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C.S.NOS.253, 287 AND 342 OF 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.12.2023

CORAM

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

Civil Suit Nos.253, 287 and 342 of 2021

C.S.No.253 of 2021

J.Raji

..... Plaintiff

-verus-

D.Pratish Vedhappudi

..... Defendant

PRAYER: Civil Suit filed under Order IV Rule 1 of High Court Original Side Rules 1956 read with Order VII Rule 1 of Civil Procedure Code for the following reliefs :

(a) Decree for recovery of a sum of Rs.5,72,27,725/- (Rupees Five Crores Seventy Two Lakhs Twenty Seven Thousand Seven Hundred and Twenty Five Only) with future interest @ 12% per annum from the date of presentation of the plaint till the date of realization;

(b) Costs of the Suit.

For Plaintiff : Mr.P.H.Aravindh Pandian
Senior Counsel for Mr.Vikram Veerasamy

For Defendant : Mr.R.Venkatraman
for M/s.TATVA Legal Chennai

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C.S.No.287 of 2021

Mrs.Shweta Raja

..... Plaintiff

-verus-

D.Pratish Vedhappudi

..... Defendant

PRAYER: Civil Suit filed under Order IV Rule 1 of High Court Original Side Rules 1956 read with Order VII Rule 1 of Civil Procedure Code for the following reliefs:

(a) Decree for recovery of a sum of Rs.5,64,08,109/- (Rupees Five Crores Sixty Four Lakhs Eight Thousand One Hundred and Nine Only) and Twenty Five Only) along with future interest @ 12% per annum from the date of presentation of the plaint till the date of realization;

(b) Costs of the Suit.

For Plaintiff : Mr.P.H.Aravindh Pandian
Senior Counsel for Mr.Vikram Veerasamy

For Defendant : Mr.R.Venkatraman
for M/s.TATVA Legal Chennai

C.S.No.342 of 2021

Mrs.Preeti Raja

..... Plaintiff

-verus-

D.Pratish Vedhappudi

..... Defendant

PRAYER: Civil Suit filed under Order IV Rule 1 of High Court Original

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Side Rules 1956 read with Order VII Rule 1 of Civil Procedure Code for the following reliefs :

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(a) Decree for recovery of a sum of Rs.5,82,27,725/- (Rupees Five Crores Eighty Two Lakhs Twenty Seven Thousand Seven Hundred and Twenty Five Only) along with interest @ 12% per annum from the date of presentation of the plaint till the date of realization;

(b) Costs of the Suit.

For Plaintiff : Mr.P.H.Aravindh Pandian
Senior Counsel for Mr.Vikram Veerasamy

For Defendant : Mr.R.Venkatraman
for M/s.TATVA Legal Chennai

COMMON JUDGMENT

There are three Suits filed against the defendant.

2.The Suit in C.S.No.253 of 2021 has been filed by the plaintiff Mrs.J.Raji, for recovery of a sum of Rs.5,72,27,725/- (Rupees Five Crores Seventy Two Lakhs Twenty Seven Thousand Seven Hundred and Twenty Five Only) from the defendant with future interest @ 12% per annum from the date of presentation of the plaint till the date of realization.

3.The Suit in C.S.No.287 of 2021 has been filed by the plaintiff

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Mrs.Shweta Raja, for recovery of a sum of Rs.5,64,08,109/- (Rupees Five Crores Sixty Four Lakhs Eight Thousand One Hundred and Nine Only) from the defendant with future interest @ 12% per annum from the date of presentation of the plaint till the date of realization.

4.The Suit in C.S.No.342 of 2021 has been filed by the plaintiff Mrs.Preeti Raja, for recovery of a sum of Rs.5,82,27,725/- (Rupees Five Crores Eighty Two Lakhs Twenty Seven Thousand Seven Hundred and Twenty Five Only) from the defendant with future interest @ 12% per annum from the date of presentation of the plaint till the date of realization.

