IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 26.08.2019

Coram

The Honourable Mr.Justice KRISHNAN RAMASAMY

C.S.(Comm. Div)No.164 of 2019

K.Jayaraman
New No.23, Sait Colony, 2nd Street,
Egmore, Chennai 600 008. ...Plaintiff

Versus

J.Abdul Lathif
S/o. Jagubar
No.2, Melpadi Muthu Naicken Street,
Nungambakkam, Chennai – 600 034
Also at
1C, 1st Floor, Hari Manson,
J.P Avenue, Dr. Radhakrishnan Road,
Mylapore, Chennai – 600 004. ...Defendant

This Civil Suit is filed under Order XXXVII Rule 1 of Civil Procedure Code r/w Order IV Rule 1 of Madras High Court Original Side Rules, 1956, for a judgment and decree, as against the defendants for

(a) for a direction to the defendant to pay the plaintiff, a sum of Rs.1,88,00,000/- being the principal sum with interest a sum of Rs.4,14,000/- and with further interest at 12% p.a. on the principal amount from the date of plaint till the date of realisation and costs of the suit.

For Plaintiff : Mr. K.N.Nataraaj

For Defendant : Mr.Infant Dinesh

J U D G M E N T

The present Civil Suit has been filed by the plaintiffs, seeking for the relief, as stated in the prayer portion of this judgment.

2. The learned counsel for the plaintiff submitted that the plaintiff is a Financier, and he arranges funds from near and dear for the needy people in the economic World. The plaintiff was also a Producer and Distributor in Tamil inema in olden days. During the course of business, he met the defendant and on the request of the defendant, the plaintiff lent money for the purpose of promoting the business of the defendant.

2.1 The learned counsel for the plaintiff further submitted that the loan money to the defendant was made through RTGS to the defendant's account No.900097 held with Tamil Nad Mercentile Bank Ltd on various dates as mentioned hereunder.

S.No.	*Date*	*RTGS transferor*	*Transferee*	*Amount Rupees*
1.	01/11/2016	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
2.	25/11/2016	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
3.	23/12/2016	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
4.	23/12/2016	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
5.	26/12/2016	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
6.	27/12/2016	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	2,50,000
7.	27/01/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
8.	30/01/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
9.	31/01/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	10,00,000
10.	22/01/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
11.	15/03/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	2,00,000
12.	16/03/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	2,50,000

Therefore, the total amount paid by the plaintiff to the defendant as on 16/03/2017 is Rs.75,00,000/- that has been carried over to the next financial year.

2.2 The plaintiff's counsel further furnished the details of payment made to the defendant by the plaintiff during the period 01/04/2017 to 31/03/2018 as mentioned hereunder:

S.No.	***Date***	***RTGS transferor***	***Transferee***	***Amount Rupees***
1.	04/04/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
2.	20/04/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
3.	12/05/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
4.	22/05/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	4,00,000
5.	06/06/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	21,00,000
6.	21/08/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
7.	12/09/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	21,00,000
8.	28/12/2017	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
9.	25/01/2017	Union Bank of	J.Abdul Lathif with	5,00,000

		India account of K.Jayaraman	TMB	

Therefore, the total amount paid during the financial year 2017-2018 is Rs.76,00,000/- in addition to the amount already paid, viz., a sum of Rs.75,00,000/- during the financial year 2016-2017.

2.3 The plaintiff's counsel further submitted the details of repayment of loan by the defendant, which are mentioned below:

S.No.	***Date***	***RTGS transferor***	***Transferee***	***Amount Rupees***
1.	09/05/2017	J.Abdul Lathif with TMB	Union Bank of India account of K.Jayaraman	1,00,000
2.	14/06/2017	J.Abdul Lathif with TMB	Union Bank of India account of K.Jayaraman	1,00,000
3.	08/08/2017	J.Abdul Lathif with TMB	Union Bank of India account of K.Jayaraman	4,00,000
4.	29/12/2017	J.Abdul Lathif with TMB	Union Bank of India account of K.Jayaraman	1,00,000
5.	24/01/2018	J.Abdul Lathif with TMB	Union Bank of India account of K.Jayaraman	1,00,000

Therefore, the total amount repaid by the defendant as on date as per the details furnished herein above is a sum of Rs.8,00,000/-. At this stage, it is relevant and appropriate to mention that the interest part of the account is reconciled and settled, which includes the deduction of TDS on the interest paid. Ergo, there is no controversy with regard to quantum of interest and its settlement.

