



A.No.266 of 2023 etc batch

**A.Nos.266, 505, 500, 499, 488, 487, 517, 516, 508, 506,
522, 521, 497, 496, 482, 483, 470, 468, 479, 481, 515, 514, 519, 518,
503, 502, 474, 473, 472, 471, 557, 556, 555, 554, 450, 449, 469, 467,
448, 447, 465, 464, 459, 458, 461, 460, 476, 475, 446, 445, 269, 268,
273, 272, 549, 548, 271, 270, 275, 274, 463, 462, 267, 404, 403, 486,
485, 492, 491, 490, 489, 513, 512, 559, 558 & 504 of 2023 &
O.A.Nos.582 & 583 of 2022**

in

C.S.No.185 of 2022

Reserved on 26.06.2023	Delivered on 09.08.2023
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K.KUMARESH BABU., J

These transfer applications have been filed by the plaintiff in C.S.No.185 of 2022.

2. C.S.No.185 of 2022 had been filed for various reliefs as against 55 defendants, the relief sought for in the Suit is as follows:-

a) grant leave to the plaintiff to sue the defendants and the alleged body of creditors as described in annexure to the plaint in a representative capacity under Order 1 Rule 8 of CPC.

b) for a direction (I) that an account may be taken of the amounts due by the plaintiff to the 1st defendant towards the principal, interest and cost in respect of



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mortgage (ii) that upon payment of the same by the plaintiff, 1st defendant may be directed to deliver to the plaintiff the mortgage instrument viz. Simple Mortgage Deed dated 07.12.2011 and registered as document No.13124 of 2011 in the office of the sub Registrar, Ambattur, Chennai and equitable mortgage, Blank cheques, demand promissory notes, Non-Judicial Stamp papers and all other documents of title in their possession or power relating to the suit property viz., all that piece and parcel of the 2/3rd undivided share of land measuring 6.5 cents i.e., 1890 sq.ft., together with second floor in the building at Plot No.37, Door No.19, North Park Street, Ambattur, Chennai-600 053, comprised in survey No.594/1A2 and 608 of Ambattur village, Ambattur Taluk, Thiruvallur District, morefully described in the Schedule A hereunder; and also (iii) execute and register an acknowledgment in writing to the effect that the mortgage created by the plaintiff in favour of the 1st defendant herein has been extinguished and also cancel the deed of simple



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Mortgage Deed dated 07.12.2011 and equitable mortgage
by clearing any encumbrance over the schedule of property
covered under the above said mortgage deed;

(c) for redemption of the second mortgage
(equitable) dated 09.10.2016 as merged by letter of
undertaking dated 09.10.2016 and also execute and register
an acknowledgment in writing to the effect that the
mortgage created by the plaintiff in favour of the 1st
defendant herein has been extinguished and also cancel the
deed of second mortgage deed dated 09.10.2016 by
clearing any encumbrance over the schedule of property
covered under the above said mortgage deed viz., All that
piece and parcel of the 2/3rd undivided share of land
measuring 6.5 cents i.e., 1890 sq.ft., together with second
floor in the building at Plot No.37, Door No.19, North Park
Street, Ambattur, Chennai – 600 053, comprised in survey
No.594/1A2 and 608 of Ambattur Village, Ambattur
Taluk, Thiruvallur District, morefully described in the
Schedule A hereunder;



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(d) for a declaration that the simple mortgage deed dated 07.12.2011 and registered as document No.13124 of 2011 in the office of the Sub Registrar, Ambattur, Chennai in respect of the Plaintiff Schedule A property executed by the plaintiff in favour of the 1st defendant has merged with an equitable mortgage and a letter of undertaking dated 09.10.2016 has become illegal, invalid and non est in the eyes of law in view of the discharge of the loan and shall not bind upon the plaintiff and his property;

(e) for rendition of accounts of the loan accounts plaintiff that the allegedly held with the 1st defendant as his group of persons as set out in the Annexure viz., General Body of Creditors/alleged creditors;

(f) for a mandatory injunction directing the defendants 1 to 23, 27 to 55 to return the Schedule B mentioned instruments such as undated, unfilled promissory notes, letters of undertaking, cheques and other instruments entrusted to the defendants 1 to 23, 27 to 55 at the time of creation of equitable mortgages/letter of



