

A.S.Nos.80 & 81 of 2015 and
Cross.Obj.No.14 of 2024

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 11.03.2025

PRONOUNCED ON : 02.04.2025

CORAM

THE HONOURABLE MR.JUSTICE V.SIVAGNANAM

A.S.Nos.80 & 81 of 2015

and

Cross.Obj.No.14 of 2024

A.S.Nos.80 & 81 of 2015

Premraja

...

Appellant

vs.

1.Pachaiammal (died)

2.Djeyarattiname

...

Respondents

(R2 brought on record as LR's of
the deceased sole respondent
viz., Pachaiammal vide Court
order dated 11.04.2022 made in
CMP.Nos.19705 & 19719 of 2021
in A.S.Nos.80 & 81 of 2015)

Cross.Obj.No.14 of 2024

1.Pachaiammal (died)

2.Djeyarattiname

...

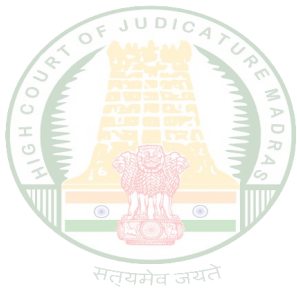
Cross objectors

vs.

Premraja

...

Respondent



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COMMON PRAYER : Appeal suit has been filed under Section 96 of the Code of Civil Procedure against the Judgement and Decree dated 07.08.2014 passed in O.S.No.87 of 2006 on the file of the Principal District Court, Puducherry.

For Appellant in
both Appeals and for
respondent in Cross
Objection

... Ms.Anisha Gupta

For Respondent in
both appeals and for
petition in Cross Objection

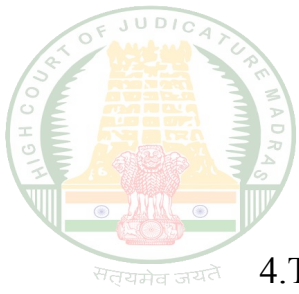
... Mr.T.M.Naveen

COMMON JUDGMENT

Aggrieved over the Judgement and Decree dated 07.08.2014 passed in O.S.No.87 of 2006 on the file of the Principal District Court, Puducherry, the defendant has preferred the appeal suit in A.S.Nos.80 & 81 of 2015 and the plaintiff has preferred the Cross Objection in Cross.Obj.No.14 of 2024.

2.For the sake of convenience, the parties are referred to as per their rankings in the trial Court.

3.Suit for specific performance and permanent injunction.



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4.The defendant in O.S.No.87 of 2006 on the file of the Principal District Court, Puducherry, is the appellant in A.S.No.80 of 2015 and A.S.No.81 of 2015 and in the cross objection, the plaintiff is the cross objector.

5.The plaintiff's case is as follows:

Originally A and B schedule suit properties belonged to one Gothandapani, the father of the defendant. Gothandapani entered into a sale agreement in respect of the A schedule suit property with the plaintiff on 30.11.1984 for a valid sale consideration of Rs.10,000/- and also received an advance amount of Rs.8,000/-towards the sale consideration from the plaintiff. On 02.03.1985 the said Gothandapani also received the balance sale consideration of Rs.2000/- from the plaintiff. Gothandapani delivered the possession of the A schedule suit property on 30.11.1984 itself and thus the plaintiff is in peaceful possession and enjoyment of the A schedule suit property. Gothandapani was not able to execute the sale deed in favour of the plaintiff due to legal difficulties under the Urban Land Ceiling Act. The defendant, after the death of his father and also on withdrawal of the Urban Land Ceiling Act, promised to execute and register the sale deed in favour of



