



**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

**DATED : 30.03.2022**

**CORAM**

**THE HONOURABLE MS. JUSTICE R.N.MANJULA**

**A.S. (MD) No. 40 of 2019**

**and**

**C.M.P. (MD) No. 5245 of 2021**

**WEB COPY**

L.Muralidharan ... Appellant / Defendant  
Vs.  
S.Antony Raj ... Respondent / Plaintiff

**PRAYER:** Appeal Suit filed under Section 96 of the Civil Procedure Code, 1908 against the judgment and decree of the learned Additional District Judge (Fast Track), Tenkasi dated 08.03.2018 in O.S. No. 121 of 2016.

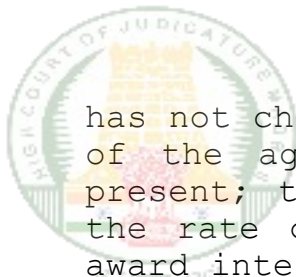
For Petitioner : No appearance  
For Respondents : Mr.S.S.Thesigan

**J U D G M E N T**

This Appeal has been preferred challenging the judgment and decree of the learned Additional District Judge (Fast Track), Tenkasi, dated 08.03.2018 made in O.S. 121 of 2016.

**2.**The appellant was the defendant in the suit; the respondent / plaintiff has filed a suit for recovery of a sum of Rs.33,73,333/- (Rupees Thirty Three Lakhs Seventy Three Thousand and Three Hundred and Thirty Three only) being the advance amount with interest on the sale agreement, dated 14.05.2012 with subsequent interest and costs; however, the suit has been decreed only in respect of Rs.20,00,000/- (Rupees Twenty Lakhs only) with subsequent interest at the rate of 12% per annum from the date of agreement till the date of realization with the cost of Rs.2,95,897/- (Rupees Two Lakhs Ninety Five Thousand Eight Hundred and Ninety Seven only).

**3.**Though the appellant / defendant has raised various grounds in this appeal, he has restricted his prayer with regard to awarding of interest and cost alone. Only in view of that, he has valued the appeal itself at Rs.13,95,341/- (Rupees Thirteen Lakhs Ninety Five Thousand Three Hundred and Forty One only) and paid the Court fee of Rs.41,861/- (Rupees Forty One Thousand Eight Hundred and Sixty One only). There is no break-up of figures to show how this contested amount of Rs.13,95,341/- (Rupees Thirteen Lakhs Ninety Five Thousand Three Hundred and Forty One only) has been arrived at. It is presumably understood that the appellant has worked out the interest alone on the earnest money and challenged it in this appeal; the suit agreement was of the year 14.05.2012. However, the plaintiff



has not chosen to file any suit for specific performance. On perusal of the agreement, it is seen that the interest clause, is not present; though the respondent / plaintiff has claimed interest at the rate of 12% per annum, it is the discretion of the Court to award interest on refund by taking into consideration of the rate of interest which would be available if the amount was deposited in any of the Nationalized Bank. Since the award of interest at 12% per annum is on the higher side, I feel that it can be reduced to 9% per annum from the date of sale agreement till the date of decree and thereafter, 6% per annum from the date of decree till the date of realization with cost.

In the result, this Appeal Suit is partly allowed and the judgment and decree in O.S. No. 121 of 2016 on the file of the Additional District Court (Fast Track), Tenkasi, dated 08.03.2018, is hereby modified to the effect that the suit is decreed for the refund of the advance amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) along with interest at the rate of 9% per annum from the date of sale agreement till the date of decree and thereafter, at the rate of 6% per annum from the date of decree till the date of realization with cost. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CS-III)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

vji

To

The Additional District Judge (Fast Track),  
Tenkasi

**COPY TO:-**

The Section Officer,  
V.R.Section,  
Madurai Bench of Madras High Court,  
Madurai. (2 Copies)

+1 CC to M/s.S.S.THESIGAN, Advocate ( SR-15624[F] dated 31/03/2022 )

**A.S. (MD) No. 40 of 2019**

**and**

**C.M.P. (MD) No. 5245 of 2021**

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KMK (CO) GC (11.05.2022) 2P 5C

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