



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 12.10.2018

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

C.R.P.(MD).No.1820 of 2018 and
C.M.P.(MD)No.7960 of 2018

J.Sweety Angeline Mercy ... Petitioner/2nd Respondent/
2nd Respondent

Vs.

1. M/s.Shri Ram City Union Finance Limited,
Through his Branch Manager,
D.K.S.Tower, 2nd Floor,
Cumbum Road, Palani Chettipatti,
Theni. ... 1st Respondent/
Petitioner/Claimant
2. G.Ananda Mariyappan
3. A.Jansi Rani
4. V.Chinnakalai ... Respondents 2 to 4/
Respondents 1, 3 & 4/
Respondents 1, 3 & 4
5. The Assistant Educational Officer,
Aundipatti,
Theni District.
6. The Forest Range Officer,
Social Forestry Range,
Theni, Theni District. ... Respondents 5 & 6/
Respondents 5 & 6

PRAYER : Civil Revision Petition is filed under Article 227 of the Constitution of India, to allow the above Civil Revision petition by setting aside the fair and decreetal order dated 26.04.2018 passed in E.P.No.54 of 2016 in A.C.P.No.1347 of 2010 on the file of the Sub Court, Theni.

For Petitioner : Mr.R.Vijayakumar,
for Mr.P.Sivachandran.
For R-1 : Mr.J.Barathan,
for M/s.T.R.Jeyapalam.
For R-5 & R-6 : Mrs.S.Srimathy,
Special Government Pleader.

O R D E R

The Revision petitioner had guaranteed repayment of the loan availed by her principal borrower, namely, the second respondent herein. Since the borrower committed default, the first respondent finance Company initiated arbitral proceedings before the sole Arbitrator. The Arbitrator passed an award in favour of the first respondent which was put into execution. In the execution proceedings, the attachment was ordered and deduction was ordered to be made from the salary of the Revision petitioner herein. Questioning the aforesaid order passed against the garnishee, this Civil Revision petition has been taken out.

2. Heard the learned counsel on either side.

3. The finance Company/first respondent has filed an affidavit before this Court offering one time settlement. If the Revision petitioner pays a sum of Rs.3,60,000/- on or before 30.11.2018, the finance Company would be willing to close the entire accounts. If the Revision petitioner do not pay the entire amount before the said stipulated date, the finance Company would be entitled to proceed with E.P. and execute the award passed in their favour.

4. I am of the view that the aforesaid proposal is eminently reasonable. Therefore, the Revision petitioner is directed to pay the said amount of Rs.3,60,000/- (Rupees Three Lakhs and Sixty Thousand only) on or before 31.12.2018 towards full and final settlement. Till then the execution proceedings as well as the order passed therein will be put on hold. If the Revision petitioner failed to make the payment within the aforesaid date, the order passed in this Civil Revision petition will stand recalled and the Civil Revision petition will stand dismissed.

5. It is made clear that no circumstance, this Court will entertain the application for extension of time. It is seen that the Revision petitioner is only a guarantor. After she liquidates the liability of the principal, it is open to the surety to proceed against the principal. This is the statutory mandate set out in Section 140 of the Indian Contract Act, 1872. Therefore, after the Revision petitioner satisfying the liability of the second respondent, the Revision petitioner is given liberty to proceed against the second respondent.

6. The Civil Revision petition stands disposed of, accordingly. No costs. Consequently, connected Miscellaneous petition is closed.

Sd/-

Assistant Registrar(CS-II)

/True Copy/



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The Subordinate Judge,
Theni.

1 CC TO Mr.M/s.T.R.Jeyapalam. , ADVOCATE IN SR No.90703
: 1 CC TO Mr.P.Sivachandran. , ADVOCATE IN SR No.90907.

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