

Suit is for specific performance :

The plaintiff's case in brief is as follows :

The defendant entered into an oral agreement with the plaintiff on 8.3.77 to sell her properties to the plaintiff for a sum of Rs. 2,000/- and received a sum of Rs. 250/- as an advance on the date itself and delivered possession of the suit properties as well as her prior title deed. A draft sale deed was prepared and read over to the defendant and then the original sale deed was written in the stamp papers. When the defendant was asked to sign the document, she has not responded properly. So the plaintiff issued a notice, in acknowledgement, through his counsel on 19.4.1977 which was refused by the defendant. The plaintiff has always been ready to pay the balance of sale price and as a matter of fact he has deposited it into court. Hence the suit.

The contentions in the written statement filed by the defendant are as follows :

She had never entered into an agreement with the plaintiff. She did not know the plaintiff at all. The defendant was in need of money. She approached one Krishnan, who was known to her, for a loan of Rs. 1,500/- on othi in the first week of March 1977. Krishnan told her that he would arrange for a loan on othi if she would give him the original title deeds. The defendant handed over the original title deeds to him. Krishnan came back to her after 10 days and informed her that he had made arrangement for a loan of Rs. 1,500/- on othi with some person known to him and gave a sum of Rs. 250/- to her towards advance. Thereafter he has not turned up. The said Krishnan is the father of the plaintiff. The plaintiff took advantage of the possession of the original title deeds and the illiteracy of the defendant,

colluding with his father Krishnan to create a false and invalid sale deed to take away the properties of the defendant at the lowest price. As a matter of fact, the value of the properties of the defendant at the lowest price. As a matter of fact, the value of the properties is worth about Rs. 7,000/-. She never entered into an oral agreement with the plaintiff and she never received a sum of Rs. 250/- as advance. She denied that she delivered possession of lands and the original title deeds. Hence the suit deserves to be dismissed with costs.