

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 07.12.2020

DELIVERED ON : 21 .12.2020

CORAM

THE HONOURABLE MRS. JUSTICE S.KANNAMMAL

C.S.No.616 of 2013

Mr.G.Venugopal,
S/o.R.Govindan,
No.19, Bharathy Street,
NGO Nagar Extension,
Ponneri-601 204

... Plaintiff

Versus

Mr.S.K.Hussain,
S/o.Mr.Emam Sahib,
Managing Director, Neon Homes P.Ltd.,
Flat No.1 & 2, Asian Flats,
Door No.12, (Old No.17-A),
Parthasarathypuram,
T.Nagar, Chennai-600 017.

... Defendant

PRAYER: Plaint filed under order VII Rule 1 of the Code of Civil Procedure read with order IV Rule 1 of the Original Side Rules praying to pass a judgment and decree against the defendant.

a) Directing the defendant to pay the plaintiff a sum of Rs.2,22,36,000/- (Rupees Two Crore Twenty Two Lakhs and Thirty Six Thousand only) with 24 % of subsequent interest on the principal amount of

Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only) from the date of plaint till the date of realization of the amount.

b) Directing the defendant to pay the plaintiff the costs of the suit.

For Plaintiff : Mr.S.Nambi Arooran

For Defendant : No appearance

J U D G M E N T

The suit has been filed by the Plaintiff seeking for the following reliefs;

a) Directing the defendant to pay a sum of Rs.2,22,36,000/- (Rupees Two Crore Twenty Two Lakhs and Thirty Six Thousand only) along with the subsequent interest of 24 % there on from the date of plaint till the date of realisation of the amount.

b) Directing the defendant to pay the plaintiff the costs of the suit.

2. The case of the Plaintiff in brief is as follows:

2.1. The defendant is the Managing Director of M/s.Neon Homes Pvt.Ltd., and engaged in real estate business and allied businesses. The defendant is a close friend of plaintiff's father-in-law and by that way he got the acquaintance of plaintiff. The defendant sought financial help from the plaintiff for the purchase of lands at Guruvindapudi Village & Cherukumudi

Village (Kommalapudi Gram Panchayat) in Nellore District. On 15.02.2010 the plaintiff gave a sum of Rs.1,50,00,000/-(Rupees One Crore Fifty Lakhs only) to the defendant. The defendant issued two cheques on 15.02.2010 and 15.03.2010 respectively each for a sum of Rs.75,00,000/- drawn on HSBC Premier Bank. The defendant promised to pay the plaintiff within a period of three months with interest at the rate of 24%. When the plaintiff demanded the repayment to the defendant after three months period, the defendant sought time for repayment of the entire dues. Thereafter, the plaintiff was constrained to present the above said two cheques for collection in HDFC Bank Ltd., Chennai. Both the cheques were returned with remarks "Insufficient Funds". The plaintiff approached the defendant. But the defendant has been evading repayment.

2.2. On 01.01.2012, the defendant called the plaintiff over his mobile phone and informed that he will be meeting the plaintiff on 03.01.2012. On 03.01.2012, the defendant gave a letter requesting time for repayment of the loan. But he did not repay the amount. Hence the present suit.

3. Earlier, the defendant was served with the suit summons, but he has not chosen to appear before this Court and no written statement was filed on behalf of him. Consequently, this Court set the defendant as ex parte by an order dated 10.02.2017.

4. In order to substantiate plaintiff's claim, Mr.G.Venugopal was examined as P.W.1 and through him the returned cheques, cheques returned memos from bank, copy of legal notice, returned RPAD with postal endorsement "Left without intimation" and letter of acknowledgment by defendant dated 03.01.2012 were marked as Exs.P1 to 7 respectively.

5. Perused the pleadings, evidence and documents available on record. The defendant has not chosen to appear before this Court to disprove the contentions of the plaintiff and he was set ex-parte. Since the defendant remained absent the evidence of P.W.1 is not tested with cross examination and remains unchallenged. While there is no contra evidence available to disprove the contention of the plaintiff, this Court, concludes that the plaintiff is entitled to the reliefs prayed for by him.