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undertaking;

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(g) for a permanent injunction, restraining the defendants 1 to 23 or anyone authorized by them or body of creditors as mentioned in the annexure to the plaint from bringing the plaint schedule A property for sale by private or public auction on any other subsequent date or date on the basis of the alleged simple mortgage deed dated 07.12.2011, and registered as document No.13124 of 2011 in the office of the Sub Registrar, Ambattur, Chennai as merged by letter of undertaking dated 09.10.2016;

(h) Grant such further or other relief;

3. It is the case of the applicant/plaintiff that using the blank pro-notes executed by him for availing certain financial facility which is subject matter of the present suit certain third parties have filed suit against him before the City Civil Court and hence, it had necessitated for him to take out these transfer applications to transfer those suits to the file of this Court.



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4.Mr.R.Thiyagarajan, learned counsel appearing for the applicant/plaintiff, Mr.S.R.Rajagopal, learned counsel appearing for the first respondent/defendant and Mr.T.Srikanth, learned counsel appearing for the various defendants, who had also initiated summary suits for recovery.

5.Mr.R.Thiyagarajan, learned counsel appearing for the applicant would submit that the instant suit had been filed seeking for various reliefs primarily for rendition of accounts; direction to execute and register the acknowledgment as to the extinguishment of simple mortgage deed dated 07.12.2011, redemption of equitable mortgage dated 19.11.2016; for an injunction restraining the defendants 1 to 3 or any one authorized by them or body of creditors mentioned in the annexure to the claim from bringing the plaint A schedule property for sale by private auction or public auction. He would vehemently contend that the first respondent herein being financier had also been providing financial assistance to him and in the course of his transactions, the applicant had executed various undated, unfilled pro-notes, letter of



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undertaking and accommodate letter for the transactions supra. He would

submit that on the strength of the aforesaid documents which the applicant had executed various suits on the file of City Civil Court has been initiated by the parties who are related to the aforesaid transactions.

He would submit that the plaintiff in those suits have claimed themselves to have been assigned with the pro-notes executed by the applicant jointly with certain third parties. He would submit that most of the

alleged creditors in the said suit having made parties to the suit. He

would further submit that the suits before the City Civil Court had been

filed by the respective plaintiffs herein in collusion and connivance with

the first respondent herein to unjustly enrich themselves by fabricating,

tinkering the documents that had been executed by the applicant as

directed by the first respondent for the transactions that had entered for

financial assistance provided prior to 2016. He would further submit that

only if the suits are all transferred to this Court to try along with the

instant suit, this Court would be in a better position to appreciate the

contentions of the applicant and for also an expeditious disposal of the

suit. He would also further submit that if the suits are allowed to be dealt

with independently by the respective City Civil Courts and considering



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the fact that the defence of the applicant would be the same in all the suits and that if different views are taken by the respective courts, it would not only prejudice the applicant, but also create unnecessary confusion.

6.From the above contentions, broadly his request to transfer the suits are made on the following points:-

- a) the suit promissory note in those suits have been executed only pursuant to the transactions in the suit;
- b)no consideration under the instrument of promissory note had been passed on to the applicant;
- c) no notices of assignment were given to the applicant;
- d) clause 13 enables the Court to withdraw and transfer any suits within superintending jurisdiction of this Court to which filed.

7.He would also rely upon the various judgments in the cases of

a) *Raghunath Singh and ors vs Mt.Hansraj Kunwar and ors,*



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reported in *AIR 1934 Privy Council 205*;

b) *D.Yellamanda vs Nappuraju Raghaviah and another*,
reported in *AIR 1934 Mad 314*;

c) *Kalidas Roy and ors vs University of Calcutta and ors*,
reported in *AIR (38) 1951 Cal.129*;

d) *Dominion of India and another vs Mahabir Lall and ors*,
reported in *AIR (38) 1951 Cal.285*;

e) *Asrumathi Debi vs Kumar Rukpendra Dab Baskot and ors*, reported in *AIR 1953 SC 198*;

f) *Lachumi Narayan Jute Manufacturing Co.Ltd., vs Dwip Narayan Singh*, reported in *AIR 1956 Cal.65*;

g) *In re., His Holiness Shri La.Sri Subramania Desika Gnanasambandha Pandarasannadhi Avl Adhinakarthar of Dharampuram Mutt, Dharampuram*, reported in *AIR 1958 MAD 284 (V.45)*;

h) *Seethai Mills Ltd., by present Managing Director M.J.Dorairaj vs. N.V.Perumalswamy regd., partnership rep., by its MD N.V.Perumalswamy Rajapalayam, Ramanathapuram District* reported in *1977 (2) MLJ 270*;



