as sought for by the Court. Upon consideration of the evidence on record, the learned Trial Court held that the plaintiff had failed to establish the genuineness and authenticity of Ex.A5. In view of such finding, the learned Trial Court observed that it was unnecessary to undertake a detailed examination of the objections raised under Section 35 of the Indian Stamp Act, 1899. Consequently, the learned Trial Court concluded that the Agreement for Sale marked as Ex.A5 was not genuine and answered the Issue.No.5 accordingly.

14.The learned Trial Court further placed reliance upon the judgment of the Hon'ble Supreme Court reported in ***(2015) 8 SCC 695***, wherein it was held that, in a suit for specific performance, the plaintiff must specifically plead and establish his continuous readiness and willingness to perform his part of the contract as mandated under Section 16(c) of the Specific Relief Act, 1963. The learned Trial Court also took note of the admission made by PW1 during his cross-examination that he had not communicated his readiness and willingness to perform the contract to the first defendant. Consequently, the learned Trial Court concluded that the plaintiff had failed to establish his readiness and willingness to perform his part of the contract of the Sale Agreement and accordingly answered Issue No.2 against the plaintiff.

15. The principal contention of the plaintiff was that he had obtained possession of the suit schedule property from one Mr. Srinivasan, an employee of the first defendant, after paying an advance amount of Rs.10,00,000/-. The learned Trial Court observed that the said Mr. Srinivasan had not been examined as a witness to substantiate the plaintiff's claim, particularly when the plaintiff himself had admitted that he had not received possession directly from the first defendant.

16. The learned Trial Court further noted that the plaintiff had executed a Lease Deed dated 02.07.2007, marked as Ex.A6, in favour of Dr. V. Ramakrishnan, who was examined as PW5. On the other hand, the first defendant had executed a registered Sale Deed dated 11.04.2008, marked as Ex.A8, in favour of the second defendant and had subsequently executed a registered Rectification Deed dated 19.08.2008, marked as Ex.A38, in respect thereof. The learned Trial Court observed that Exs.A8 and A38 were registered documents and held that, in view of Sections 91 and 92 of the Indian Evidence

Act, 1872, when the terms of a transaction relating to immovable property have been reduced to writing, no oral evidence can be adduced to contradict, or vary from the contents of such documents. Applying the settled principle of law that no person can convey a better title than he himself possesses, the learned Trial Court concluded that the plaintiff could not have lawfully obtained possession of the suit schedule property through Mr. Srinivasan, an employee of the first defendant, nor could he have validly executed the Lease Deed (Ex.A6) in favour of PW5 without first obtaining a duly executed Sale Deed in his favour. Accordingly, the learned Trial Court rejected the plaintiff's claim regarding possession and answered the relevant issue against him.

17. The learned Trial Court further noted that Dr. V. Ramakrishnan (PW5), the alleged tenant of the plaintiff, had earlier instituted a suit against the defendants seeking a decree of bare injunction in respect of the suit schedule property and had also filed an interlocutory application seeking interim injunction. The learned Trial Court observed that although an interim order had initially been granted, the same was subsequently set aside and ultimately the suit was dismissed on merits. Reliance was placed upon the judgment and order dated 28.09.2009 passed by the Hon'ble Division Bench in M.P. No.1 of 2009 in O.S.A. Nos.42 and 43 of 2009, marked as Ex.B1. The learned Trial Court further found that the plaintiff had failed to disclose the factum of the earlier litigation initiated by PW5 in with regard to the suit schedule property. Holding

that such non-disclosure of significant information amounted to suppression of material facts, the learned Trial Court concluded that the plaintiff had not approached the Court with clean hands while instituting the present suit.

18. The learned Trial Court further held that it was an admitted fact that the Agreement for Sale (Ex.A5) was an unregistered document. In such circumstances, the question of invoking the Section 53A of the Transfer of Property Act, 1882, did not arise. The learned Trial Court further held that Section 17(1-A) of the Registration Act, 1908, mandates compulsory registration of documents containing contracts pursuant to the transfer immovable property for consideration, where such documents are executed on or after the commencement of the Registration and Other Related Laws (Amendment) Act, 2001. The provision further stipulates that if such documents are not registered, they shall have no effect for the purposes of Section 53A of the Transfer of Property Act. In the present case, the alleged Agreement for Sale (Ex.A5) was stated to have been executed on 29.09.2005, i.e., subsequent to the commencement of the aforesaid amendment. Therefore, the learned Trial Court held that the plaintiff's claim founded upon the Agreement for Sale (Ex.A5) was not maintainable for want of compulsory registration and consequently, any relief sought on the basis of the said agreement was liable to be rejected in limine