6. Resultantly, the suit is decreed as prayed for with costs.

List of Witnesses examined on the side of the plaintiff:

PW1-Mr.G.Venugopal

List of Exhibits marked on the side of the plaintiff:

Sl.No	Exhibits	Description	Dated
1.	Ex.P1	Cheque No.148608 dated 15.02.2010 for Rs.75,00,000/-	15.02.2010
2	Ex.P2	Cheque No.148609 dated 15.03.2010 for Rs.75,00,000/-	15.03.2010
3	Ex.P3	Cheque Return memo issued by Bank	14.08.2010
4	Ex.P4	Cheque Return Memo issued by Bank	09.09.2010
5	Ex.P5	Legal notice issued by the plaintiff to the defendant through his counsel	08.11.2011
6	Ex.P6	Returned RPAD with postal endoresement "Left without intimation"	
7	Ex.P7	Letter of acknowledgment given by defendant	03.01.2012

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21.12.2020

Index:Yes/No
Internet: Yes/No
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S.KANNAMMAL,J.

Mpa



**Pre Delivery Judgment in
C.S.No.616 of 2013**

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Pre Delivery Judgement in C.S.No.616 of 2013

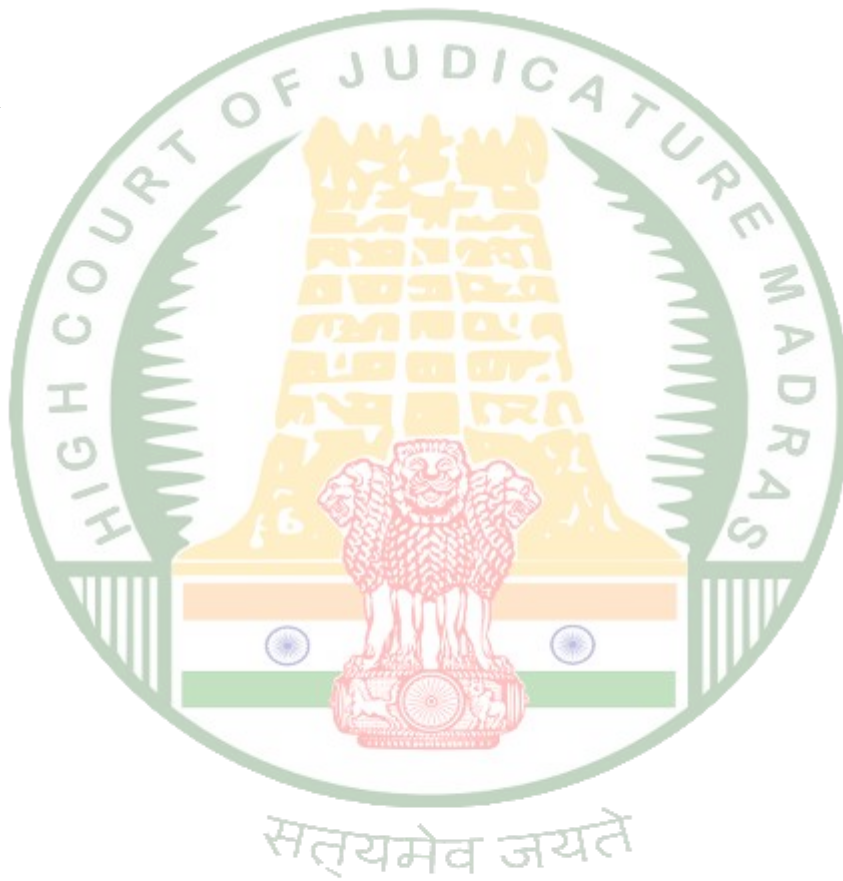
To

The Hon'ble Mrs.Justice S.KANNAMMAL

From

M.Praveena

P.A



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