A.No.4460 of 2021
in
C.S.No.178 of 2021

Orders Reserved on : 2.3.2022

Orders Pronounced on : 17.08.2022

P.VELMURUGAN, J.

The suit has been filed for declaration and permanent injunction and the plaintiffs have come forward with this application seeking leave to the applicants/plaintiffs for joinder of cause of action for filing the above suit as single suit.

2. The learned Senior Counsel appearing for the applicants submitted that the tenth respondent, who is the husband of the first applicant and father of the second applicant, had conspired with the respondents 2 to 9 fraudulently forged the first applicant's signature as co-borrower and also conspired with the first respondent and fraudulently forged the second applicant's signature as co-borrower, availed loan on various dates by executing various loan agreements. It is further stated that though the first applicant purchased the property at No.214, Palkalai Nagar, Karunanidhi Beach Road, Palavakkam, Chennai -600

041, vide registered Sale Deed dated 27.06.2018 from and out of her own savings and the tenth respondent had claimed the property as collateral security. The tenth respondent is said to have availed loan from the respondents 1 to 9, but the applicants never approached the respondents 1 to 9 for loan, nor they gave consent to sign the loan agreements as co-borrowers/guarantors. Further, the signatures found in the said agreements are not belonging to the applicants and the same are forged signatures affixed by the tenth respondent in connivance with the officials of the respondents 1 to 9. Each loan agreement is for a different cause of action and the tenth respondent forged the signatures of the applicants as if the applicants are co-borrowers/guarantors. The cause of action for the applicants to file the suit is the act of forgery committed by the tenth respondent with the other respondents/Banks, which cause detriment to the applicants.

3. He further submitted that the applicants have already filed an application A.Sr.No.43308 of 2021 for joinder of cause of action along with leave to sue application on 21.04.2021 and the same was returned for certain compliance and the applicants are taking steps to re-present the same at the earliest. They could not trace out those papers and hence, they have come up with the present application. Since the applicants could not trace out those papers, they could not

file the present application immediately. Now they have filed fresh application for joinder of cause of action and hence, such delay is neither wilful nor wanton. Since the defects are curable defects and in order to avoid the multiplicity of proceedings and conflict of the decisions regarding the signatures of loan transactions and liability of the applicants, they filed this application for joinder of cause of action by clubbing them together as against the respondents 1 to 9. Therefore, this Court has to grant leave to the applicants for joinder of cause of action for filing the above suit as single suit before this Court.

4.The learned counsel for the respondents/Banks/Finance Companies submitted that the transactions between the applicants 1 and 2 and the tenth respondent and the other respondents 1 to 9 are different. Since each loan agreement is for a different cause of action and the second applicant has got an independent loan with the first respondent, the suit is bad for mis-joinder of the respondents. The applicants should have filed separate suit against each of the respondents, since the loan transactions and the cause of action are different. In order to protract to repay the loan amount, they have filed the present application with ulterior motive, and hence, the application has to be dismissed and the suit has to be rejected under Order VII Rule 11(d) C.P.C.

5. Heard the learned counsel for both sides and perused the materials available on record.

6. Admittedly, the applicants have filed the suit in C.S.No.178 of 2021 for declaration and for permanent injunction. The tenth respondent is none other than the husband of the first applicant and the father of the second applicant. The tenth respondent allegedly obtained loan from the respondents 1 to 9 on various dates by executing different loan agreements. According to the applicants, the first applicant has been shown as co-borrower in 'A' schedule loan transaction and the second applicant has been shown as co-borrower in 'B' schedule loan transaction, but, they were not shown as co-borrowers/guarantors in the loan agreements. Since they had not signed in the said agreements, they were not aware of the said transactions. The tenth respondent, in connivance with the officials of the respondents 1 to 9, forged the signatures of the applicants on various loan agreements and obtained loan. In the plaint, the applicants have stated that the tenth respondent on November 2020 admitted that he incurred a huge debt and hence forged the signatures of the first applicant as a guarantor/co-borrower with the respondents 1 to 9 for various amounts and also informed that her absolute

property has been made as collateral/security to various creditors. Hence, the first applicant, on verification of her bank accounts, found that a debt and overdue interest are to the tune of Rs.1.2 crores as a guarantor for the tenth respondent. Hence, the first applicant made a police complaint and also wrote a letter to the respondents 1 to 9 informing that the first applicant's signature was forged by the tenth respondent and urged the Banks to take stringent action, however, they have not taken any action.

7. A perusal of the records clearly shows that the applicants and the tenth respondent purportedly availed loan from the respondents 1 to 9 on various dates through various agreements. However, the applicants denied the said transaction and also the signatures found in the said agreements. The main allegation is that the tenth respondent forged the signatures and availed the loan. Though all the transactions with the respondents 1 to 9 are different and the cause of action are different, however, the allegation are one and the same. Further, the applicants have stated that the signatures found in the Schedule 'A' and 'B' transactions are not that of the applicants 1 and 2 and the tenth respondent, in connivance with the officials of the respondents 1 to 9, had forged the signatures of the applicants as co-borrowers and also shown the first applicant's property as collateral security

and availed loan. Therefore, the allegation of forgery of signatures is one and the same. Though the loan transactions are different and cause of action are different, in order to avoid multiplicity of the proceedings and conflict of the decisions regarding forgery of documents, the applicants have filed the application in A.Nos.1952 and 1953 of 2021 to send the disputed signatures found in the loan transactions to a hand writing expert for comparing with the signatures of the applicants 1 and 2. Therefore, if the present application for joinder of cause of action is allowed, no prejudice would be caused to the defendants.

8. In the light of the above, leave is granted to the applicants to file a single suit on different causes of action. Accordingly, A.No.4460 of 2021 is allowed.

17.08.2022

ms

P.VELMURUGAN, J.

ms

Pre-delivery Order in
A.No.4460 of 2021
in
C.S.No.178 of 2021

17.08.2022