



CRP.Nos.3546 of 2025 etc., batch

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:03.11.2025

Pronounced on: 09.01.2026

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. Nos.3546, 3548, 3549, 3553 and 1062 of 2025
and 1692 & 1693 of 2018 and 41 of 2017 and
CMP. Nos.277 of 2017, 9317 of 2018 and 6110 of 2025**

CRP. Nos.3546, 3548, 3549 & 3553 of 2025

Kesavan

Petitioner in all CRPs

Vs

Jayarama Naicker (Died)

1.Mrs.Gowri

2.Mrs.Themozhi

Respondents in all CRPs

COMMON PRAYER: These Civil Revision Petitions are filed under Article 227 of the Constitution of India, to set aside the order dated 10.02.2025 passed in E.A. Nos.505, 506, 504 & 507 of 2021 in E.P. No.65 of 2018 in O.S. No.21 of 1994 by the Sub Court, Poonamallee.

CRP. No.1062 of 2025:

Jayarama Naicker (Died)

1.Mrs.Gowri

2.Mrs.Themozhi

Petitioner

Vs

Kesavan



CRP.Nos.3546 of 2025 etc., batch

Respondent

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PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 01.04.2021 passed by the Court of Subordinate Judge, Poonamallee in E.P. No.65 of 2018 in O.S. No.21 of 1994.

CRP. Nos.1692 & 1693 of 2018 & 41 of 2017:

1.Jayarama Naicker (Died)
2.Mrs.Gowri
3.Mrs.Themozhi
(Petitioners 2 and 3 are brought on record as LRs of the deceased first petitioner vide order dated 10.07.2025)

Petitioners in all CRPs

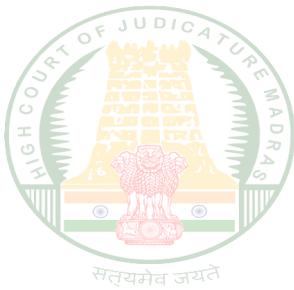
Vs

Kesavan

Respondent in all CRPs

COMMON PRAYER: These Civil Revision Petitions are filed under Article 227 of the Constitution of India, to set aside the judgment and decreetal order in CMA. Nos.4 & 5 of 2017 against E.P. No.63 of 2009 in O.S. No.21 of 1994 on the file of the III Additional District Court, Thiruvallur at Poonamallee, dated 19.01.2018 and to set aside the judgement and decree in E.A. No.197 of 2016 in E.P. No.63 of 2009 in O.S. No.21 of 1994 dated 03.11.2016 on the file of the Court of Subordinate Judge, Poonamallee.

For Petitioners : Mr.T.R.Rajagopalan,
Senior Counsel for
Mr.C.V.Vijaya Kumar,



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CRP.Nos.3546 of 2025 etc., batch

Ms.A.B.Reehana Begum
for Petitioner in
CRP. Nos.3456, 3548, 3549 &
3553 of 2025 /
For Respondents in
CRP. Nos.41 of 2017,
1692 & 1693 of 2018 and 1062 of 2025

For Respondents : Mr.V.Raghavachari,
Senior Counsel for
Mr.S.Indrajith,
for Respondents in
CRP. Nos.3456, 3548, 3549 &
3553 of 2025 /
For Petitioners in
CRP. Nos.41 of 2017,
1692 & 1693 of 2018 and 1062 of 2025

COMMON ORDER

These revision petitions arise out of orders passed in a suit for specific performance, in Execution Proceedings.

2. The revision in CRP. No.41 of 2017 arises out of dismissal of an Application under Section 28 of the Specific Relief Act, 1963 (in short 'Specific Relief Act') seeking rescission of the contract. All the other revisions are arising only out of consequential orders and hence, if CRP. No.41 of 2017 is decided, the result of the same would have a direct



impact on the other revisions as well.

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3. I have heard Mr.T.R.Rajagopalan, learned Senior Counsel for Mr.C.V.Vijaya Kumar & Ms.A.B.Reehana Begum, learned counsel for Petitioner in CRP. Nos.3456, 3548, 3549 & 3553 of 2025/ for Respondents in CRP. Nos.41 of 2017, 1692 & 1693 of 2018 and 1062 of 2025. Mr.V.Raghavachari, learned Senior Counsel for Mr.S.Indrajith, learned counsel for Respondents in CRP. Nos.3456, 3548, 3549 & 3553 of 2025 / for Petitioners in CRP. Nos.41 of 2017, 1692 & 1693 of 2018 and 1062 of 2025.

