

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 14.12.2020

PRONOUNCED ON : 18.12.2020

CORAM:

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

CRP(NPD)No.1560 of 2016

CMP.No.8428 of 22016

(Through Video Conferencing)

1. N.V.Chakrapani
2. C.Jothi

Petitioners

Vs

M/s.Rapajawasa Finance Mart, represented by its
Proprietrix, A.Fathima, Chennai-2

Respondent

Prayer:- This Civil Revision Petition has been filed, under Section 227 of the Constitution of India, against the order dated, 10.02.2016, made in IA.No.3688 of 2015 in OS.No.6096 of 2014, by the XVII Assistant Judge, City Civil Court, Chennai.

For Petitioner : Mr.K.M.Appaji

For Respondent : Mr.Magesh Kumar

ORDER

1. This Civil Revision Petition has been filed, against the order dated, 10.02.2016, made in IA.No.3688 of 2015 in OS.No.6096 of 2014, by the XVII Assistant Judge, City Civil Court, Chennai.
2. The facts of the case are that the Defendants are the Petitioners. The Plaintiff is the Respondent. The suit was filed for recovery of money based on loan agreements and promissory notes. Since the said IA filed by the

Defendants, seeking leave to defend the case was dismissed, by the impugned order, this Civil Revision Petition has been filed by the Defendants.

3. This court heard the learned counsel on either side and considered their submissions and also carefully perused the materials placed on record.

4. According to the Petitioners, the Plaintiff Company is a fictitious Company and the Plaintiff had never issued the cheques in question in favour of the Defendants, but by forgery, the amount was encashed and the contentions raised in the Leave Petition are triable issues in nature. Per contra, it is the stand of the Respondent that having executed the promissory notes for the amount advanced, the Petitioners are not entitled to defend the suit.

5. In this case, it is relevant to refer to Ex.R7, which is the letter dated, 23.08.2013, sent by the 1st Petitioner to the Respondent, wherein he has stated as under:-

“As per the agreement signed by me I will start repaying principal and interest from Sep.2013 onwards towards my total due mentioned in the earlier agreement.”

6. Ex.R8 is the legal notice, dated 9.1.2014 sent by the Respondent to the Petitioners, calling upon them to repay the loan amount. Ex.R10 is the another legal notice, dated 17.02.2014, calling upon them to repay the loan amount. Ex.R12 is the reply sent by the Petitioners, dated 5.3.2014, acknowledging the receipt of Ex.R8 and Ex.R10 and stating that the matter will be settled shortly.

7. Having admitted in Ex.R7 the borrowal of the amount, at this stage, the

Petitioners cannot file a petition, seeking to defend the case. Considering the same, the court below has rightly rejected the claim of the Petitioners, by the impugned order, which warrants no interference by this Court. Further, this Court finds no valid reason to allow this Civil Revision Petition and hence, it is to be dismissed.