5.0. The brief facts leading to the filing of the present civil suits are as under:-

5.1. The defendant was introduced to the plaintiffs by their erstwhile auditors One Mr.Sridhar Rao and Mr.Chandrakumar Bafna. The defendant made himself known to be the Managing Director of VGN Projects Estates Private Limited. He approached the plaintiff(s) some time in March, 2014 and expressed his dire need of funds for his business venture and approached the plaintiffs for loan on a friendly basis assuring that he would repay the same as and when demanded. The plaintiffs advanced loan as and when



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required by the defendants on various dates for his business venture for which the defendant executed promissory notes agreeing to repay the loan amount with interest @ 24% p.a. The loans were disbursed through cheques.

5.2. The details of the loans advanced by the plaintiff(s) in the respective suits are as follows:-

(A) Details of loans advanced by the plaintiff in C.S.No.253 of 2021:

Date	Cheque Number	Bank	Amount
17.03.2014	000026	HDFC Bank	3,08,00,000
09.09.2014	000050	HDFC Bank	75,00,000
19.08.2015	000064	HDFC Bank	25,00,000
		Total	4,08,00,000

(B) (i) Details of loans advanced by the plaintiff in C.S.No.287 of 2021:

Date	Cheque Number	Bank	Amount in Rupees
17.03.2014	000001 & 000002	HDFC Bank	1,25,00,000
09.09.2014	000021	HDFC Bank	70,00,000
19.08.2015	000010	HDFC Bank	25,00,000
		Total	2,20,00,000

(ii) Details of the amount transferred by the plaintiff in C.S.No.287 of 2021 through her mother-Raji and sister-Preeti Raja:



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Date	Cheque Number	Bank	Amount in Rupees
17.03.2014	000026	HDFC Bank	88,00,000
17.03.2014	963105	HDFC Bank	2,00,000
		Total	90,00,000

(C) Details of loans advanced by the plaintiff in C.S.No.342 of 2021:

DATE	Cheque Number	Bank	Amount in Rupees
17.03.2014	963105	HDFC Bank	2,67,00,000
09.09.2014	963107	HDFC Bank	30,00,000
19.08.2015	963116	HDFC Bank	25,00,000
		Total	3,22,00,000

5.3. It is the further case of the plaintiffs that the defendant had paid interest at the agreed rate of interest only until October, 2017 and thereafter, he neither paid interest nor did he repay the principal due and payable to the plaintiff(s) despite repeated requests made by the plaintiffs. Hence, the suits.

6. The suits are summary suits. Order XXXVII of the Code of Civil Procedure, 1908, lays down the procedure for filing and adjudication of summary suits. Rules 2 and 3 of Order XXXVII provides the procedure for summary suits. Rule 2 provides that after the summons of the suit having been issued to the defendant, the defendant must appear and the plaintiff will



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serve a summons for judgment on the defendant. The defendant has no right to defend the suit unless he enters an appearance and gets leave from the court to defend the suit. In default of this, the plaintiff will be entitled to a decree, as prayed for, which will be executed forthwith.

8. Rule 3 provides the mode of service of summons and leave to defend by the defendant. The defendant must apply for leave within 10 days from the date of service of summons upon him.

9. Though the defendant sought leave to defend the suits in C.S.Nos. 287 & 342 of 2021 by way of two separate applications in A.No. 1776 of 2022 and A.No.150 of 2023, their request to defend the suit was turned down by the Master by order dated 27.04.2023 and the learned Master had refused to grant leave by holding that borrowal is admitted; no proof is submitted for repayment; and that mere allegation that the plaintiff(s) are the money lenders and that they charged exorbitant interest will not form a triable issue.

10. Insofar as the suit in C.S.No.253 of 2021 is concerned it was decreed ex parte by judgment and decree dated 27.04.2022 and on the application filed by the defendant in A.SR No.112398 of 28.03.2023



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(subsequently numbered as A.No. of 2024), the *ex parte* decree and judgment has been set aside by this court today by a separate order. Pending the applications in C.S.No.253 of 2021 and the suits in C.S.No.287 of 2021 and C.S.No.342 of 2021, on 19.12.2023, both the parties agreed to settle the matter in all the three suits. Therefore, this court proceeded to record compromise in C.S.No.287 of 2021 as well as in C.S.No.253 of 2021 and C.S.No.342 of 2021 though leave to defend the suits was rejected based on the settlement arrived at between the parties.