4. The brief facts of the case as follows:

For the sake of convenience, the parties are referred to as judgment debtors and decree holder. The judgement debtor entered into a sale agreement with the decree holder in respect of an extent of 1.64 acres situate in Vanagaram Village on 14.05.1992. The decree holder filed a suit for specific performance in O.S.No.21 of 1994 to enforce the said sale agreement against the judgment debtor. After contest, the suit was decreed and the judgment debtor preferred A.S. No.302 of 2000. In the meantime, in a partition suit filed the judgment debtor's sister in O.S.



No.148 of 1990, including the subject 1.64 acres, a preliminary decree came to be passed on 18.06.2003 and a final decree application was filed

WEB COPY by the said sister of the judgment debtor in I.A. No.55 of 2007. The decree holder sought to implead himself in I.A. No.55 of 2007, in order to claim the judgment debtor's share in the partition suit. While matters stood there, the decree holder entered into a fresh sale agreement with the judgment debtor agreeing to pay an additional Rs.2,10,00,000/-, as sale consideration. In view of the subsequent sale agreement, the judgment debtor withdrew A.S. No.302 of 2000 on 18.08.2008. The decree holder also withdrew his cross objection.

5. The decree holder filed E.P. No.63 of 2009 without disclosing the judgment in the partition suit and the sale agreement entered into afresh on 30.07.2008, in and whereby, the decree holder had committed to pay an additional sum of Rs.2,10,00,000/-. The judgment debtor filed an Application under Section 47 of the Code of Civil Procedure, 1908 in E.A. No.29 of 2010. The said Application was dismissed on 15.09.2010 directing the decree holder to deposit a sum of Rs.2,10,00,000/-. In the meantime, I.A. No.55 of 2007 filed by the judgment debtor's sister was allowed on 29.03.2010, allotting 62 cents of land to the judgment



debtor's sister in S.No.131/1b. Second Appeal was preferred as against the final decree proceedings in the year 2014 and status quo was ordered

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by this Court. As against the Applications in the Execution Petition in the suit for specific performance, CRP Nos.142 of 2012 and 3249 of 2013 came to be disposed of by a common order dated 20.03.2015, directing the decree holder to deposit Rs.2,10,00,000/-. In furtherance of the said common order, on 03.08.2015, the decree holder deposited the said sum of Rs.2,10,00,000/-.

6. Challenging the said common order dated 20.03.2015 in the revision petitions, the judgment debtor preferred S.L.P. No.30401 of 2015, which came to be dismissed on 02.11.2015. It is thereafter that E.A.No.197 of 2016 came to be filed by the judgment debtor under Section 28 of the Specific Relief Act, seeking a declaration that the sale agreement which was entered into on 30.07.2008, that is the fresh sale agreement had been rescinded. However, the Executing Court dismissed the Application on 03.11.2016 and challenging the said order, CRP. No.41 of 2017 has been filed.

7. The Executing Court had rejected the objections filed by the



judgment debtor to the last sale deed in E.P. No.63 of 2009 which was challenged in CMA. No.4 of 2017, which came to be dismissed on 19.01.2018. Challening the concurrent orders, CRP. No.1692 of 2018, has been filed.

8. By order dated 20.01.2016, the Executing Court had directed execution of sale deed in favour of the decree holder, the same was challenged in CMA. No.5 of 2017, however, the Appellate Court dismissed the appeal on 19.01.2018 and as against these concurrent orders, CRP. No.1693 of 2018, has been filed.

9. CRP. No.1062 of 2025 has been filed challenging the order of delivery passed by the Executing Court, by order dated 01.04.2021.

10. It is not in dispute that on 10.10.2017, the sale deed came to be executed in favour of the decree holder. The decree holder thereafter filed E.P. No.65 of 2018 for delivery of possession of the suit property. Before the decree could be executed, the judgment debtor died on 26.12.2022 and the revision petitioners were impleaded on 04.12.2024. The decree holders took out Applications in E.A. Nos.504, 505, 506 and 507 for removal of superstructure, police aid, disconnection of electricity supply



and assistance of Tahsildar to identify the suit property. These Applications were dismissed by the Executing Court, however granting **WEB COPY** liberty to the decree holders to move these applications as and when necessitated. It is as against these orders, CRP. Nos.3546, 3548, 3549 and 3553 of 2025 have been filed.