19. In view of the aforesaid findings, the learned Trial Court held that the plaintiff was not entitled to the relief of specific performance of the Agreement for Sale dated 29.09.2005 (Ex.A5). Consequently, the learned Trial Court further held that the plaintiff was not entitled to the consequential relief of declaration declaring the Sale Deed dated 11.04.2008 (Ex.A8), executed by the first defendant in favour of the second defendant, as null and void. Accordingly, Issue Nos.1 and 3 were answered against the plaintiff. The learned Trial Court further held that, since the plaintiff was not entitled to the relief of specific performance, he could not seek recovery of possession of the suit schedule property on the basis of Ex.A5. Likewise, the plaintiff was held not entitled to the relief of permanent injunction as prayed for in the plaint. Accordingly, Issue No.4 was also answered against the plaintiff.

20.Consequently, by judgment and decree dated 02.06.2016, the learned Trial Court held that the plaintiff had failed to prove his case on the basis of preponderance of probabilities and was therefore not entitled to any of the reliefs sought for in the plaint. The suit was accordingly dismissed. Aggrieved by the aforesaid judgment and decree, the plaintiff has preferred the present appeal suit and has arrayed the corresponding defendants as respondents herein.

21.Heard Mr.R.Neethi Kumar, learned counsel appearing on behalf of the Appellant and Mr.C.Umashankar, learned counsel Appearing on behalf of the respondents 1 and 2.

22. Mr.R.Neethi Kumar The learned counsel appearing on behalf of the appellant would submit that the judgment and decree dated 02.06.2016 passed by the learned Trial Judge is contrary to the settled principles of law, the weight of evidence available on record and the probabilities of the case. He submits that the learned Trial Court had failed to appreciate that a valid and binding Agreement for Sale dated 29.09.2005 (Ex.A5) had been entered into between the appellant and the first respondent company for the purchase of the suit schedule property and that a sum of Rs.10,00,000/- had been paid by the appellant as advance sale consideration. It is contended that no evidence had been adduced by the first respondent to effectively dispute or deny the execution of Ex.A5. The learned counsel would further submit that the advance amount of Rs.10,00,000/- was paid in cash only at the insistence of the first respondent, whose bank accounts were allegedly not being operated at the relevant point of time and that this fact had not been specifically disputed by the respondents. It is further contended that the learned Trial Judge failed to take note of the fact that Mr. T.A. Rathod, the Managing Director of the first respondent company and the alleged executant of Ex.A5, had neither appeared before the court nor adduced any evidence to substantiate his plea that the Agreement for Sale was fabricated. The learned counsel would also contend that the Trial Court erred in placing the burden of proving the signature of Mr. T.A.

Rathod upon the appellant by relying upon the decision reported in ***2008 (2) CTC 580***, when the facts of the said case were clearly distinguishable. It is submitted that the said judgment is applicable only where the executant had specifically denied his signature, whereas in the present case Mr. T.A. Rathod never appeared before the Court to dispute the execution of Ex.A5 nor deny his signature in the said document. It is further submitted that the Trial Court failed to properly appreciate the report of the Forensic Science Department, which merely stated that no reliable opinion could be offered regarding the disputed and admitted signatures.

23. It is further contended that Ex.A5 stood proved through the testimony of the attesting witnesses who were examined before the Trial Court and that the absence of any denial from the alleged executant itself supported the genuineness of the agreement. Therefore, he contends that the finding of the Trial Court that Ex.A5 was not genuine is wholly unsustainable. The learned counsel would further submit that out of the total sale consideration of Rs.12,00,000/-, the appellant had already paid Rs.10,00,000/- and only the balance amount remained to be paid at the time of execution of the Sale Deed. It is contended that the promisor is not bound to perform the contract unless promisee is reciprocal and is ready and willing to perform his part. Therefore it is contended that in absence of any evidence showing that the respondents had called upon the appellant to pay the balance consideration and complete the

sale, the learned Trial Court had erred in arriving at the conclusion that there was a lack of readiness and willingness on the appellant's part to fulfil the contract in Ex.A5. The learned counsel would vehemently contend that the suit schedule property belonged to the first respondent company and therefore, any sale thereof required authorization by a resolution of the Board of Directors. But there was no evidence was produced by the respondents side to establish that the sale in favour of the second respondent had been duly authorized by the Board. It is further submitted that the first respondent had sold the property to the second respondent on 11.04.2008 behind the back of the appellant, despite the appellant having always been ready and willing to perform his obligations under Ex.A5.