11. Mrs.J.Raji, the plaintiff in C.S.No.253 of 2021 is none other than the mother of Mrs.Shweta Raja, the plaintiff in C.S.No.287 of 2021 and Mrs.Preeti Raja, the plaintiff in C.S.No.342 of 2021. The respective plaintiffs in C.S.No.287 and 2021 and C.S.NO.342 of 2021 had originally authorized their mother who is the plaintiff in C.S.No.253 of 2021 to enter into compromise by way of E-mails. The above said Email communication was also produced for the perusal of this court.

12. Earlier this court was informed that there had been settlement talks between the parties to settle the matters amicably. On the last hearing i.e., 19.12.2023, the plaintiff-J.Raji and the defendant were present in court and



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they agreed to settle the matter and the defendant was directed to file memorandums admitting his liability and readiness to pay the amounts due and payable to the respective plaintiffs. Based on such progress in the settlement talks, this court recorded on 19.12.2023 recorded as under:-

A.No.6319 of 2023
and
C.S.N.287 of 2021
and
C.S.No.342 and 253 of 2021

N.SATHISH KUMAR J.

J.Raji, the plaintiff in O.S.No.253 of 2021 and the defendant-D.Pratish Vedhappudi in all the suits are present.

Mr.P.H.Arvinth Pandian, learned senior counsel on behalf of Mr.Vikram Veerasamy, learned counsel on record for the plaintiff in O.S.No.253 of 2021 and Mr.R.Venkat Raman, learned counsel on behalf of M/s.Tatva Legal Chennai are also present.

After conciliation, it has been agreed by the parties that the defendant in all the suits should pay a sum of Rs.11,50,00,000/- in full quit.

It has also been agreed by the parties to verify the nature of the amount already paid based on account. The defendant-D.Pratish Vedhappudi seeks time to settle the amount of Rs.11,50,00,000/-

Post on 21.12.2023 for filing a joint memo of compromise with a time limit for payment.



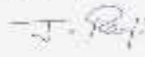
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C.S.NOS.253, 287 AND 342 OF 2021

DETAILS OF PARTIES PRESENT IN COURT TODAY [19.12.2023]

J.Raji, the plaintiff in O.S.No.253 of 2021 is present.



[J.RAJI]

D.Pratish Vedhappudi, the defendant in O.S.No.287, 3432 and 253 of 2021 is present.



[D.PRATISH VEDHAPPUDI]

13. The sole defendant in the respective suits filed memorandums individually for each suit in which, while admitting his liability, claimed partial discharge of liability on various dates. It is agreed by the defendant to pay the principal amounts with reasonable interest that may be fixed by the court subject to adjustment of the amounts already paid towards partial discharge of loans.

14. The memorandums filed by the learned counsel on behalf of the defendant in the suits read as under:-



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C.S.No.253 of 2021

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IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
C.S. No.253 of 2021

Mrs. J. Raji,
W/o P.K. Jeyaprakash,
No. 4, Lambell Avenue (New No 4/Old no 13),
Abiramapuram, Chennai 600013
...Plaintiff

vs.

Mr. D. Pratish Vedhappudi,
S/o. Mr. Devadas,
No. 15, Wallace Garden,
2nd Street, Nungambakkam,
Chennai - 600096
...Defendant

AFFIDAVIT OF Mr. D. PRATISH VEDHAPPUDI

I, D. Pratish Vedhappudi, son of Mr. Devadas, Hindu, aged about 41 years, residing at No. 15, Wallace Garden, 2nd Street, Nungambakkam, Chennai - 600096, do hereby solemnly and sincerely, affirm and state as follows:

1. I humbly submit that I am the Defendant in C.S. No.253 of 2021 ("Subject Suit"), and as such, I am well acquainted with the facts and circumstances of the Subject Suit.
2. I humbly submit that Subject Suit was filed seeking the following relief to recover a sum of Rs. 5,72,27,725/- with future interest @12% per annum, from the date of presentation of the Plaint till the date of realization along with costs (C.S. No.253 of 2021).
3. Without prejudice to my various contentions in A. No.6319 of 2023 in C.S. No.253 of 2021, I submit that I had borrowed a sum of ₹3,20,00,000/- vide 3 separate Demand Promissory Notes ("DPNs") from Mrs. J. Raji (Plaintiff in the Subject Suit), the details of which have been captured in the table hereinafter:

Sl. No.	Date	Amount (In Rupees)	DPN in favour of	DPN drawn by	Remarks
1	17-05-2014	2,20,00,000/-	J. Raji	D. Pratish	Renewal under same Terms & Conditions on 26-03-2018

Pratish Vedhappudi



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II	09-09-2014	75,00,000/-	J. Raji	D Prathish	Renewed under same Terms & Conditions on 26-03-2018
III	19-08-2015	25,00,000/-	J. Raji	D Prathish	Renewed under same Terms & Conditions on 26-03-2018
Total		3,20,00,000/-			

4. I submit that besides the 3 DPNs in the above-mentioned Table I had borrowed an additional sum of ₹5,00,000/- (Rupees Five Lakhs only in the month of October 2018) from Mrs. J. Raji (Plaintiff in the Subject Suit). Hence the Principal is to be considered as Rs.3,25,00,000/-.
5. I further submit that the Interest (at the rate of 10.12% per annum) with respect to the sum of ₹3,25,00,000/- from the date of execution of the various DPNs mentioned in Point No.3 borrowings, respectively, works out to a sum of ₹3,12,96,158/-. I submit that in effect, the Principal and Interest payable works out to ₹6,37,96,158/-. I submit that till date I have paid a sum of ₹2,46,38,400/- to Mrs. J. Raji – the Plaintiff in the Subject Suit.
6. **Without prejudice to my various contentions on the merits**, I submit that in light of the Settlement arrived at between the Parties before this Hon'ble Court on 22-12-2023 I am willing to pay a sum of ₹3,91,57,758/- in favour of the Plaintiff in the Subject Suit within a period of 08 months from 22-12-2023. I further clarify that post 08 months from 22-12-2023, the above-mentioned sum of ₹3,91,57,758/- or any unpaid portion thereof will carry a reasonable rate of interest, as determined by this Hon'ble Court, on and from such date of default. In addition, I agree to pay the Plaintiff a reasonable cost of Rs.17,500/- towards the legal expenses incurred by her.

I, therefore, most respectfully pray that this Hon'ble Court may be pleased to take my present Affidavit on record and pass an appropriate Decree in terms of the same as this Hon'ble Court may deem fit in the facts and circumstances of the present case and thus render justice.

Solemnly affirmed the contents
of this Affidavit at Chennai on
this the 22nd day of December 2023
and signed his name in my presence

X
X
X
X

Abdul Kader

Before me

[Signature]

Advocate: Chennai

14/5.6295/2022

14, Race Mews Colony,

Chennai - 600 062



C.S.NOS.253, 287 AND 342 OF 2021

C.S.No.287 of 2021

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Ordinary Original Civil Jurisdiction)

C.S. No.287 of 2021

Mrs. Shweta Raja,
Wife of Abhay Nayak,
121 E Tasman Road, Apt 226,
San Jose CA 95134, USA

...Plaintiff

vs

Mr. D. Pratish Vedhappudi,
S/o. Mr. Devadas,
No. 15, Wallace Garden,
2nd Street, Nungambakkam,
Chennai - 600006

...Defendant

AFFIDAVIT OF MR. D. PRATISH VEDHAPPUDI

I, D. Pratish Vedhappudi, son of Mr. Devadas, Hindu, aged about 41 years, residing at No. 15, Wallace Garden, 2nd Street, Nungambakkam, Chennai - 600006, do hereby solemnly and sincerely, affirm and state as follows:

1. I humbly submit that I am the Defendant in C.S. No.287 of 2021 ("Subject Suit"), and as such, I am well acquainted with the facts and circumstances of the Subject Suit.
2. I humbly submit that Subject Suit was filed seeking the following reliefs to recover a sum of Rs. 5,64,08,109/- with future interest @12% per annum, from the date of presentation of the Plaint till the date of realization along with costs (C.S. No.287 of 2021).
3. Without prejudice to my various contentions, I submit that I had borrowed a sum of Rs.10,00,000/- vide 4 separate DPNs from Mrs. Shweta Raja (Plaintiff in the Subject Suit), the details of which have been captured in the table hereinafter:

Pratish Vedhappudi



Sl. No.	Date	Amount (In Rupees)	DPN in favour of	DPN drawn by	Remarks
I	17-03-2014	1,25,00,000/-	Shweta	D Pratih	Renewed under same Terms & Conditions on 26-03-2018
II	17-03-2014	90,00,000/-	Shweta	D Pratih	1. Money transferred by Raji (Cheque No.000006; Amount Rs.80,00,000/-) and Preeti (Cheque No.963165; Amount Rs.2,00,000/-) 2. Renewed under same Terms & Conditions on 26-03-2018
III	09-09-2014	70,00,000/-	Shweta	D Pratih	Renewed under same Terms & Conditions on 26-03-2018
IV	19-09-2015	25,00,000/-	Shweta	D Pratih	Renewed under same Terms & Conditions on 26-03-2018
Total		3,10,00,000/-			

4. I submit that the Interest (at the rate of 10.12% per annum) with respect to the sum of ₹3,10,00,000/-, borrowed from Mrs. Shweta Raja (Plaintiff in the Subject Suit), from the date of execution of the various DPNs mentioned in Point No.3, respectively, works out to a sum of ₹3,00,64,175/- I submit that in effect, the Principal and Interest payable works out to ₹6,10,64,175/-. I submit that till date I have repaid a sum of ₹3,24,19,000/- to Mrs. Shweta Raja - Plaintiff in the Subject Suit.
5. Without prejudice to my various contentions on the merits, I submit that in light of the Settlement arrived at between the Parties before this Hon'ble Court on 22-12-2023 I am willing to pay a total sum of ₹3,86,45,175/- in favour of the Plaintiff in the Subject Suit within a period of 08 months from 22-12-2023. I further clarify that post 08 months from 22-12-2023, the above-mentioned sum of ₹3,86,45,175/- or any unpaid portion thereof will carry a reasonable rate of interest, as determined by this Hon'ble Court, on and from such date of default. In addition, I agree to pay the Plaintiff a reasonable cost of Rs.17,500/- towards the legal expenses incurred by her.

I, therefore, most respectfully pray that this Hon'ble Court may be pleased to take my present Affidavit on record and pass an appropriate Decree in terms of the same as this

Pratik Kulkarni



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Hon'ble Court may deem fit in the facts and circumstances of the present case and thus render justice.

Solemnly affirmed the contents
of this Affidavit at Chennai on
this the 22nd day of December 2023
and signed his name in my
presence.

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Before me

Advocate: Chennai

M/S. 6395/2022

14, Race View Colony

Grundy, Chennai-62

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Ordinary Original Civil Jurisdiction)

C.S. No.342 of 2021

Mrs.Preeti Raja
Wife of Mr. Kiruba Sankar Raja,
21605 Brisbane Way,
Yorba Linda, CA 92887, USA

...Plaintiff

vs

Mr. D. Pratish Vedhappudi,
S/o. Mr. Devadass,
No. 15, Wallace Garden,
2nd Street, Nungambakkam,
Chennai - 600006

...Defendant

AFFIDAVIT OF Mr. D. PRATISH VEDHAPPUDI

I, D. Pratish Vedhappudi, son of Mr. Devadass, Hindu, aged about 41 years, residing at No. 15, Wallace Garden, 2nd Street, Nungambakkam, Chennai - 600006, do hereby solemnly and sincerely, affirm and state as follows:

1. I humbly submit that I am the Defendant in C.S. No.342 of 2021 ("Subject Suit"), and as such, I am well acquainted with the facts and circumstances of the Subject Suit.
2. I humbly submit that Subject Suit was filed seeking the following reliefs to recover a sum of Rs. 5,82,27,725/- with future interest @12% per annum, from the date of presentation of the Plaint till the date of realization along with costs {C.S. No.342 of 2021}.
3. Without prejudice to my various contentions, I submit that I had borrowed a sum of ₹3,20,00,000/- vide 3 separate DPNs from Mrs. Preeti Raja (Plaintiff in the Subject Suit), the details of which have been captured in the table below;

Sl. No.	Date	Amount (In Rupees)	DPN in favour of	DPN drawn by	Remarks
1	17-03-2014	2,65,00,000/-	Preeti	D Pratish	Renewed under same Terms & Conditions on 26-03-2018

Pratish Vedhappudi



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II	09-09-2014	10,00,000/-	Preeti	D Pratih	Renewed under same Terms & Conditions on 26-03-2018
III	19-08-2015	25,00,000/-	Preeti	D Pratih	Renewed under same Terms & Conditions on 26-03-2018
Total		3,20,00,000/-			

4. I submit that the Interest (at the rate of 10.12% per annum) with respect to the sum of ₹3,20,00,000/-, borrowed from Mrs. Preeti Raja (Plaintiff in the Subject Suit), from the date of execution of the various DPNs mentioned in Point No.3, respectively, works out to a sum of ₹3,12,59,375/-. I submit that in effect, the Principal and Interest payable works out to ₹6,32,59,375/-. I submit that till date I have repaid a sum of ₹2,36,13,600/- to Mrs. Preeti Raja - Plaintiff in the Subject Suit.

5. **Without prejudice to my various contentions on the merits**, I submit that in light of the Settlement arrived at between the Parties before this Hon'ble Court on 22-12-2023 I am willing to pay a total sum of ₹3,96,45,775/- in favour of the Plaintiff in the Subject Suit within a period of 08 months from 22-12-2023. I further clarify that post 08 months from 22-12-2023, the above-mentioned sum of ₹3,96,45,775/- or any unpaid portion thereof will carry a reasonable rate of interest, as determined by this Hon'ble Court, on and from such date of default. In addition, I agree to pay the Plaintiff a reasonable cost of Rs.17,500/- towards the legal expenses incurred by her.

I, therefore, most respectfully pray that this Hon'ble Court may be pleased to take my present Affidavit on record and pass an appropriate Decree in terms of the same as this Hon'ble Court may deem fit in the facts and circumstances of the present case and thus render justice.

Solemnly affirmed the contents
of this Affidavit at Chennai on
this the 22nd day of December 2023
and signed his name in my
presence.

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Prathibha

Before me

Shankar Srinivasan

Advocate: Chennai

M/S. 6205/2022

14, Race Point Colony,



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15. The learned senior counsel for the respective plaintiffs was not in a position to dispute the repayment made by the defendant to an extent as claimed in the respective memorandums. One of the plaintiffs MrsRaji, who has been present in court has agreed to pass decree on the admissions made by the defendant in his memorandums filed in the respective suits.

16. This court is of the view that rate of interest claimed by the plaintiff is exorbitant and is against the provisions contained in the Tamil Nadu Prohibition of Charging of Exorbitant Interest Act, 2003.

17. Though the learned senior counsel for the plaintiff in all the suits would submit that rate of interest cannot be reduced, considering the manner in which the loans were advanced and the promissory notes were obtained would all go to show that loans were advanced only for the purpose of earning more money by of interest. No person shall charge exorbitant interest on any loan advanced by him or her, and he or she should be reasonable in charging interest for the loan advanced and the rate of interest should not be usurious. Though there was a contract entered by way of promissory note, the plaintiff(s) who lent loan cannot be allowed to charge such exorbitant interest. Charging such exorbitant interest is against the provision contained in Section



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3 of the Tamil Nadu Prohibition of Charging of Exorbitant Interest Act, 2003.