11. Mr.V.Raghavachari, learned Senior Counsel would submit that the decree holder has played fraud not only upon the judgment debtor but also upon the Court, by suppressing the agreement dated 30.07.2008, where the parties had increased the sale consideration by an additional sum of Rs.2,10,00,000/-. The learned Senior Counsel would submit that taking advantage of the novation of the original contract and the Appeal Suit that was pending on that day, challenging the decree for specific performance, having been withdrawn pursuant to the compromise, the decree holder has proceeded to seek execution of the original decree which was for a much lower sale consideration, without even bringing it to the notice of the Court that the decree holder was bound to pay an additional sum of Rs.2,10,00,000/-. The learned Senior Counsel would therefore contend that in a suit for specific performance, the plaintiff has to necessarily come to Court with clean hands and when he has chosen to



suppress material facts and circumstances from the Court, the decree holder is not entitled to any equity.

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12. The learned Senior Counsel would submit that even though the Executing Court directed payment of Rs.2,10,00,000/- as early as on 15.09.2010 in E.A. No.29 of 2010, the decree holder has not paid the amount until 03.08.2015. It is therefore, the contention of the learned Senior Counsel Mr.V.Raghavachari, that it is a classic case where the decree holder as plaintiff, by his own conduct, was not able to make out a case of readiness and willingness and consequently, under Section 28 of the Specific Relief Act, judgment debtors were instituted to seek rescission of the contract.

13. The learned Senior Counsel has relied on the following decisions:

(i) *Esakkiammal Vs. Nambikonar and Ors*, reported in *Manu/TN/3361/2021*;

(ii) *Krishnamoorthy Vs. K.Shanmugasundaram and Ors*, reported in *Manu/TN/1445/2022*;

(iii) *P.Rajasekaran and Ors Vs. C.Kumar*, reported in *Manu/TN/6664/2022*;

(iv) *Union of India Vs. Kishorilal Gupta and Bros*, reported in (1960) 1 SCR 493;



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(v) *National Insurance Company Limited Vs. Boghara Polyfab Private Limited*, reported in (2009) 1 SCC 267;

(vi) *Chanda (Dead) through LRs Vs. Rattni and Another*, reported in (2007) 14 SCC 26;

(vii) *Rajinder Kumar Vs. Kuldeep Singh and Ors*, reported in AIR 2014 SC 1155;

(viii) *V.S.Palanichamy Chettiar Firm Vs. C.Alagappan and Ors*, reported in (1999) 4 SCC 702;

(ix) *Bhupinder Kumar Vs. Angrej Singh*, reported in (2009) 8 SCC 766;

(x) *Lakshmi Narayanan Vs. S.S. Pandian*, reported in (2000) 7 SCC 240;

(xi) *M.Kesavan Vs. A.Jayaraman*, reported in Manu/TN/3500/2015;

(xii) *S.Hudit Singh Obra Vs. S.Daljit Singh*, reported in AIR 1975 Delhi 144;

(xiii) *Venkadagiri Iyer Vs. Sadagopachariar and Ors*, reported in Manu/TN/0077/1900; and

(xiv) *Lata Construction and Others Vs. D.Rameshchandra Ramniklal Sha and another*, reported in (1999) SCC Online SC 743.

14. Per contra, Mr.T.R.Rajagopalan, learned Senior Counsel appearing for the decree holder would firstly submit that there is no merit in the challenge to the decree for specific performance and there is no necessity to rescind the contract. The learned Senior Counsel would submit that though the judgment debtor's application in E.A.No.29 of 2010 was dismissed, directing the decree holder to deposit Rs.2,10,00,000/-, the decree holder has challenged the order insofar as



the directions to deposit Rs.2,10,00,000/- was concerned and the said revision was disposed of only on 23.03.2015, soon after, receipt of the WEB COPY copy of the order in CRP. No.142 of 2012 and CRP. No.3249 of 2013, according to the learned Senior Counsel Mr.T.R.Rajagopalan, on 02.07.2015, the decree holder filed a memo before the Sub Court, Poonamallee for issuance of challan to deposit Rs.2,10,00,000/- and the Trial Court passed orders by issuing challan only on 29.07.2015 and immediately thereafter, on 03.08.2015, the entire amount of Rs.2,10,00,000/- has been deposited.