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the plaintiff in terms of the sale agreement dated 30.11.1984. The plaintiff also raised a brick built thatched hut in the A schedule suit property and lived there with her grandson. The ration card, voter Identity card, electricity documents also stand in the name of the plaintiff. The said Gothandapani also offered to sell the B schedule suit property to the plaintiff for a valid sale consideration of Rs.50,000/- and to that effect, Gothandapani also entered into a sale agreement with the plaintiff on 09.04.1987 and the plaintiff paid a sum of Rs.10,000/- and Rs.15,000/- as advance on 09.04.1987 and 05.07.1988 respectively and to that effect, Gothandapani made endorsements. On 09.04.1987 Gothandapani also delivered possession of the B schedule suit property to the plaintiff and as such, the plaintiff is also in possession and enjoyment of the B schedule of suit property from 09.04.1987 onwards. Even though the plaintiff was ready and willing to pay the balance sale consideration of Rs.25,000/- and to perform her part of contract, Gothandapani was not ready and willing to execute the sale deed in respect of the B schedule suit property. After the death of Gothandapani, the defendant being the legal heir promised to execute and register the sale deed in favour of the plaintiff in respect of A and B schedule properties but he was evading to do so. Therefore, the plaintiff issued a legal notice to the defendant



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expressing her willingness and readiness to pay the balance sale consideration in respect of A and B schedule suit properties as per the agreements but the defendant having acknowledged the receipt of the notice failed to issue any reply to the plaintiff. Though the time for execution of the sale deeds was fixed as three months and two months respectively in respect of A and B schedule suit properties from the date of the agreements dated 30.11.1984 and 09.04.1987 respectively, time was not essence of the contract since the plaintiff is in possession of the A and B schedule suit properties from the date of the sale agreements, hence, the suit was filed and pleaded to allow the suit.

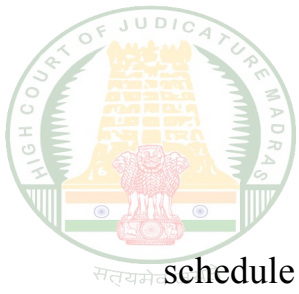
6.The defendant contested the suit and filed a written statement and denied the allegations contained in the plaint and contended that the suit is not maintainable either in law or on facts. This defendant denies that the suit A and B schedule properties belonged to his father and in fact the said properties are owned by his mother by a sale deed dated 10.03.1982 and as the universal legatee of the will dated 30.01.1989. As per the terms of the alleged agreement, the sale was to be concluded within three months from the date thereof and on the failure of the vendor to execute a sale deed in favour of the purchaser, when the latter was ready and willing to purchase the same,



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the purchaser would only be entitled to the payment of twice the advance amount and therefore the claim of the plaintiff is untenable. There was no legal impediment to execute a sale deed in respect of the A schedule property and got it registered as the other plots falling under the same R.C. No.6/4 were sold out and registered during the same period. The alleged legal impediment under the Urban Land (Ceiling and Regulation) Act for the sale of A schedule property is denied. If really any such legal impediment was there, then on the same ground the suit agreement would become legally unenforceable in as much as any agreement entered intending to defeat the provision of any law being in force would void ab initio. The fact that the plaintiff raised a brick built thatched hut in the A schedule property would not give her any right to seek specific performance of the alleged agreement dated 30.11.1984. The plaintiff has to prove that this defendant's father entered into an agreement in respect of the sale of the B schedule property for a sum of Rs.50,000/- and that his father received an advance amount of Rs.25,000/- on two occasions on 09.04.1987 and 05.07.1988 at Rs.10,000/- and Rs.15,000/- respectively and to that effect this defendant's father made endorsements, that the plaintiff was put in possession of the B schedule property and that the plaintiff had raised brick built foundation for raising building in the B



