



A.S.No.334 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 27.06.2023

CORAM:

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

A.S.No.334 of 2017

M.Thavamani

.. Appellant

Vs.

K.S.Anantha Raman

.. Respondent

PRAYER : Appeal Suit is filed under Section 96 of the Code of Civil Procedure and under Order 41-A Rules 1 and 2 of the Code of Civil Procedure, against the Judgement and Decree dated 23.03.2016 passed in O.S.No.11763 of 2010, before the learned XVII Additional Judge, City Civil Court, Chennai.

For Appellant : Mr.M.Kamalakannan

For Respondent : Mr.K.M.Kodaiarasu

J U D G M E N T

The appellant has prayed to set aside judgement and decree dated 23.03.2016 made in O.S.No.11763 of 2010, passed by the learned XVII Additional Judge, City Civil Court, Chennai.



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WEB COPY 2. The Brief facts of the case are as follows:

On 07.02.2001, the defendant had approached the plaintiff for grant of a hand-loan for a sum of Rs.5,00,000/- for his family and business expenses. At that time, the defendant had given an undertaking that the defendant will repay the said amount within a period of one year from the date of borrowing with interest @ 18% p.a. Believing the said representation, the plaintiff has issued a Cheque of Rs.5,00,000/- bearing No.166131, dated 07.02.2001, drawn on Tamil Nadu Mercantile Bank, Old Washermenpet Branch, Chennai. The defendant duly acknowledged the said cheque and issued a receipt for the same on the same date. On 22.02.2001, the defendant once again approached the plaintiff for grant of a further loan of Rs.5,00,000/- At the time of borrowing the money, the defendant once again undertook to repay the said amount within a period of one year from the date of borrowing with interest @ 18 % p.a. Believing the said representation, the plaintiff has given a Demand Draft bearing No.128518, dated 22.02.2001 for Rs.5,00,000/- drawn on Tamil Nadu Mercantile Bank, Old Washermenpet Branch, Chennai. Though the defendant promised to repay the amount within



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one year, the defendant has not paid any amount either towards principal or interest. Thus, the plaintiff has been meeting the defendant time and again requesting the defendant to return the amount borrowed with interest. The defendant has always been promising to do so. Believing the said representation, the plaintiff did not initiate any action against the defendant. The plaintiff has been waiting sufficiently on the hope, but the same was of no avail. Hence the suit.

3.The suit has been filed by the plaintiff under Order IV, Rule 1 of original Rules of this Court read with Order VII, Rule I of CPC for recovery of sum of Rs.15,37,534/- from the defendant together with interest at 18% per annum on the principal sum of Rs.10,00,000/-, with future interest at 18% from the date of plaint till the date of realization and for costs. On hearing both sides, the learned trial Judge decreed the suit partly with costs. The defendant directed to pay a sum of Rs.5,00,000/- to the plaintiff together with interest at the rate of 6% per annum from the date of filing i.e. 06.02.2014 till the date of realization. Time for payment three months.



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WEB COPY 4. To prove their defence, on the side of the plaintiff P.W.1 was examined and Ex.A1 & Ex.A2 were marked and on the side of the defendant, D.W.1 was examined and Ex.B1 to Ex.B4 were marked.

5. Heard, Mr.M.Kamalakannan, learned counsel for the appellant and Mr. K.M.Kodaiarasu, learned counsel for the respondent and perused the materials available in the record.

6. When the matter is taken up for hearing, today, the appellant appeared in person before this Court along with his learned counsel and full time settlement was arrived at, and accordingly a sum of Rs.11 lakhs was paid through two Demand Drafts Nos.009096, dated 26.06.2023, Amt.10,00,000/- and DD.No.009103, dated 23.06.2023, Amt.1,00,000/- Bank Name:HDFC, Shenoy Nagar, Chennai-600030, in the name of the appellant and the matter is settled out of Court.



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7. The Registry is directed to refund the entire Court fee to the appellant within a period of two weeks from the date of receipt of a copy of this Judgment.

8. Since the matter is settled out of Court, the Appeal Suit is dismissed as settled out of Court. No costs.

27.06.2023

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Index : Yes/No

Speaking Order: Yes/No

Neutral Citation: Yes/No

To

1.The XVII Additional Judge,
City Civil Court,
Chennai.

2.The Section Officer,
VR section,
High Court of Madras.



WEB COPY



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T.V.THAMILSELVI, J.

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