

The Hon'ble Sri Justice C.V.Nagarjuna Reddy

and

The Hon'ble Sri Justice D.V.S.S.Somayajulu

Civil Revision Petition No.937 of 2018

Dated 09.04.2018

Between:

K.Venkat Rao

... Petitioner

and

Shri Ram Chits Private Ltd.,
Rep. by its Divisional Manager & GPA Holder
T.Parameshwara Rao and 3 others

...Respondents

Counsel for the Petitioner:

**Ms.S.Sridevi
for Mr.B.Siva Prasad**

Counsel for respondent No.1:

Mr.Maheswara Rao Kuncham

The Court made the following:



Order: (per Hon'ble Sri Justice C.V.Nagarjuna Reddy)

This Civil Revision Petition is filed against Order, dated 31-01-2018, in EP.No.558 of 2014 on the file of the Court of the III Senior Civil Judge, City Civil Court at Secunderabad, whereby it has ordered attachment of salary of the petitioner, who is judgment debtor No.3.

It is not in dispute that the petitioner stood as a surety to the loan secured by respondent No.2 and that an arbitration award was passed against respondent No.2 and the sureties including the petitioner. As neither the principal borrower nor the sureties repaid the amount under the award, respondent No.1- decree holder filed EP.No.558 of 2014 for attachment of the salaries of the petitioner, who is judgment debtor No.3, and that of respondent No.3, who is judgment debtor No.2.

As the salary of respondent No.3 was already attached, the salary of the petitioner was also directed to be attached by the aforementioned order.

The only submission advanced by the learned Counsel for the petitioner is that his client stood as a surety in two loan transactions of recent times; that in connection with one loan transaction, his client has already discharged the EP amount; and

that therefore, there is no justification in attaching his salary in connection with the present EP viz., E.P.No.558 of 2014.

The fact that the petitioner stood as a surety for the loan obtained by respondent No.2 is not in dispute. As the petitioner's liability as a surety is coextensive with that of the principal borrower under Section 128 of the Indian Contract Act, 1872, respondent No.1- decree holder is entitled to recover the debt amount from any of the judgment debtors whose liability is joint and several. The mere fact that the petitioner has discharged the debt amount in connection with another loan transaction pertaining to a different principal borrower does not absolve him of his liability in the present case. Therefore, we do not find any merit in this Civil Revision Petition and the same is, accordingly, dismissed.

As a sequel to dismissal of the Civil Revision Petition, IA.No.1 of 2018, filed by the petitioner for interim relief, is disposed of as infructuous.

(C.V.Nagarjuna Reddy, J)

(D.V.S.S.Somayajulu, J)

Date: 09-04-2018
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