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schedule property. It is not true that the coconut trees, drumstick trees and banana trees are planted in the B schedule property. It is also not true that there is a cattle shed raised by the plaintiff in the B schedule property. The plaintiff by saying that she raised cattle shed and plants in the B schedule property would not give rise to any right to the plaintiff to enforce the alleged agreement dated 09.04.1987 and also cannot claim any kind of right, title or interest. The similar plots in R.S.No.6/4 in which the B schedule property situate were sold out and registered to the third parties during the contemporary period and even if the sale could not take place on the date of the alleged agreement on account of legal impediment under the Urban Land (Celing and Regulation) Act, the alleged agreement dated 09.04.1987 could not be enforced after the repeal of the said Act in as much as any agreement intending to defeat any law being in force would be ab initio. The alleged agreement in respect of the B schedule suit property is only for two months period and therefore the suit for enforcement of the two alleged agreements are clearly time-barred as per Article 54 of the Limitation Act, 1963. The claim of the plaintiff that the time for performance of her obligations under the alleged agreements dated 30.11.1984 and 09.04.1987 should never be construed as the essence of the contract is totally ill-founded and untenable.



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The plaintiff has no right to reserve by herself any right to file a separate suit on prescription of title, as she would claim in as much as the law does not enable her to do so. Even according to the pleadings of the plaintiff she is not entitled to decree for specific performance as it is not in accordance with law relating to specific performance. The plaintiff on facts and circumstances has no right to join both the causes of action in respect of the alleged agreements and thus the suit is liable to be dismissed for misjoinder of cause action. The plaintiff has not valued the suit properly and therefore the plaint is liable to be rejected. The plaintiff ought to have valued her relief for specific performance on the market value of the A and B schedule properties on the date of the suit and having failed to do so, the plaint is liable to be rejected under Order VII Rule 11 of CPC. The value of the land of A and B schedule suit properties is Rs.325/- per square feet. The plaintiff does not have any title, right or interest over the A and B schedule properties either by virtue of the alleged agreements dt.30.11.1984 and 09.04.1987 or otherwise and consequently she is liable to surrender the possession thereof to him. The universal legatee under the will dated 30.1.1989 made by this defendant's mother is the absolute owner of the A and B schedule properties entitled to recover the possession thereof from the plaintiff. Therefore this defendant is making a



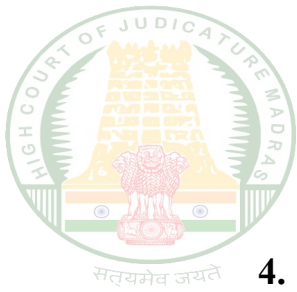
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counter claim for recovery of possession of the A and B schedule suit properties from plaintiff and accordingly paying the Court fee of Rs.91,406.75 u/s 25(d) of Pondicherry Court Fees and Suits Valuation Act, 1972 and thus prayed to dismiss the suit with costs, to declare that the defendant is the absolute owner of the A and B schedule properties, to direct the plaintiff to deliver the possession of A and B schedule properties to the defendant free of super-structure and to pay the costs of the counterclaim, and to decree the counterclaim in favour of the defendant and pleads to dismiss the suit.

7.The trial Court, based on the above pleadings and the counter claim, framed the following issues and the additional issues for consideration;

- 1. Whether the sale agreements dated 30.11.1984 and 9.4.1987 are true?**
- 2. Whether the plaintiff has paid the entire sale consideration in respect of the sale agreement dated 30.11.1984?**
- 3. Whether the plaintiff has paid totally advance sale amount of Rs.25,000/-in respect of the sale agreement dt.9.4.1987?**



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4. Whether time fixed is essence of contract for both agreements?

5. Whether the plaintiff was ready and willing to perform his part of the contract?

6. Whether the suit as framed is maintainable?

7. Whether the defendant's father was saleable interest in the suit properties at the time of execution of sale agreement?

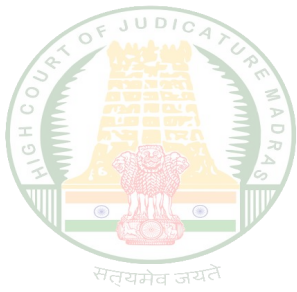
8. Whether the defendant is the absolute owner of the property following the will mentioned in the written statement?