24. It is further submitted that the Sale Deed dated 11.04.2008 (Ex.A8) executed by the first respondent in favour of the second respondent, neither carries the seals of the 1st defendant company though it was executed by the managing director of the same nor carries any recital regarding the authorization or resolution to dispose the suit property. He further placed reliance upon the Hon'ble Apex Court Judgement issued in the case of ***Pratap Lakshman Muchandi and Ors Vs. Shamlal Uddavadas Wadhwa and Ors***, based upon which the Agreement Sale is true if it had been proven that there was the nescessity for the party to enter into such agreement. It is contented that in the instant case the financial liability of the first defendant can be proved vide the

Register of Companies (ROC) records which is a public document and doesn't need to be marked or to be proved explicitly. The learned counsel would further contend that the Trial Court erred in holding that Mr. Srinivasan, an employee of the first respondent, could not have delivered possession of the suit property to the appellant and that the appellant could not have validly executed the Lease Deed dated 02.07.2007 in favour of his tenant. The learned counsel submits that sufficient oral and documentary evidence had been adduced to substantiate both possession and the subsequent lease in favour of Dr. V. Ramakrishnan.

25. The learned counsel would further submit that the Trial Court erred in drawing an adverse inference from the non-disclosure of suit filed by PW5. It is submitted that the aforesaid litigation had no direct bearing on the relief of specific performance sought by the appellant and in any event, the relevant facts were subsequently brought on record by way of amendment. Therefore, the finding that the appellant had not approached the Court with clean hands is stated to be wholly unsustainable. Lastly, the learned counsel would contend that the Trial Court erred in holding that the non-registration of Ex.A5 rendered it inadmissible for all purposes, for not fulfilling the requirement under Section 17 (1-A) of the Registration Act by the virtue of 53A of Transfer of Property Act. It is contented that appellant had not filed the suit under section 53A of the Transfer of Property Act, the Suit was filed only for the Specific Performance and declaration and the facts of the present case does not attract the Section

17(1-A) of the Registration Act at all. It is therefore contended that the findings recorded by the learned Trial Court with respect to the non-registration of Ex.A5 are legally unsustainable. Accordingly, the learned counsel submits that the impugned judgment suffers from serious errors of fact and law, is liable to be set aside and prays the appeal suit to be allowed.

26. *Per contra*, the learned counsel appearing on behalf of the respondents would support the judgment and decree dated 02.06.2016 passed by the learned Trial Court is well-reasoned, based on a proper appreciation of the oral and documentary evidence available on record. According to the learned counsel, the entire case of the appellant is founded upon the alleged Agreement for Sale dated 29.09.2005 (Ex.A5), which has been rightly held by the Trial Court to be a fabricated and non-genuine document. The learned counsel would contend that the burden of proving the execution and genuineness of Ex.A5 squarely lay upon the appellant under Section 101 of the Indian Evidence Act, 1872 and that the appellant failed to discharge such burden. It is submitted that the appellant did not examine Mr. Srinivasan, the person who allegedly received Rs.10,00,000/- towards part of the sale consideration as an advance and delivered possession of the suit schedule property on behalf of the first respondent. It is submitted that, the non-examination of such a crucial witness is fatal to the appellant's case and gives rise to an adverse inference against him. He would further submit that no documentary evidence whatsoever has been

produced by the appellant to establish payment of the alleged advance amount of Rs.10,00,000/-. It is contended that the appellant's claim that such a substantial amount was paid in cash remains wholly unsubstantiated.

27. The learned counsel would also contend that the appellant's claim of possession is wholly unsustainable. The appellant himself admitted that possession was not delivered by the first respondent directly but allegedly through one Mr. Srinivasan. It is submitted that there is no evidence to establish that Mr. Srinivasan had acted upon the instructions of the first defendant as alleged by the appellant. The learned counsel would further submit that the Sale Deed dated 11.04.2008 (Ex.A8) and the Rectification Deed dated 19.08.2008 (Ex.A38) executed in favour of the second respondent are registered documents carrying a presumption of validity. The respondents contend that the appellant cannot seek to contradict the contents and legal effect of such registered instruments just through oral claims. The learned counsel would also rely upon the findings rendered in the earlier proceedings initiated by Dr. V. Ramakrishnan (PW5), wherein the claim of possession was disbelieved by the respective competent Courts. It is submitted that the appellant deliberately suppressed the factum of such earlier litigation while instituting the original suit and that the Trial Court had rightly held that the appellant had failed to approach the Court with clean hands.