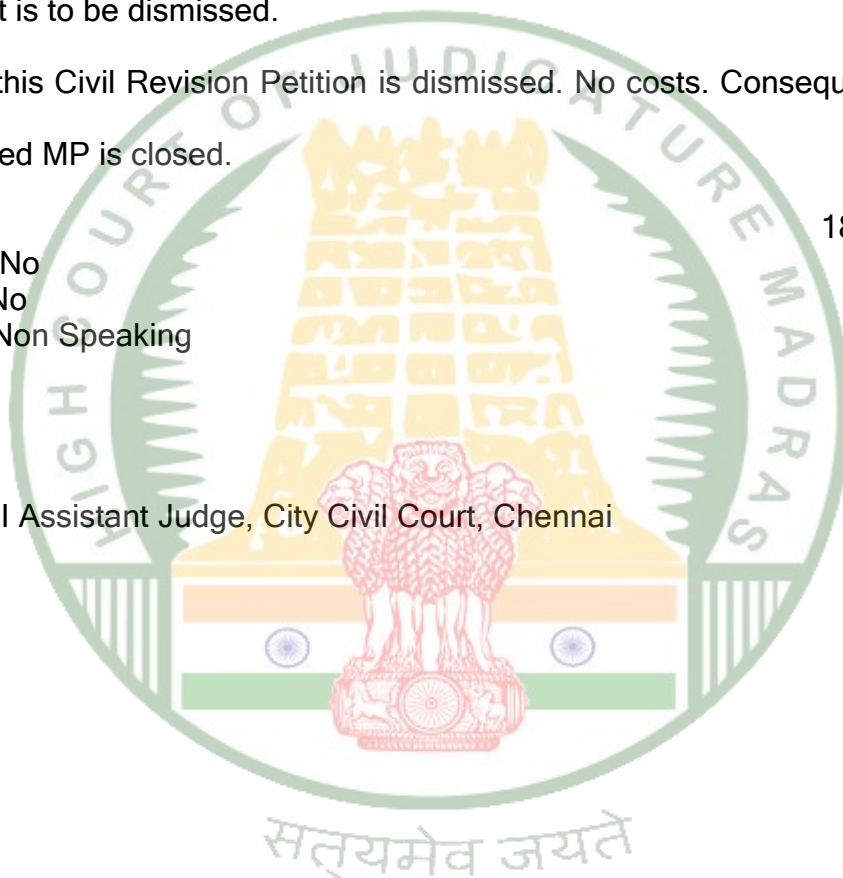
8. In fine, this Civil Revision Petition is dismissed. No costs. Consequently, the connected MP is closed.

18.12.2020

Index:Yes/No
Web:Yes/No
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To

1. The XVII Assistant Judge, City Civil Court, Chennai

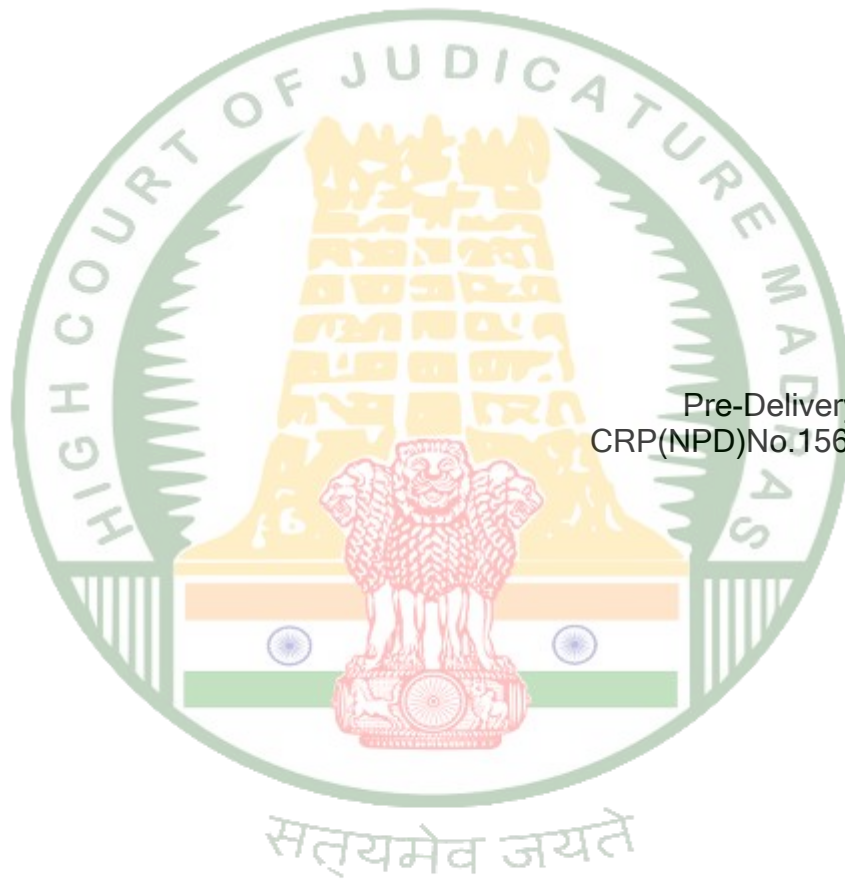


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CRP(NPD)No.1560 of 2016

A.A.NAKKIRAN, J.

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Pre-Delivery Order in
CRP(NPD)No.1560 of 2016

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