9. Whether the plaintiff is entitled to relief of specific performance and permanent injunction?

10. Whether the defendant is entitled for the relief of declaration and recovery of possession of the suit A and B schedule properties?

ADDITIONAL ISSUES (13.03.2008):

1. Whether the suit is barred by limitation?



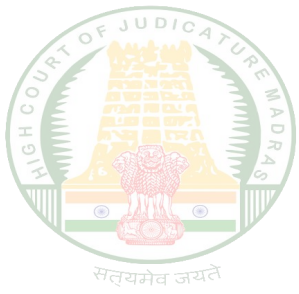
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8.On the side of the plaintiff, the plaintiff herself examined as PW1 and six other witnesses were examined as Pws 2 to 7 and Ex.A1 to Ex.A16 were marked. On the side of the Defendant, the defendant examined himself as DW1 and Ex.B1 & Ex.B5 were marked.

9.The trial Court, upon considering the oral and documentary evidence on record, dismissed the suit with reference to the relief of specific performance under the agreements for sale dated 30.11.1984 and 09.04.1987 and the suit is decreed with reference to the relief of permanent injunction restraining the defendant or his henchmen or his agents from dispossessing the plaintiff in the suit properties without costs. Aggrieved by this, the defendant preferred the two appeal suits and the plaintiff preferred cross objection.

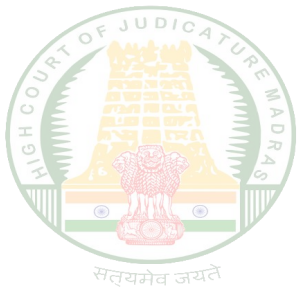
10.The learned counsel for the appellant/defendant submitted that the trial Court erred in law in dismissing the counterclaim and the judgment and decree of the trial Court is against law and weight of evidence and probabilities of the case and further contended that the trial Court, while



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denying the relief of specific performance, could not grant the relief of permanent injunction against the true owner of the property. The trial Court overlooked the fact that the time is the essence of the contract and the plaintiff has no right to continue in the suit property once her claim for specific performance is negative and the defendant is entitled to claim back the property. Further contended that after the demise of the power of attorney, the principal was alive and the plaintiff /agreement holder did not even approach her for execution of the sale deed and since the time has lapsed, she had every right to bequeath her property to her own son, the defendant in the suit. The trial Court did not properly appreciate the evidence having found that the defendant is the owner of the property, even otherwise, ought not to have denied the relief of declaration and possession. The trial Court erred in negating the counter claim for possession by the defendant on the ground of long and uninterrupted possession and reiterated the other grounds raised the memorandum of grounds of appeals and pleaded to set aside the judgment and decree of the trial Court and to allow the appeal suits.



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11.To support his argument, the learned counsel for the appellant/defendant relied on the following judgments:

1).Judgment of this Court in A.S.Nos.295 & 299 of 2011 (Premraja Vs. Jayalakshmi)

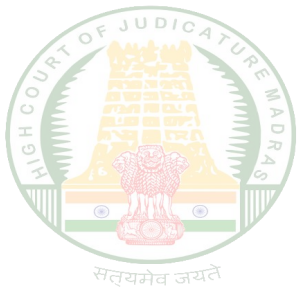
2).2009 – 5 – L.W.528 (Kalash Properties Pvt. Ltd., represented by its Chairman and Managing Director G.Kaliasundaram, having office at J 75 Anna Nagar East, Chennai – 600 102).

3).(2011) 12 Supreme Court Cases 18 (Saradamani Kandappan Vs. S.Rajalakshmi and others)

4).Judgment of Madurai Bench of Madras High Court dated 21.11.2023 in A.S.(MD).No.108 of 2012 (Oomman Babu Vs. Sadasivam Thambi and Ors.)