28. The learned counsel for the respondents would further contend that the learned Trial Court was justified in rejecting the relief of specific performance based on the Agreement for Sale dated 29.09.2005 (Ex.A5), as the said document was admittedly unregistered and therefore could not be relied upon in the manner sought by the appellant. It is further contended that, even assuming Ex.A5 to be genuine, the appellant had failed to prove his continuous readiness and willingness to perform his part of the contract. In this regard, reliance is placed on the admission made by PW1 during cross-examination that he had never communicated his readiness and willingness to the first defendant. Therefore, the learned Trial Court was right in holding that the appellant had failed to satisfy the requirements of Section 16(c) of the Specific Relief Act, 1963, and was consequently not entitled to the relief of specific performance. The learned counsel concluded that the findings made by the learned Trial Court were based upon proper appreciation of evidence and settled principles of law, which does not warrant any interference from this court. Hence the learned counsel seeks the present appeal suit to be dismissed.

29. I have heard the submissions made on both sides and have perused the materials available on record.

30. Based on the rival submissions made by the learned counsels appearing on either side, this Court finds that the following issues arise for

consideration in the present appeal;

1. ***Whether the appellant was ready and willing to perform his part of the contract for the Sale dated 29.09.2005 or not?***

2. ***Whether the Plaintiff is entitled to get the specific performance of the Sale Agreement dated 29.09.2005 and delivery of possession from the first defendant ?***

31. While considering Issue No.1, it is pertinent to note that the plaintiff, during his cross-examination, admitted that he had neither informed nor communicated his readiness and willingness to perform his part of the contract under the Agreement for Sale dated 29.09.2005 (Ex.A5) to Mr. T.A. Rathod, the Managing Director of the first defendant company personally. The said admission has a direct bearing on the requirement of readiness and willingness under Section 16(c) of the Specific Relief Act, 1963, the relevant portion of the cross-examination is extracted hereunder for better appreciation:-

> "....10 லட்ச ரூபாய் கொடுத்ததற்கு அத்தாட்சி தாக்கல் ஏதாவது செய்துள்ளீர்களா என்றால் இல்லை. 29.9.2005 பிறகு 10 லட்சி ரூபாய் நீங்கள் கொடுத்ததாக சொன்ன தாவா தாக்கல் செய்த பிறகு ரத்தோருக்கு நீங்கள் கடிதம் மூலமாகவோ தொலைபேசி மூலமாகவோ ரெடியாக இருப்பதாக கூறியுள்ளிர்களா என்றால் என்னுடைய மைத்துனர் மூலமாக தெரிவித்துள்ளேன். வழக்குகாக நீங்கள் personal தொடர்பு கொண்டீர்களா என்றால் இல்லை...."

It is the considered view of this court that the aforesaid admission made by the plaintiff in his cross, is sufficient to conclude that the plaintiff had not exhibited the requisite readiness and willingness to perform his part of the contract under the Agreement for Sale dated 29.09.2005 (Ex.A5). Having failed to satisfy the mandatory requirement under Section 16(c) of the Specific Relief Act, 1963, the plaintiff is not entitled to the relief of specific performance. Accordingly, Issue No.1 is answered against the plaintiff/appellant.

32. It is pertinent to note that the Agreement for Sale dated 29.09.2005 (Ex.A5), upon which the entire suit is founded, is also admittedly an unregistered document. Section 17 of the Registration Act, 1908 mandates the registration of documents relating to the transfer of immovable. The said Sale agreement Ex.A5, which forms the very foundation of the plaintiff's claim, pertains to the transfer of the suit schedule property for consideration and is also relied upon to establish delivery of possession. In view of Section 17(1-A) of the Registration Act 1908, such a document is required to be compulsorily registered and since Ex.A5 has not been registered, the plaintiff's claim based upon the said Sale Agreement cannot be considered. Therefore the plaintiff is not entitled to the Specific Performance of the aforesaid Sale Agreement dated 29.09.2005 and accordingly the Issue No.2 is answered against the Appellant. Consequently the appellant is also not entitled to the delivery of Possession of

the Suit Property from the defendant. Accordingly the Issue No.2 is also decided against the appellant.

33. Therefore in view of the aforesaid discussion, this court is of the considered view that the judgment and decree dated 02.06.2016 passed in O.S.No.9565 of 2010 by the learned Trial Court is lawful and does not warrant any interference from this court. Accordingly the present Appeal Suit stands dismissed and the judgment and decree dated 02.06.2016 stands confirmed. Consequently the connected miscellaneous Petitions if any stand closed. No costs.

05.06.2026

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

Pbn

To

1. The Learned VII Additional District Judge, Chennai.

2.The Section Officer,
VR Section,
Madras High Court,
Chennai.

K.KUMARESH BABU, J.

PBN

A Pre-delivery judgment made in
AS No. 169 of 2017 &
CMP.No.2341 of 2017

05.06.2026