15. When the judgment debtor has unsuccessfully challenged the various orders up to the Hon'ble Supreme Court, according to the Mr.T.R.Rajagopalan, learned Senior counsel, at this point of time, it is not open to the judgment debtor to seek rescission of the contract. The learned Senior Counsel would further submit that the Executing Court has rightly considered all relevant circumstances and proceeded to dismiss the Section 28 Application. In support of his contentions, the learned Senior Counsel has relied on the following decisions:

- (i) *Surinder Pal Soni Vs. Sohan Lal (Dead) through LRs, reported in (2020) 15 SCC 771;*
- (ii) *Sardar Mohar Singh through Power of Attorney Holder, Manjit Singh Vs. Mangilal @ Mangtya, reported in (1997) 9 SCC 217;*



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(iii) *Lakshmi Narayanan vs. S.S.Pandian*, reported in (2000) 7 SCC 240;

(iv) *A.R.Madana Gopal and others Vs. Ramnath Publications Private Limited and Another*, reported in (2021) 11 SCC 200;

(v) *Bhupinder Kumar Vs. Angrej Singh*, reported in (2009) 8 SCC 766;

(vi) *Ram Lal Vs. Jarnail Singh (now Deceased) through its LRs and others*, reported in (2025) SCC online SC 584; and

(vii) *Ravinder Kaur Vs. Ashok Kumar and Another*, reported in (2003) 8 SCC 289.

The learned Senior Counsel would therefore prays for dismissal of the revision petitions filed by the judgment debtors and at the same time, to allow all the revision filed by the decree holder.

16. I have carefully considered the submissions advanced by the learned Senior Counsel on either side. I have gone through the records and various decisions that have been relied on by the learned Senior Counsel on either side and also gone through the orders passed by the Executing Court.

17. The decree holder and the judgment debtor initially entered into an agreement of sale on 14.05.1992 in respect of an extent of 1.64



acres comprised in S.No.131/1B, Vanagaram Village, which admittedly

had an extent of more than 3 acres. In order to enforce the said

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agreement, the decree holder filed the suit for specific performance. The

suit was decreed on 11.04.2000 and the same was challenged in A.S.

No.302 of 2000. Pending the said First Appeal, on 30.07.2008, a fresh

agreement was entered into between the parties which is not in dispute. In

and by the said agreement, the judgment debtor expressed his consent to

execute the sale deed in favour of the decree holder, across the decree

holder paying an additional sale consideration of Rs.2,10,00,000/-.

In view of the said compromise, the judgment debtor withdrew A.S. No.302

of 2000 and similarly, the decree holder withdrew the cross objection

filed by him. It transpires that despite the subsequent agreement dated

30.07.2008, there have been no steps taken on the side of both the parties.

The decree holder filed E.P. No.63 of 2009, to enforce the original decree

in the suit without disclosing the subsequent agreement dated 30.07.2008

and his obligation to pay an additional Rs.2,10,00,000/-

18. The bone of contention of the learned Senior Counsel Mr.V.Raghavachari, is that the relief of specific performance is an equitable relief and the plaintiff who comes to Court with unclean hands



and chooses to suppress material facts and circumstances, is not entitled to any discretion, much less the discretionary relief of specific performance.

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19. It is the further contention of the learned Senior Counsel Mr.V.Raghavachari, that the decree holder has by his own conduct and showing, disproved his readiness and willingness and consequently, the judgment debtors became entitled to seek rescission of the contract. There is no dispute with regard to the fact that the parties entered into afresh agreement on 30.07.2008 and that the decree holder attempted to execute the decree passed in the suit without reference to the enhanced sale consideration, in and by the agreement dated 30.07.2008. The executability of decree was challenged under Section 47 of CPC by the judgment debtor. Though the said petition was dismissed, the Executing Court finding that the parties had entered into a fresh agreement, had directed the decree holder to deposit a sum of Rs.2,10,00,000/-. Both the judgment debtor and the decree holder has challenged the said order of the Executing Court before this Court in and by two revision petitions. This Court by order dated 23.03.2015, upheld the direction of the Executing Court, directing the decree holder to deposit a sum of



Rs.2,10,00,000/-.

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20. It is the contention of the judgment debtor that even despite the dismissal of the revisions filed by the decree holder challenging the direction to deposit Rs.2,10,00,000/- in March 2015, the amount was not paid until 03.08.2015 and therefore, there is a clear lack of readiness and willingness, dis-entitling the decree holder for any equity.

