



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

WEDNESDAY, THE 05TH DAY OF JANUARY 2022

THE HON'BLE MR. JUSTICE N. SESHASAYEE

C.S.No. 727 of 2010

Mr. G. Natrajan,
No.283, T.T.K.Road,
Alwarpet, Chennai – 18.

... Plaintiff

-Vs-

1. Mr. Jayakumar Johnson,
No.7, Vinayakar Koil Street,
Ayyavo Naidu Colony,
Aminjikarai,
Chennai – 600 029.

2. Mr. G. Gopalakrishnan,
Representing as Power of Attorney Holder of
Mr. Jayakumar Johnson,
Plot No.950, 39th Street,
TNEB, Korattur, Chennai – 80.

... Defendants

Civil Suit praying that this Hon'ble Court be pleased to pass a Judgment and decree against the defendants and in favour of the Plaintiff.

a) To direct the Defendants to pay the Plaintiff a sum of Rs.1,91,07,000/- interest at 24% P.A. on Rs.49,50,000/- from the date of plaint till the date of realization within a date fixed by this Hon'ble Court in respect of the Mortgage amount.

b) In Default order for the sale of the Mortgage property (More fully



described in the Schedule) and to adjust the same after defraying the expenses of the sale towards the amount due under the decree.

c) In case of deficiency pass a personal decree against the Defendant for the short fall.

d) Pay the cost of this Suit.

This Civil suit coming on this day before this Court for hearing through Video Conference in the presence of K.P.Sanjeev Kumar, Advocate for the plaintiff herein and the defendant herein not appearing in person or by advocate and the said defendant herein having been set ex-parte and upon reading the plaint filed herein and the other exhibits therein referred to and upon perusing the evidence adduced therein and this Court having observed that the plaintiff has establishment his entitlement to receive the suit claim, **It is ordered and decreed as follows :-**

That the defendants herein, do pay to the plaintiff herein, a sum of Rs.3,27,61,134/- (Rupees Three Crores Twenty Seven Lakhs Sixty One Thousand One Hundred and Thirty Four only) with further interest at the rate of 24% p.a. on the sum of Rs.49,50,000/- (Rupees Forty Nine Lakhs Fifty Thousand only) from this date till the date of realisation.



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2. That the defendants herein, do pay to the plaintiff herein, the costs of this suit as and when taxed by the taxing officer of this Court and noted in the margin thereof.

WITNESS THE HON'BLE MR. JUSTICE MUNISHWAR NATH BHANDARI, ACTING CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE 05TH DAY OF JANUARY 2022.

Sd/-

ASSISTANT REGISTRAR (O.S. I)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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ED
23.03.2022

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C.S.No. 727 of 2010

DECREE

DATED : 05.01.2022

THE HON'BLE MR. JUSTICE
N. SESHASAYEE

FOR APPROVAL : 30.03.2022

APPROVED ON : 07.04.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.01.2022

CORAM

THE HONOURABLE MR.JUSTICE N.SESHASAYEE

C.S.No.727 of 2010

G.Natrajan

.. Plaintiff

/versus/

1.Jayakumar Johnson

2.G.Gopalakrishnan

Representing as Power of Attorney Holder of
Jayakumar Johnson

.. Defendants

Prayer: Civil Suit has been filed under Order IV, Rule 1 of the Original Side Rules read with Order VII, Rule 1 C.P.C., praying to pass a judgment and decree against the defendants and in favour of the plaintiff :

(a) To direct the defendants to pay the plaintiff a sum of Rs.1,91,07,000/- interest at 24% p.a on Rs.49,50,000/- from the date of plaint till the date of realization within a date fixed by this Hon'ble Court in respect of the Mortgage amount.

(b) In default order for the sale of the Mortgage property [More fully described in the schedule] and to adjust the same after defraying the expenses of the sale towards the amount due under the decree

(c) In case of deficiency pass a personal decree against the defendant for

the short fall

(d) Pay the cost of this suit



(e) Pass such further or other order, as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : Mr.K.P.Sanjeev Kumar

J U D G M E N T

(The case has been heard through Video Conferencing)

The suit is for recovery of mortgage money. The plaintiff has laid a suit for recovery of sum of Rs.49,50,000/- along with past interest at 24% per annum cumulatively a sum of Rs.1,91,07,000/- with future interest at the same rate.

2. According to the plaintiff, between 06.11.1997 to 30.03.1998 he had advanced various amounts totalling Rs.49.50 lakhs on nine different occasions. Of them, on five occasions, the amounts were lent through cheques drawn either on his banker M/s.Indian Overseas Bank or his Banker M/s.Standard Chartered Bank. On 18.06.1998, the entire transactions were acknowledged by the defendants in his communication addressed to the plaintiff. Subsequently on 18.06.1998, he executed a promissory note for a sum of Rs.49.50 lakhs payable with interest at 24% per annum.

Subsequently, to secure the debt, the defendants created an equitable mortgage, vide a letter of deposit of title deed dated 22.07.1998. The title



deed itself is dated 16.07.1979. As the defendants did not repay the loan amount despite a legal notice issued on him dated 04.05.2010, the suit is laid.

3. The defendants remained ex parte. The plaintiff examined himself as P.W.1 and produced 12 documents and they were marked as Ex.P1 to Ex.P12. Of them, Ex.P.1 is a title deed over which an equitable mortgage is created vide Ex.P3, letter of deposit of title deed dated 22.07.1998. The promissory note referred to above was marked as Ex.P10 and letter of the defendants dated 18.06.1998 is marked as Ex.P11. The Bank statements which show the payment of five amounts is marked as Ex.P12 series.

4. This Court perused the plaint and perused Ex.P11/communication from the defendants to the plaintiff, wherein the plaintiff has paid various amounts totalling Rs.49,50,000/- and the details are extracted hereunder :

Sl.No.	Date	Mode of Payment	Amount
1.	06.11.1997	Cash	1,50,000
2.	10.11.1997	Cheque drawn on IOB	2,20,000
3.	28.11.1997	Cheque drawn on Standard Chartered Bank	5,00,000
4.	23.12.1997	Cash	16,30,000
5.	26.12.1997	Cheque drawn on IOB	7,50,000
6.	26.12.1997	Cheque drawn on Standard Chartered Bank	5,00,000
7.	26.12.1997	Cheque drawn on Standard	5,00,000



Sl.No.	Date	Mode of Payment	Amount
		Chartered Bank	
8.	17.01.1998	Cash	2,00,000
9.	30.03.1998	Cash	5,00,000

5. This Court also verified five transactions made through the Banks in Ex.P12/statement of accounts. In the Bank Statements in Ex.P12 reflects the Bank transactions as stated in Ex.P11.

6. This Court holds that the plaintiff has established his entitlement to receive the suit claim as prayed for.

7. The suit is decreed with cost and the defendants are directed to pay the sum of Rs.1,91,07,000/-, which is made to the principal sum of Rs.49,50,000/- with accrued past interest of Rs.1,41,57,000/- calculated on the principal sum at 24% per annum, as well as future interest from the date of the suit on the principal sum at the said rate of 24% per annum.

Sd./-N.S.S.J.,
05.01.2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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