2.4 The plaintiff's counsel further submitted that details of amount paid to the defendant during the financial year 2018-19, which are mentioned hereunder:

S.No.	*Date*	*RTGS transferor*	*Transferee*	*Amount Rupees*
1.	14/06/2018	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	7,00,000
2.	05/07/2018	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	3,65,000
3.	01/08/2018	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000
4.	24/08/2018	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	15,00,000
5.	12/10/2018	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,35,000
6.	12/11/2018	Union Bank of	J.Abdul Lathif with	2,00,000

		India account of K.Jayaraman	TMB	
7.	20/12/2018	Union Bank of India account of K.Jayaraman	J.Abdul Lathif with TMB	5,00,000

Summary of payment and repayment:

Amount paid from 01/11/2016 to 16/03/2017 = Rs.75,00,000/-

Amount paid from 04/04/2017 to 25/01/2018 = Rs.76,00,000/-

Amount paid from 14/06/2018 to 20/12/2018 = Rs.43,00,000/-

Total = Rs.1,94,00,000/-

Repayment made by defendant from 09/05/2017 to 24/01/2018 is Rs.8,00,000/-

The balance due to be paid by the defendant to the plaintiff on the principal is Rs.1,86,00,000/-.

2.5 The learned counsel for the plaintiff submitted that the defendant paid towards the interest on the principal amount on various dates to the tune of Rs.16,51,000/- and he has deducted 10% on interest and paid a sum of Rs.1,65,100/-. It was agreed mutually between the parties to the proceedings that 12% interest will be charged annually and the accounts will be settled thereon. Of course, necessary documentation will also be done simultaneously.

2.6 The plaintiff's counsel further submitted that the interest is calculated only on a month of 30 days, fractions of month are ignored. The rate of interest is 12%. The defendant is liable to pay interest for the amount borrowed from 14.06.2018 to 20.12.2018, up-to-date and the details are also furnished hereunder as on 20.12.2018:

S.No.	*Date*	*Amount Paid Rupees*	*Rate of Interest*	*Interest due Rupees*
1.	14.06.2018	7,00,000	12%	43,036
2.	05.07.2018	3,65,000	12%	19,800
3.	01.08.2018	5,00,000	12%	23,014
4.	24.08.2018	15,00,000	12%	1,01,589
5.	12.10.2018	5,35,000	12%	11,961
6.	12.11.2018	2,00,000	12%	2,498
7.	21.12.2018	5,00,000	12%	-

Total amount paid by the plaintiff to the defendant during the financial year 2018-2019 is Rs.43,00,000/-. Interest due on the said amount as on 20.12.2018 is Rs.2,01,899/-. Therefore, the learned counsel for the plaintiff submitted that the total outstanding liability of the defendant to the plaintiff is a sum of Rs.1,86,00,000/- towards principal and a sum of Rs.2,01,899/- towards interest on the sum of advance from 14.06.2018 to 20.12.2018. The plaintiff's counsel admits the fact that the revised interest for the money lent during the year 2016 upto the year 2017 and for the money lent on 25.01.2017 a sum of Rs.5,00,000/-.

2.7 The plaintiff's counsel in support of his case, he has also filed the document No.1/promissory note dated 01.11.2016 and document No.2 / cheque drawn from Tamil Nad Mercentile Bank Ltd. Further, the plaintiff has filed two more promissory notes dated 31.03.2017 and 31.03.2018 along with cheques drawn on Tamil Nad Mercentile Bank Ltd, as document Nos. 4 and 6. The plaintiff has also file one other promissory note, as Document No.7 dated 20.12.2018 along with the cheque drawn in favour of the plaintiff for a sum of Rs.1,88,00,000/- as Document No.8.

2.8 Further, the learned counsel submitted, this Court by order dated 13.03.2019 directed the defendant to file the written statement within 30 days from 11.03.2019. However, till date, the defendant has not chosen to file any written statement or appear before this Court with an application seeking to grant leave to file written statement. Therefore, the plaintiff contended there is no defence available to the defendant, as they have not come forward to defend the case and the counsel has also referred to the provisions of Order XXXIX Rule 3 CPC in this regard.

2.9 By referring the above documents, the plaintiff's counsel submitted that the defendant admitted his liability not only through single document, and therefore, by virtue of the documents marked vide serial No.1 to serial No.8, annexed with the typed set of papers filed in support of the Suit, the defendant admitted his liability and hence he is liable to pay Rs.1,88,00,000/- as principal and interest of sum of Rs.4,00,000/- with further interest of 12% per annum on the principal amount from the date of claim till the date of realisation and cost of suit.

3. This Court perused the averments made in the plaint and also in Document No.1 to 8 as described in the typed set of papers filed in support of the Suit. This Court is of the view that the defendant has clearly acknowledged its outstanding liability towards the plaintiff, and hence, he is liable to pay Rs.1,88,00,000/- towards principal, and, in view of the agreement entered into between the parties, the plaintiff is entitled for the interest as prayed for in the suit. Hence, the plaintiff has proved the suit claim. Accordingly, the plaintiff is entitled to the decree prayed for.

4. In the result, this suit is decreed as above with costs.

26.08.2019

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KRISHNAN RAMASAMY, J.,

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