5).(2009) 10 Supreme Court Cases 223 (FGP Limited Vs. Saleh Hooseini Doctor and Another)

6).(2024) 1 MLJ 755 (Ultra Marina & Pigments Ltd., Vs. Kala Karmegam and Ors).



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**7).(1996) 1 Supreme Court Cases 639 (Mohan Lal
(Deceased) Through His Lrs. Kachru and others
Vs.Mirza Abdul Gaffar and another).**

**8).(2000) 3 Supreme Court Cases 708 (Roop Singh
(Dead) Through Lrs Vs. Ram Singh (Dead) Through
LRS)**

**9).(2002) 3 Supreme Court Cases 676 (Shrimant
Shamrao Suryavanshi and another Vs.Pralhad Bhairoba
Suryavanshi (Dead) By Lrs. And others)**

**10).(1997) 3 Supreme Court Cases 1 (K.S.Vidyanadam
and others Vs. Vairavan)**

12.The learned counsel for the respondent in appeal suits/cross objector submitted that the findings of the trial Court is against law and with regard to the rejecting the claim of the relief of specific performance, the respondent/cross objector is entitled to the relief of specific performance, hence, the denial of the said relief by the trial Court to the Cross objector is incorrect, unjust, improper, illegal, unsustainable and untenable. The findings of the trial Court that the suit is barred by limitation is erroneous one and time is not the essence of the contract and thus, pleaded to set aside the



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judgment and decree of the trial Court with reference to the relief of specific performance and thus pleaded to allow the cross objection.

13.To support his argument, the learned counsel for the respondent in appeal suits /cross objection relied upon the following judgments:

**1).(2022) 14 Supreme Court Cases 793
(P.Daivasigamani Vs. S.Sambandan)**

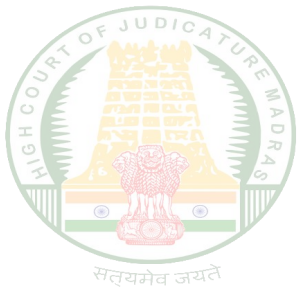
**2).(2019) 6 Supreme Court Cases 233 (Beemaneni
Maha Lakshmi Vs. Gangumalla Appa Rao)**

**3).(2020) 15 Supreme Court Cases 731 (Madhukar
Nivrutti Jagtap & Ors Vs. Pramilabai Chandulal Parandekar
& Ors.**

**4).(2011) 1 Supreme Court Cases 429 (J.P.Builders &
Anr V. A.Ramadas Rao & Another)**

**5). 1995 (2) LW 50 (DB) (Vairavan V.
K.S.Vaidyanandam & Ors)**

**6).2012 (5) LW 171 (The Executive Engineer,
Arulmigu Yoganarasimmar Devasthanam Vs. S.Kuppan)**



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7).(2020) 3 Supreme Court Cases 289 (Vundavalli

Ratna Manikyam & Anr V. V.P.R.N. Prasada Rao)

8).(2019) 14 Supreme Court Cases 220 (Chennadi

Jalapathi Reddy Vs. Baddam Pratapa Reddy & Anr.)

9).(1970) 3 Supreme Court Cases 140 (R.C.Chandiok &

Anr. V. Chuni Lal Sabharwal & Orrs.)

10).(2017) 4 Supreme Court Cases 723 (Vasanthi V.

Venugopal)

11). (2002) 3 Supreme Court Cases 676 (Shrimant

Shamrao Suryavanshi V. Pralhad Bhairoba Suryavanshi)

12.(2004) 4 CTC 465 (FB) (Bombay) (Sadashiv

Chander Bhamgare V. Eknath Pandharinath Nangude)

13.ILR 1998 Kar 3230 (FB) (Narasimhasetty V.

