



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-04-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

SA No. 304 of 2026

AND

CMP NO. 10599 OF 2026

Thailammal
W/o. Late Kannan,
No.7A, Arunthathiyar Street,
Chinna Salem Taluk,
Chinna Salem,
Kallakurichi District.

..Appellant(s)

Vs

Kalaivendan
S/o.Kaliamoorthy,
No.13/2, Sivan Kovil Street,
Chinna Salem Taluk,
Chinna Salem,
Kallakurichi District.

..Respondent(s)

PRAYER : Appeal filed under Section 100 of CPC., to set aside the Judgment and Decree passed by the Learned Additional District Judge, Kallakurichi in A.S.No.57 of 2023 dated 29.01.2025 reversing the Judgment and Decree passed by the Learned Principal Subordinate Judge, Kallakurichi in O.S.No.471 of 2018 dated 07.08.2023.

For Appellant(s):

Mr.T.Saravanan



Judgment

The unsuccessful defendant is the appellant herein. The Second Appeal has been filed to set aside the Judgment and Decree passed by the Learned Additional District Judge, Kallakurichi in A.S.No.57 of 2023 dated 29.01.2025 reversing the Judgment and Decree passed by the Learned Principal Subordinate Judge, Kallakurichi in O.S.No.471 of 2018 dated 07.08.2023.

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

3. The plaintiff / respondent filed a suit for specific performance. The suit was dismissed by the Trial Court. The appeal filed by the plaintiff / respondent was allowed and the First Appellate Court granted the relief of specific performance. Aggrieved by the same, the unsuccessful defendant is before this Court.

4. According to the respondent/plaintiff, the appellant/ defendant herein is the owner of the agreement mentioned property and the respondent/plaintiff entered into an agreement with the defendant on 28.08.2017 for purchase of the suit property. The sale consideration was fixed at Rs.2,00,000/-. On the date of the agreement, an advance amount of Rs.1,50,000/- was paid by the plaintiff to



the defendant. The plaintiff agreed to pay the balance amount within a period of one year. Though the plaintiff has been ready and willing to perform his part of contract, the defendant failed to execute the sale deed as agreed and hence, the plaintiff issued a legal notice on 26.06.2018. The defendant, even after receipt of the legal notice, failed to give any reply or execute the sale deed in favour of the plaintiff. Hence, the above suit was filed seeking specific performance of the agreement dated 28.08.2017.

5. The appellant / defendant filed a written statement and denied the execution of the sale agreement in favour of the plaintiff. According to the defendant, she borrowed a sum of Rs.20,000/- from the plaintiff and agreed to pay usurious interest of ₹500 per day. It was also stated that the entire amount with exorbitant interest was paid to the plaintiff. Thereafter, the defendant again borrowed a sum of Rs.30,000/- and agreed to pay usurious interest of Rs.700/- per day. Though the entire amount has been paid together with exorbitant interest, the plaintiff failed to hand over the signed promissory note. It was further stated by the defendant that the plaintiff and his brother coerced the defendant and obtained her signature in the suit sale agreement dated 28.08.2017. She signed the said agreement on the belief that it was a mortgage deed.



6. It was further stated by the defendant that she gave a police complaint against the plaintiff on 03.10.2018 and FIR was filed against the plaintiff in Cr.No.707 of 2018. Therefore, according to the defendant, the suit sale agreement was obtained by the plaintiff from the defendant under coercion and hence, she sought for dismissal of the suit.

7. Before the Trial Court, on behalf of the plaintiff, the plaintiff was examined as P.W.1 and the scribe of the agreement was examined as P.W.2 and 3 documents were marked as Exs.A1 to A3. On behalf of the defendant, the defendant was examined as D.W.1 and yet another witness was examined as D.W.2. The Inspector of Police who investigated the complaint preferred by the defendant was examined as D.W.3. Five documents were marked as Exs.B1 to B5.