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18. As already discussed in the preceding paragraphs, more particularly, as captured from the complaints, and the memorandums filed in the respective suits as against the suit loans of (i) Rs.3,25,00,000/-; (ii) Rs.3,10,00,000/-; and (iii) Rs.3,20,00,000/-, the defendant has, without prejudice to his contentions of the merits of the claims in the respective suit, in the light of the settlement arrived at before this court on 22.12.2023, stated that he is ready to pay the suit claims with interest @ 10.12% p.a. from the date of borrowal till this date subject to giving credit to the repayments that he had already made to the respective plaintiffs. Thus as against the total dues of (i) Rs.3,25,00,000/-; (ii) Rs.3,10,00,000/-; and (iii) Rs.3,20,00,000/- payable with interest @ 10.12% p.a., as agreed before the court, from the date of borrowal till this date, after adjusting the repayments of (i) Rs.2,46,38,400/-; (ii) Rs.2,24,19,000/-; and (iii) Rs.2,36,13,600/- so far made to the credit of the loans availed by the defendant from the respective plaintiffs, the defendant has agreed to pay a sum of (i) Rs.3,91,57,758/- to the plaintiff in C.S.No.253 of 2021, (ii) Rs.3,86,45,175/- to the plaintiff in C.S.No.287 of 2021; and (iii) Rs.3,96,45,775/- to the plaintiff in C.S.No.342 of 2021.



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19. When this court pointed out that the suits can be disposed of on the basis of admissions made by either party, the learned counsel appearing for the defendant in all the suits, on instructions, from the defendant, who was present in court, fairly conceded that the defendant would pay the decree amount within a period of eight months from today. The said statement is recorded.

20. In the event the defendant pays the sum adjudged above within a period of eight months as undertaken by him before the court there will be no issue. If the defendant fails to pay the sum adjudged by this court herein above within eight months, the amount adjudged by the court shall carry simple interest @ 18% p.a. from the date of decree till date of realization.

In the result, (i) C.S.No.253 of 2021:- Suit is decreed in part with proportionate costs. The defendant is directed to pay a sum of Rs.3,91,57,758/- to the plaintiff. The defendant shall pay the decree amount as directed above within a period of eight months from today. If the defendant



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fails to pay the decree amount within a period of eight months from today, the same shall carry simple interest @ 18% p.a. **The suit in respect of the rest of the claim is dismissed.**

(ii) **C.S.No.287 of 2021:-** Suit is decreed in part with proportionate costs. The defendant is directed to pay a sum of Rs.3,86,45,175/- to the plaintiff. The defendant shall pay the decree amount as directed above within a period of eight months from today. If the defendant fails to pay the decree amount within a period of eight months from today, the same shall carry simple interest @ 18% p.a. **The suit in respect of the rest of claim is dismissed.**

(iii) **C.S.No.342 of 2021:-** Suit is decreed in part with proportionate costs. The defendant is directed to pay a sum of Rs.3,96,45,775/- to the plaintiff. The defendant shall pay the decree amount as directed above within a period of eight months from today. If the defendant fails to pay the decree amount within a period of eight months from today, the same shall carry simple interest @ 18% p.a. **The suit in respect of the rest of claim is**



dismissed.

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22.12.2023

Index : yes / no
Neutral Citation : yes / no
Speaking / Non-speaking order
TK



C.S.NOS.253, 287 AND 342 OF 2021

LIST OF WITNESSES EXAMINED ON THE SIDE OF THE

PLAINTIFF - NIL

LIST OF WITNESSES EXAMINED ON THE SIDE OF THE

DEFENDANT – NIL

LIST OF DOCUMENTS MARKED ON THE SIDE OF THE

PLAINTIFF - NIL

LIST OF DOCUMENTS MARKED ON THE SIDE OF THE

DEFENDANT – NIL

22.12.2023

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C.S.NOS.253, 287 AND 342 OF 2021

N.SATHISH KUMAR, J.

TK

Civil Suit Nos.253, 287 & 342 of 2021

22.12.2023

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