21. However, it is seen from the records that though the order came to be passed on 23.03.2015, the copy of the common order was made available to the parties only in late June 2015 and thereafter, the decree holder has taken steps to deposit the amount which ultimately, after challan being issued in July, was deposited on 03.08.2015. It is to be seen whether this delay can be held as fatal to dis-entitle the decree holder to enjoy the fruits of the decree and entitle the judgment debtors to seek rescission of the contract itself.

22. Though it has been vehemently contended by learned Senior Counsel Mr.V.Raghavachari, the plaintiff has come to Court with unclean hands and played fraud by seeking to execute the decree passed by the



Trial Court when he was a party to a subsequent agreement obligating him to pay further Rs.2,10,00,000/-, these issues have already been decided in the earlier round of litigation up to the Hon'ble Supreme Court. Therefore, I do not consider that in the present set of revisions, the very same issue can be re-agitated in order to dis-entitle the decree holder on the ground of not approaching the Court with clean hands. It was only after being apprised of the subsequent agreement that the Executing Court directed to deposit a sum of Rs.2,10,00,000/- and this Court also confirmed the said order in 2015. In such circumstances, it cannot be said that on this ground of suppression, the judgment debtors are automatically entitled to rescission.

23. In fact, the order directing to deposit of Rs.2,10,00,000/- by the Executing Court and confirmed by this Court in CRP. No.3249 of 2013 was even challenged by the judgment debtor before the Hon'ble Supreme Court and Special Leave Petition was also dismissed on 02.11.2015. The Executing Court has rightly negatived the objections raised by the judgment debtors with regard to the fresh agreement rendering the original agreement in-executable.



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24. The only issue that survives for consideration is whether the deposit made on 03.08.2015 can be accepted as a deposit within a reasonable time. It is an admitted position that the original agreed balance sale consideration which remained was deposited by the decree holder, was deposited immediately after the suit was decreed.

25. Section 28 of the Specific Relief Act, reads thus:

“28. Rescission in certain circumstances of contracts for the sale or lease of immovable property, the specific performance of which has been decreed.—

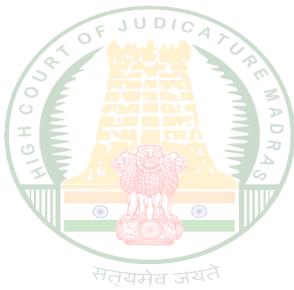
(1) Where in any suit a decree for specific performance of a contract for the sale or lease of immovable property has been made and the purchaser or lessee does not, within the period allowed by the decree or such further period as the court may allow, pay the purchase money or other sum which the court has ordered him to pay, the vendor or lessor may apply in the same suit in which the decree is made, to have the contract rescinded and on such application the court may, by order, rescind the contract either so far as regards the party in default or altogether, as the justice of the case may require.

(2) Where a contract is rescinded under sub-section (1), the court—

(a) shall direct the purchaser or the lessee, if he has obtained possession of the property under the contract, to restore such possession to the vendor or lessor, and

(b) may direct payment to the vendor or lessor of all the rents and profits which have accrued in respect of the property from the date on which possession was so obtained by the purchaser or lessee until restoration of possession to the vendor or lessor, and if the justice of the case so requires, the refund of any sum paid by the vendee or lessee as earnest money or deposit in connection with the contract.

(3) If the purchaser or lessee pays the purchase money or other sum which he is ordered to pay under the decree within the period referred to in sub-section (1), the court may, on application made in the same suit, award the purchaser or lessee such further relief as he may be entitled to, including in appropriate cases all or any of the following



reliefs, namely:—

(a) the execution of a proper conveyance or lease by the vendor or lessor;

(b) the delivery of possession, or partition and separate possession, of the property on the execution of such conveyance or lease.

(4) No separate suit in respect of any relief which may be claimed under this section shall lie at the instance of a vendor, purchaser, lessor or lessee, as the case may be.

(5) The costs of any proceedings under this section shall be in the discretion of the court.”

26. The Section itself enables the decree holder to deposit the consideration within the period allowed by the decree or such further period as the Court may allow. If such decree of the Court has not been obeyed, it gives the judgment debtor an option to approach the Court and to seek rescission of the contract. As already discussed, in the facts of the present case, after the order was passed by this Court, confirming the direction of the Executing Court to deposit the balance sale consideration of Rs.2,10,00,000/-, in August 2015, the decree holder has deposited the same. This Court, while disposing of the revisions on 23.03.2015, did not give any time frame to enable the decree holder to deposit the amount. Admittedly, the copies of the common order were made available to the parties only in late June 2015 and the common order of this Court has also been challenged by the judgment debtor before the Hon'ble Supreme Court, which came to be dismissed in November 2015.