8. The Trial Court, on appreciation of the oral and documentary evidence available on record, came to the conclusion that the suit sale agreement was executed and registered as a security for the loan transaction and dismissed the suit. Aggrieved by the same, the plaintiff preferred a First Appeal in A.S.No.57 of 2023 on the file of the Additional District Court, Kallakurichi. The First Appellate Court on re-appreciation of the evidence available on record, came to the conclusion that the suit sale agreement was a genuine document and decreed the suit for specific performance. Aggrieved by the said reversal findings, the defendant is before this Court.



9. The learned counsel for the appellant / defendant submitted that Exs.B1 to B5 were the documents relating to the criminal complaint preferred by the defendant against the plaintiff and the evidence of D.W.3, Inspector of Police, supports the case of the defendant and the coercion employed by the plaintiff. The First Appellate Court, without properly appreciating the material evidence available on record, had erroneously decreed the suit.

10. The suit sale agreement was entered into on 28.08.2017 and it was a registered document. The pre-suit notice was issued by the plaintiff on 26.06.2018, calling upon the defendant to execute the sale deed as per the terms of the suit sale agreement. However, the defendant did not give any reply to the pre-suit notice. Subsequently, the suit was filed on 21.08.2018, well within the time prescribed in the sale agreement. If the suit sale agreement was not executed by the defendant without an intention to sell the property and the same was executed under coercion by the plaintiff, immediately after receipt of the pre-suit notice, the defendant should have given a reply denying the execution of the agreement with free consent. In the case on hand, for the reasons best known to the defendant, she has not given any reply to the pre-suit notice.

11. The defendant, who was examined as D.W.1, in her evidence, has deposed that she was an illiterate and she had put her thumb impression in Ex.A1. However, she admitted that her husband had studied upto 7th STD and



her son Sindhu Bharathi had studied upto 12th STD and it was further stated that her son Sindhu Bharathi continuing her further studies relating to civil construction. The husband of the defendant and her son Sindhu Bharathi have attested the sale agreement Ex.A1. However, the defendant failed to examine them as witnesses to prove Ex.A1 was executed under coercion without free consent of the defendant. Further, a perusal of the evidence of D.W.1 would indicate that the defendant and her son was threatened by the plaintiff, 15 days prior to the execution of Ex.A1. If Ex.A1 was obtained by coercion, defendant could have taken steps immediately to avoid the same by approaching the law enforcing authorities or she should have issued notice denying her free consent to Ex.A1. Hence, the contention of the defendant that there was coercion in executing the suit sale agreement is not acceptable to this Court.

12. Further, after the registration of the sale agreement, the defendant waited for one year to raise a complaint against the plaintiff. It was clearly admitted by the defendant that only after receipt of summons in the present suit, she preferred a complaint before the police. Admittedly, there was no explanation on the part of the defendant as to why she waited for one year to give a police complaint. In the absence of any objection made by the defendant immediately after alleged coercion ceases to exist, this court is unable to accept the plea raised by the defendant that Ex.A1 was obtained by putting the defendant under duress.



13. Further, the scribe of Ex.A1 was examined as P.W.2 and he deposed in favour of the free execution of Ex.A1. The defendant's son and husband who signed Ex.A1 as attestors, have not been examined to prove that the said document was executed under coercion only for the purpose of the loan obtained by the defendant's son Sindhu Bharathi. If the plea of coercion is raised by a person, the burden is on that person to prove such plea. In the case on hand, the defendant miserably failed to prove the plea of coercion. Hence, the First Appellate Court taking into consideration the entire oral and documentary evidence available on record, came to the correct conclusion that the defendant failed to establish the plea of coercion raised by her. Hence, I do not find any perversity in the factual conclusion arrived at by the First Appellate Court regarding the plea of coercion raised by the defendant. In the light of the discussion made earlier, the arguments of the learned counsel for the appellant is not acceptable to this court. The appellant / defendant has not made out any substantial question of law for consideration.

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

27-04-2026

Index: Yes
Speaking order
Neutral Citation: Yes

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S.SOUNTHAR J.

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To

- 1.The Additional District Judge, Kallakurichi.
- 2.The Principal Subordinate Judge, Kallakurichi.

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