

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.08.2016

CORAM

THE HONOURABLE MR. JUSTICE M.M.SUNDRESH

C.S.No.866 of 2013

Purasawakam Santhatha Sanga Nidhi Ltd.,
Rep. by its Director-Trustee,
Sri.N.Sankaranaryanan
No.49 (Old No.47) Vellala Street,
Purasawakam,
Chennai - 600 084.

... Plaintiff

vs.

1.M.T.P.Saboora Mohamed
2.A.Mohamed

... Defendants

Civil Suit is filed under Order VII Rule 1 of the Civil Procedure
Code r/w Order IV Rule 1 of Original Side Rules.

For Plaintiff : Mr.V.Raghupathi

For Defendants : Mr.A.Thiagarajan (No appearance)

JUDGMENT

This suit is filed for the following reliefs:

(a)Directing the defendants 1 and 2 to pay the entire loan amount
of Rs.35,54,815.55 to the plaintiff immediately.

(b)To direct the defendants 1 and 2 to pay interest at the rate of

24% per annum for the amount of Rs.35,54,815.55 from the date of filing of this case till the date of realization.

(c)directing the defendant to pay to the plaintiff the cost of the suit; and

(d)grant such further orders.

2.The plaintiff is a Mutual Benefit Company registered under the Companies Act, 1956. The first defendant is said to have approached the plaintiff for loan. Accordingly loan was granted in favour of the defendants being the wife and the husband and deed of mortgage was executed by the defendants in favour of the plaintiff on 09.01.1996 which was registered as Document No.59/1996. As the defendants did not paid the amount, a legal notice was issued on 26.07.2009. But the defendants did not choose to reply the legal notice. Thereafter, the present suit has been filed for recovery of money.

3.Despite notice having been served and vakalat having been filed, none appears on behalf of the defendants.

4.Before the learned Master, the Manager of the Plaintiff examined

himself and deposed in tune with the proof affidavit filed. Ex.P1 is the authorization letter dated 18.02.2016, Original encumbrance certificates have been marked as Ex.P2, Ex.P3 is the loan application and Ex.P4 is the mortgage deed executed by the defendants. The acknowledgment cards of legal notices issued were marked as Ex.P9. The legal notice dated 02.07.2006 sent by the learned counsel for the plaintiff to the defendants was marked as ExP13 and the acknowledgment cards were marked as Ex.P14. In total, the plaintiff filed 20 documents which are marked as Ex.P1 to Ex.P20.

5.On perusal of the above said documents, this Court is of the view that the suit is liable to be decreed as prayed for. Having obtained loan and executed the mortgage deed, the defendants cannot wriggle out of the contractual obligation.

6.Accordingly, the suit stands decreed as prayed for. No order as to costs.

22.08.2016

Index:Yes/No
cse

M.M.SUNDRESH, J.
cse

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