



C.R.P.No.2569 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.12.2022

CORAM

THE HON'BLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

C.R.P.No.2569 of 2016
and C.M.P.Nos.13144 of 2016 and 9221 of 2017

I.A.R.Ghazali,
Carrying on business in the name &
Style of RAUF LEATHERS
As Proprietor,
5/42, South Avenue Street,
Kamarajar Nagar,
Thiruvannamur, Chennai-41. .. Petitioner
Vs.

M.Siddique,
Proprietor,
FARHAND INTERNATIONAL
Represented by Power of Attorney,
S.Abdul Gafoor. .. Respondent

Prayer:- Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order and decree dated 29th July, 2016 made in I.A.No.5629 of 2015 in O.S.No.2089 of 2015 passed by the learned VI Assistant City Civil Court, Chennai.

For Petitioner : Mr.S.Haja Mohideen Gisthi
For Sole Respondent : Mr.M.Murali
for Mr.I.Mohammed Faizal



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ORDER

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This Civil Revision Petition has been filed to set aside the order and decree dated 29th July, 2016 made in I.A.No.5629 of 2015 in O.S.No.2089 of 2015 passed by the learned VI Assistant City Civil Court, Chennai, thereby directed the petitioner to furnish the security towards the value of the goods supplied at Rs.6,76,117/-.

2. Heard, Mr.S.Haja Mohideen Gisthi, learned counsel appearing for the petitioner and Mr.M.Murali, learned counsel appearing for the respondent.

3. The petitioner is the defendant in the suit filed by the respondent for recovery of money. The case of the respondent is that the petitioner is doing business in the leather industry as proprietor, in the name and style of Rauf Leathers. The petitioner had approached the respondent for supply of goat skins in the year 2013 and also placed orders. On the basis of the order and as per the agreed terms and conditions the respondent had supplied goat skin for the value of Rs.6,76,117/- to the petitioner. It was also duly received, signed and acknowledged by the petitioner. Thereafter, in order to settle the said amount, the petitioner issued cheque for the said sum. Thereafter, he also borrowed a sum of



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Rs.2,00,000/- from the respondent. However, the petitioner failed to settle the entire amount and as such the respondent filed a suit for recovery of money.

4. Pending suit, the respondent filed an application to furnish the suit schedule property as security for the said amount and for the attachment of the suit property before Judgment, in case if the defendant fails to furnish security. The petitioner had admitted the fact that he had received the goods from the respondent for the value of Rs.6,76,117/-. However, he denied the loan amount of Rs.2,00,000/- which was borrowed from the respondent herein. However, there was some defects in the goods supplied by the respondent.

5. A perusal of written statement filed by the petitioner revealed that he did not even issue any notice on receipt of the goods, as if some of the goods had defects and there was short fall in the supply of goods. Therefore, the Trial Court rightly evaded the sum of Rs.2,00,000/- which was allegedly borrowed by the petitioner and directed the petitioner to furnish security to the tune of Rs.6,76,117/- only.



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6. Therefore, this Court finds no infirmity or illegality in the order passed by the Court below and this revision is liable to be dismissed. Accordingly, this Civil Revision Petition is dismissed. Consequently, connected Miscellaneous petitions are closed. No costs.

20.12.2022

Speaking/Non-speaking order

Index : Yes/No

Internet : Yes/No

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G.K.ILANTHIRAIYAN,J.

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To

The VI Assistant City Civil Court, Chennai.

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20.12.2022