



A.S.No.291 of 2017
and Cross. Obj.75 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 15.06.2023

CORAM:

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

A.S.No.291 of 2017
and Cross Objection No.75 of 2017

A.S.No.291 of 2017

1.G.Ramakrishnama Naidu
2.Vijayalakshmi

.. Appellants

Vs.

S.P.S.Veera Reddy

.. Respondent

PRAYER : Appeal Suit is filed under Section 96 of the Code of Civil Procedure, against the Judgement and Decree dated 07.10.2016 passed in O.S.No.417 of 2013, on the file of the XVI Additional City Civil Court, Chennai.

For Appellant : Mr.Sundaravadanam

For Respondents : Mr.A.Prabakaran

Cross Objection No.75 of 2017

S.P.S.Veera Reddy

.. Petitioner

Vs.

1.G.Ramakrishnama Naidu
2.Vijayalakshmi

.. Respondents

PRAYER : Cross Objection is filed under Order XLI Rule 22 of the Code of Civil Procedure, praying to award the interest amount being a sum of



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Rs.5,68,800/- on the principal debt amount of Rs.7,90,000/- from the date of borrowal to till the date of filing the suit.

For Petitioner : Mr.A.Prabakaran

For Respondents : Mr.Sundaravadanam

J U D G M E N T

The appeal has been filed against the Judgment and Decree dated 07.10.2016 passed in O.S.No.417 of 2013, on the file of the XVI Additional City Civil Court, Chennai.

2. The brief facts of the case are as follows:

The 1st appellant/ 1st defendant and the respondent /plaintiff were college mates and they were working together at Hindu College, Pattabiram. They were family friends also. The defendants, being family friends, approached the plaintiff for a loan of Rs.7,90,000/- for purchase of a flat at Bangalore and to repay the same. The plaintiff paid Rs.7,90,000/- by on 20.11.2009 and the defendants promised to repay the same on demand with interest at the rate of 24%. The 1st defendant executed a promissory note on 20.11.2009. The 2nd defendant stood as a guarantor. For the repayment of the loan with interest, they surrendered a document pertaining to an



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immovable property in Tiruvallur Taluk. In spite of repeated demands, the defendants failed to discharge the loan.

3. On hearing both sides, the learned trial Judge decreed the suit partly with costs. The 1st defendant was directed to pay a sum of Rs.7,90,000/- together with interest at the rate of 9% per annum from the date of filing of the suit till the date of decree and thereafter 6% from the date of decree to till the date of realization to the plaintiff. The suit against the 2nd defendant was dismissed. By challenging the said judgment, the plaintiff has preferred this appeal.

4. To prove their defence, on the side of the plaintiff, P.W.1 was examined and Ex.A1 to Ex.A4 were marked and on the side of the defendants, D.W.1 & D.W.2 were examined and Ex.B1 to Ex.B5 were marked.

5. The learned counsel for the appellants submitted that the respondent herein filed a suit in O.S.No.417 of 2013 on the file of XVI Additional City



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Civil Court, Chennai, against the 1st appellant for recovery of money, and the 2nd appellant stood as guarantor. According to the respondent, the 2nd appellant's property was given as surety. The document of title in the name of the 2nd appellant was also marked as Ex.P2 by the respondent. The suit was decreed partly, namely, the decree for recovery of money was alone granted, and the suit against the 2nd appellant was dismissed, by decree and judgment dated 07.10.2016. The first appeal is filed by the appellants and the same is pending. The respondent had also filed the cross objection against the disallowed portion in respect of interest. The appellants filed an application in CMP.No.10915 of 2017 in A.S.No.291 of 2017. This Court granted stay of the decree on condition to deposit a sum of Rs.5,17,250/- to the credit of the suit, by interim order dated 04.09.2017. The 1st appellant had deposited the same on 05.12.2017.

6. Both the cases were listed for final hearing. On discussion of both the parties, it was agreed to settle the long pending disputes, as both the 1st appellant and the respondent know each other for more than 3 decades.



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7. The terms of compromise have been arrived at between the

parties as follows:

"a. The sum deposited by the 1st appellant have to be taken by the respondent as full and final satisfaction of the Decree. The respondent shall not claim any further amount to satisfy the decree passed in O.S.No.417 of 2013 on the file of the XVI Additional City Civil Court, Chennai. Thereby necessary permission shall be granted to the respondent to withdraw the deposit made to the credit of the suit in O.S.No.417 of 2013, on the file of XVI Additional City Civil Court, Chennai, in conformity to the order passed in CMP.No.10915 of 2017 in A.S.No.291 of 2017.

b. The 2nd appellant is entitled to take back the original document, which is marked as Ex.P2 before the trial Court. The respondent has no objection for the application that to be filed by the 2nd appellant before the trial Court for return of documents.

c. The appellant is entitled to the return of Court fee paid in the first appeal.

d. The respondent is entitled to the return of Court fee paid in the Cross Objection."



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8. When the matter is taken up for hearing, today, the appellants and the respondent appeared in person before this Court, along with their respective learned counsels. As per terms of compromise, the claim between the parties are settled. The 2nd appellant is entitled to get back the original document Ex.P2 before the trial Court.

9. Accordingly, the trial court is directed to return the document / Ex.P2 original document to the 2nd appellant, within a period of two weeks from the date of receipt of a copy of this Judgment.

10. Since the matter was settled out of Court, the appeal suit is dismissed as settled out of Court. Compromise memo shall form part of the decree.

15.06.2023

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Index : Yes/No

Speaking Order: Yes/No

Neutral Citation: Yes/No



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To

- 1.The XVI Additional City Civil Court,
Chennai.
- 2.The Section Officer,
VR section,
High Court of Madras.



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T.V.THAMILSELVI, J.

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