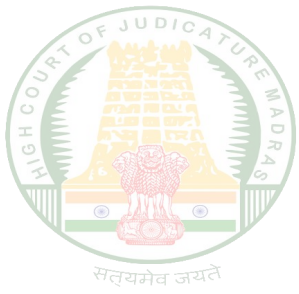
Padmasetty)

14.(2001) 1 Mah LJ 79 (Balasaheb Manikrao

Deshmukh V. Rama Lingoji Warthi)

15.1994 MhLJ 1145 (FB) (Mahadeo Nathuji Patil V.

Surjabai Khushalchand Lakkad)



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16.(2019) 5 Supreme Court Cases 807 (Ramesh Chand

V. Nand Lal)

17.(1999) 3 LW 775 (Parvathi Ammal V.

M.Kuppusamy, M.Ramachandran)

18.AIR 1940 Oudh 1 (Mt.Firdos Jahan V.

Dr.Mohammed Yunus & Ors)

19.AIR 1944 Oudh 212 (Ewaz Ali V. Mt.Firdous Jehan

& Ors)

20.AIR 1952 Raj 141 (Ratanlal V. Kishanlal & Ors)

21.ILR (1991) 1 Delhi 303 (Nanak Builders &

Investors Pvt. Ltd. V. Sh.Vinod Kumar Alag)

22.2005 (82) DRJ 513 (S.K.Gupta V. Avtar Singh Bedi

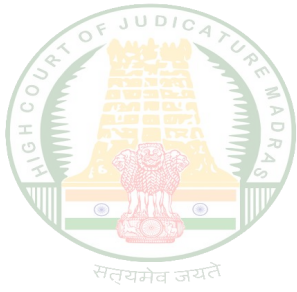
& Others)

23.1999 (1) CTC 36 (Subbamma V. Masanamuthu

Thevar & others)

14.The points for consideration before this Court are,

i).Whether the plaintiff is entitled for specific performance of sale agreements dated 30.11.1984 and 09.04.1987?



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ii).Whether the defendant is entitled for the relief of declaration and recovery of possession of the suit A and B schedule properties?

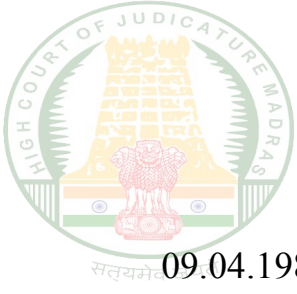
iii).Whether the suit is barred by limitation? And

iv).To what other reliefs?

15.I have considered the matter in the light of the submissions made on either side and perused the materials available on record.

16.On perusal of the records, the fact reveals that the plaint schedule property was owned by the defendant's mother namely Jayamarie. Her husband is Gothandam, the defendant is the son of Jayamarie and Gothandam. Jayamarie executed a power of attorney deed dated 06.06.1981 in favour of her husband Gothandam, which is evidenced Ex.A13.

17.In pursuance of the power of attorney deed, Gothandam entered into a sale agreement for the sale of plaint A and B schedule properties in favour of the plaintiff for a sum of Rs.10,000/- and 50,000/- on 30.11.1984 and



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09.04.1987 respectively. The Plaintiff paid an advance amount of Rs.8,000/- on 30.11.1984 in respect of A schedule property and also paid an advance amount of Rs.2,000 on 02.03.1985 in respect of A schedule properties. Further, the plaintiff paid an advance amount of Rs.10,000/- on 09.04.1987 and an amount of Rs.15,000/- on 05.07.1988 for B schedule properties. The time for execution of contract is three months in respect of A schedule properties and two months in respect of B schedule properties from the date of sale agreements.

18.On perusal of records, it is noticed that the alleged sale agreements dated 30.11.1984 and 09.04.1987 were marked as Ex.A1 and Ex.A2. On perusal of Ex.A1 & A2, it is noticed that there is no reference for giving possession of the plaint schedule properties by the power of Attorney to the plaintiff at the time of executing Ex.A1 & A2 காலி மனை விற்கிரய அட்வான்ஸ் ரசீது. According to the plaintiff, Ex.A1 & A2 are the alleged sale agreements, based upon this, the suit has been filed.