However, after receipt of the copy of the order, the petitioner has decided to comply with the direction to deposit Rs.2,10,00,000/- and within a month, has taken out a chellan for depositing and on 29.07.2015 alone, the Executing Court has granted permission to the petitioner to deposit the sum and within a week thereafter, on 03.08.2015, the said sum of Rs.2,10,00,000/- has also been deposited. I do not find that the said delay can be termed as unreasonable or fatal to the case of the decree holder. As already discussed, the fulcrum of arguments of Mr.V.Raghavachari, learned Senior Counsel was only on the ground that the decree holder has played fraud and is not entitled to equity. However, it is no longer open to the judgment debtor to convass the said point which has already been deliberated upon before this Court as well as the Hon'ble Supreme Court and has attained finality.

27. In the light of the above, I am unable to hold the deposit made on 03.08.2015, by the decree holder to be fatal, in order to attract the provisions of Section 28 of the Specific Relief Act. Further, it is to be also noted that the sale deed has also been executed in favour of the decree holder and it is only the Execution Petition that has been filed for recovery of possession which is pending. In such circumstances, I do not



find any error committed by the Executing Court dismissing the Section 28 Application.

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28. In *Esakkiammal's* case (referred herein supra), the decree holder himself sought for extension of time for payment of balance sale consideration which was allowed and despite the same, there was a default. In such circumstances, this Court held that the delay was fatal, following the ratio laid down by the Hon'ble Supreme Court in *Bhupinder Kumar* and *Rajinder Kumar's* case (referred herein supra).

29. In *Krishnamoorthy's* case (referred herein supra), this Court held that the Appellate Court ought to have fixed a time limit to enable the plaintiff to pay the balance sale consideration, which would have given him an opportunity to fulfill his obligation and in such circumstances, non payment within the original time frame fixed by the Trial Court would not amount to abandonment of contract and consequently, entitle to the judgment debtor to seek rescission.

30. In *Union of India's* case (referred herein supra), the Hon'ble Supreme Court held that once a new contract substitutes the earlier

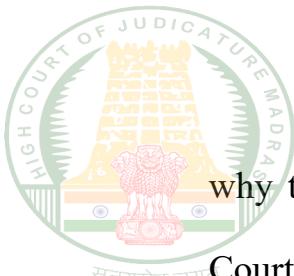


contract, then the parties would have to work out their right only under the terms of new contract. However, this decision is of no avail in the present case, since the challenge to decree and its execution on this score has already attained finality up to the Hon'ble Supreme Court.

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31. In *Chanda (Dead) through LRs' case* (referred herein supra), the Hon'ble Supreme Court held that the power under Section 28 is discretionary and the Court cannot ordinarily annul the decree once passed by it and the Court does not also cease to have power to extend the time even though, the Trial Court had earlier directed in the decree that payment of balance price was to be made by a certain date.

32. In *V.S.Palanichamy Chettiar's case* (referred herein supra), the question that arose before the Hon'ble Supreme Court, was whether the Court, as a matter of course, can allow extension of time for making payment of balance amount of sale consideration and on facts, the Hon'ble Supreme Court, held that permitting payment belatedly would even be going beyond the period of limitation which is prescribed even for filing the suit for specific performance of the agreement and finding that there was no explanation whatsoever from the decree holder as to



why the balance sale consideration was not paid, the Hon'ble Supreme Court declined to grant further time to the plaintiff to comply with the decree. In view of my findings that there is no fatal delay in depositing the amount, this decision cannot be pressed into service, to the facts of this case.

33. In *Lata Construction's* case (referred herein supra), the Hon'ble Supreme Court was dealing with principles of novation of contract. This decision again cannot be pressed into service at this juncture, when the same question has already been gone in detail and it is only thereafter that the decree holder was directed to comply with the novated terms of the original agreement for sale.

34. Now coming to the decisions relied on by the learned Senior Counsel Mr.T.R.Rajagopalan, that the Hon'ble Supreme Court in *Ravindar Kaur's* case (referred herein supra), held that factual issues that have already been settled cannot be re-agitated in the Execution Proceedings. I have already discussed the import of this ratio, while dealing with the decisions regarding novation of contract, that was relied on by the learned Senior Counsel Mr.V.Raghavachari.