19.Gothandam died on **08.02.1988**, it is evidenced by Ex.B5. Since the power of attorney agent namely Gothandam died on **08.02.1988**, the power of



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attorney deed dated 06.06.1981 given by Jayamarie to her husband comes to an end. Therefore, the plaintiff ought to have called upon Jayamarie to execute the sale deed. In this regard, no material to show that the plaintiff asked Jayamarie to execute the sale deed in pursuance of the sale agreements dated 30.11.1984 and 09.04.1987 executed by her power of attorney agent namely Gothandam.

20.On perusal of the records, it reveals that Jayamarie bequeathed her property on 30.01.1989. It is evidenced by Ex.B4 copy of the Will, which is not disputed by the plaintiff. Jayamarie died on 26.06.1992 after her death, the Will came into force, the defendant became the owner of the plaint schedule properties. Admittedly, the defendant herein is the owner of the plaint schedule properties, it is also not disputed by the plaintiff.

21.On perusal of the written statement and the evidence of the defendant DW1 Premraja, it reveals that the defendant did not deny the signature contained in the sale agreements Ex.A1 and Ex.A2 executed by his father. Though the defendant denied that his father delivered the possession of A schedule properties to the plaintiff, the plaintiff is in possession and



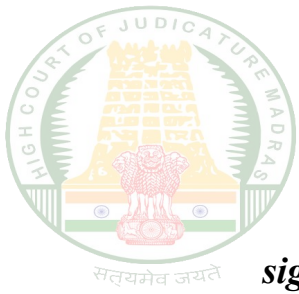
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enjoyment of the same. In pursuance of the agreements, in fact, the plaintiff is in possession and enjoyment of the same. Therefore, the defendant sought the relief of recovery of possession from the plaintiff by way of counter claim. In such circumstances, in fact, it is admitted that the plaintiff is in possession and enjoyment of the plaint schedule properties. It was evidenced by Ex.A6 to Ex.A9.

22.On perusal of the cross examination of defendant DW1, it is noticed that the defendant admitted that the property in R.C.No.6/4 were divided into several plots for sale. The plaintiff entered into an agreement for purchasing plots 16 & 17 as per Ex.A1 and Ex.A2 and the plaintiff is in possession and enjoyment of the suit schedule properties. The trial Court also in its finding based on the evidence comes to the conclusion that the sale agreements dated 30.11.1984 and 09.04.1987 are true and the defendant's father has saleable right interest in the suit properties in pursuance of the registered power of attorney deed dated 06.06.1981 which is also categorically admitted by DW1 in his cross examination. The observation of the trial Court in para 7 runs as follows:

“ 7.. When there is no specific denial that the



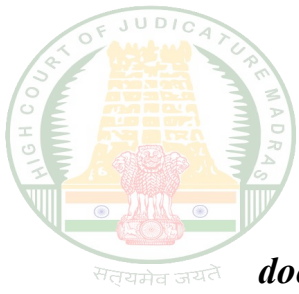
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signatures found in Ex.A1 and Ex.A2 are not that of him, this Court construes that it is the father of the defendant who had executed the Ex.A1 and Ex.A2 for a valid sale consideration to and in favour of the plaintiff is clearly proved and therefore, this court comes to the conclusion that the sale agreements dated 30.11.1984 and 09.04.1987 are true and thus the defendant's father has saleable right interest in the suit properties in pursuance of the registered power of attorney deed dated 06.06.1981 which is also categorically admitted by DW1 in his cross-examination.