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35. In *Surinder Pal Soni*'s case, (referred herein supra), the Hon'ble Supreme Court held that when the decree was challenged in appeal, the decree of the Trial Court gets merged with the decree of the Appellate Court and when the decree holder paid the amount, acting bona fide, within a month after the decision of the Appellate Court, then it cannot give rise to a ground for rescission of contract.

36. In *Sardar Mohar Singh*'s case (referred herein supra), the Hon'ble Supreme Court held that the Court does not lose its jurisdiction after the grant of decree and does not become *functus officio* and that Section 28 gives power to grant order of rescission of the decree, till the sale deed is executed in execution of the decree.

37. In *Lakshmi Narayanan*'s case (referred herein supra), the Hon'ble Supreme Court held that when an objection is taken with regard to the executability of the decree on the ground that the decree has been extinguished by virtue of compromise, the essential question would be as to whether the compromise was recorded by the Executing Court.



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38. In *A.R.Madana Gopal*'s case (referred herein supra), the Hon'ble Supreme Court held that in deciding an application under Section 28 of the Specific Relief Act, while determining readiness and willingness of the plaintiff, the delay attributable to Court process should also be considered. In a recent decision, in *Ram Lal*'s case, (referred herein supra), the Hon'ble Supreme Court held that Rule 12A of Order XX, enacts that a decree for specific performance of contract for sale should specify the period within which purchase money or other sum should be paid by the purchaser. The Hon'ble Supreme Court further held that under Section 28 of the Specific Relief Act, the Court does not approach the application like one under Section 5 of the Limitation Act where each day's delay must be explained and when the Appellate Court had not called upon the plaintiff to deposit the balance sale consideration by fixing a time limit, non payment of the balance sale consideration within the time period fixed by the Trial Court would not amount to abandonment of the contract and consequent, rescinding of the same.

39. Assessing the facts of the present case, in the light of the ratio laid down in the above cases as well, I am unable to come to a conclusion that there has been an element of willful negligence on the part of the plaintiff to have delayed the deposit of the additional sale consideration



of Rs.2,10,00,000/-.

As already discussed, I have found that there is no inordinate delay or willful negligence on the part of the decree holder in

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40. In the light of the above, I do not find any merit in the revision filed by the judgment debtor seeking rescission of the contract. As a consequence, the other revision petitions that have been filed by the decree holder are certainly to be entertained since even the Executing Court had closed the Applications filed by the decree holder, giving liberty to move the applications at the appropriate time. The interim prayers that have been sought for by the decree holder are only to facilitate proper execution of the decree in favour of the decree holder. In such circumstances, the decree holder is entitled to relief in CRP. Nos.3546, 3548, 3549 & 3553 of 2025 and the said Civil Revision Petitions are liable to be allowed.

41. Insofar as CRP. Nos.1692 & 1693 of 2018, challenging the rejection of objections of the draft sale deed and directing execution of sale deed, there is no merit in these revision petitions and these revision along with CRP. No.41 of 2017 are liable to be dismissed. CRP. No.1062 of 2025 is dismissed subject to the rights of the parties as decided in the



CRP.Nos.3546 of 2025 etc., batch

judgment and decree passed in S.A. Nos.94 & 157 of 2014, dated 06.03.2024.

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42. In fine, CRP. Nos.3546, 3548, 3549 & 3553 of 2025 are allowed and CRP. Nos.1692 & 1693 of 2018 and CRP. No.41 of 2017 are dismissed. Consequently, connected Miscellaneous Petitions in CMP. Nos. 277 of 2017 and 9317 of 2018 are dismissed and CMP. No.6110 of 2025 is closed. No costs.

09.01.2026

rkp
Neutral Citation Case : Yes
Internet: Yes
Index : Yes

To:
1. The Subordinate Judge, Poonamallee.
2. The III Additional District Judge,
Thiruvallur at Poonamallee.

P.B.BALAJI, J.

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CRP.Nos.3546 of 2025 etc., batch

**Pre-delivery order in
CRP. Nos.3546, 3548, 3549, 3553 and 1062 of 2025
and 1692 & 1693 of 2018 and 41 of 2017 and
CMP. Nos.277 of 2017, 9317 of 2018 and 6110 of 2025**

09.01.2026