23.Further, it is noticed that the trial Court observed on evidence and concluded that the plaintiff is in continuous possession and enjoyment of the suit properties from 1984. This observation in para – 8 of the judgment runs as follows:

“8.. the possession of the suit properties is clearly established by the evidence of the plaintiff and also by the documentary evidence namely E.A6 & Ex.A7 photocopies of electricity receipts, Ex.A9 & Ex.A10 photocopies of wealth tax particulars of the suit schedule properties standing in the name of the plaintiff and its valuation particulars; Ex.A11 photocopies of the documents for obtaining electricity connection by the plaintiff; Ex.A12 is the photocopy of the donation deed executed by plaintiff's father. These



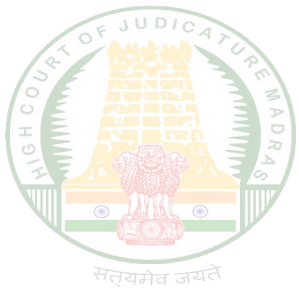
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documents clearly shows that the plaintiff is in continuous and uninterrupted possession and enjoyment of the suit properties from 1984..... ”

Thus the trial Court found that the plaintiff is in continuous and uninterrupted possession and enjoyment of the suit properties from 1984 besides the alleged sale agreements dated 30.11.1984 and 09.04.1987 are true.

24. Normally, in the sale of immovable properties, time is considered not to be an essence of contract, unless such intention is made out either from expressed terms of contract or implied intention of the parties. In this case, after the two months of agreement, the seller, the defendant's father, received part of the sale consideration and made an endorsement as is evidenced on record. It reflects that time would not be an essence of contract in regard to the execution of the sale deed as evidenced by putting the plaintiff in the portion of suit properties by the sellers. Putting the plaintiff in possession of the property reflects clear indication the time was not intended to be an essence for completion of the sale.



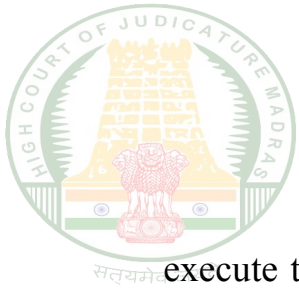
A.S.Nos.80 & 81 of 2015 and
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25.The judgments relied on by the learned counsel appearing for the appellant/defendant are not helpful to support his case.

26.Further, on perusal of the records, the fact reveals that with regard to A schedule properties, the plaintiff had paid the entire sale consideration to Gothandapani, the father of the defendant. With regard to the B schedule properties, the total sale consideration of Rs.50,000/-, in which, the plaintiff paid Rs.25,000/- and the balance amount of Rs.25,000/- has to be paid.

27.In view of the above, the judgment and decree of the trial Court with regard to dis entitling the plaintiff for specific performance is set aside and the cross objection filed by the cross objector (plaintiff) is allowed. The defendant is not entitled for declaration and recovery of possession. With regard to the relief of permanent injunction, the judgement and decree of the trial Court is confirmed. The appeal suits in A.S.Nos. 80 & 81 of 2015 are liable to be dismissed and the same is dismissed accordingly. Therefore, the plaintiff is directed to deposit the balance sale consideration of Rs.25,000/- before the trial Court within two months and the defendant is directed to



A.S.Nos.80 & 81 of 2015 and
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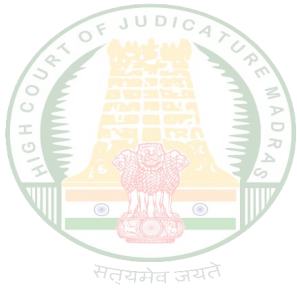
execute the sale deed within three months from the date of receipt of a copy of this judgment. No costs. Consequently, the connected miscellaneous petition, if any, is closed.

Index/Internet: Yes / No
Speaking order: Yes/No
sms

02.04.2025

To

- 1.The Principal District Court, Puducherry.
- 2.The Section Officer, VR Section High Court, Madras.



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Cross.Obj.No.14 of 2024

V.SIVAGNANAM, J.

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Pre-delivery judgment made in
A.S.Nos.80 & 81 of 2015
and Cross.Obj.No.14 of 2024

02.04.2025