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i) ***Pramode Kumar Mittal vs. Sri Bhuramal Chiranjilal Mittal & Ors.***, reported in ***AIR 1977 CAL., 340;***

j) ***U.Nilan vs. Kannayyan (Dead) Through Lrs.***, reported in ***(1999) 8 SCC 511;***

k) ***V.K.Palaniappa Chettiar (Dead) Lrs., vs. Ramasami Gounder & Anr.***, reported in ***AIR 2001 SC 2186;***

l) ***Virendra Nath Thr., P.A.Holder R.R.Gupta vs. Mohd., Jamil & Ors.***, reported in ***AIR 2004 SC 3856;*** and

m) ***Satya Narain & Ors., Vs. Om Prakash & Ors.***, reported in ***(2009) 11 SCC 561***

which includes the judgment relating to the power of the Court to withdraw and transfer the suits to the file of this Court in support of his contentions.

8.Countering his arguments Mr.S.R.Rajagopal, learned Senior counsel appearing for the first respondent/first defendant would admit that the suit transaction relating to deposit of title deeds dated 18.09.2010 and the promissory note signed for a sum of Rs.20,00,000/- for the said transactions have been returned to the applicant. He would submit that in



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the course of business for providing financial assistance, money is sourced from various known source by the respondents and is transferred to the required people and for which repayments towards interest and principal are also transferred to the respondent with instructions as to which of the loan transaction would have to be satisfied. He would contend that the applicant herein has been having transactions ever since 2010 till the date of filing of the instant suit.

9.He would further submit that the applicant has been in the habit of even recommending people for whom, there was a necessity of funds and he had also along with person executed joint promissory notes in favour of the first respondent and also various third parties, from whom the money had been sourced to service, the requirement of the person concerned. He would submit that the transactions upon which the instant suit had been initiated are all independent transaction then the transactions upon which suits have been filed by the various parties before the City Civil Court. He would deny the claim of the applicant that the pro-notes executed for the instant suit transaction have not been returned and have been utilised by forging the same and that no consideration has been passed on the Court.



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WEB COPY 10.He would vehemently contend that the suit pro-notes before the

City Civil Court are all joint promissory notes executed by the applicant and the third parties in which money had been paid to the third party on the instructions of the applicant. He would submit that every pro-notes evidences payment for the execution of the respective pro-notes. Only based upon which such summary suits had been initiated by the respective parties. He would contend that the applicant is trying to prevent the lawful claims of the respective plaintiffs in the suits before the City Civil Court by clandestinely making a claim. He would further submit that it is not necessary to transfer the suits at the present stage. If the applicant is able to establish by taking out appropriate application that he has a right to defend the suit and in the process is able to establish that the earlier promissory notes which were issued by him for the present suit transaction is being misused in the said suit, then it may be open to him to seek transfer. He would further submit that as of today, the applicant is liable to pay a sum of Rs.6,69,52,879/- excluding the interest to 52% who have lend money to the applicants to wriggle out of such liability, the applicant is creating the cock and bull story. Hence, he



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would pray this Court, no indulgence is required in transferring the aforesaid suits from the City Civil Court as prayed by the applicant. He would also further submit that the applicant had prayed for a blanket injunction restraining anyone authorised either by the first respondent/applicant or any body of creditors from enforcing or initiating any recovery proceedings or legal action as the same is opposed to Section 36 of the Specific Relief Act. In that context, he would submit that what the application seeks for bare injunction restraining individuals who have claim against the applicant from proceedings against him. Therefore, he would submit that such an injunction could not be entertained by this Court.

11. Apart from that, he would submit that further application in O.A.No.582 of 2022 is concerned, it is for restraining the defendants from bringing the property to sale either by private or public auction to recover the dues from the applicant. He would submit that it is a right of mortgagee to bring about the sale of the property, mortgaged so as to enable him to recover the dues from the mortgagor. The said right is a statutory right which cannot be sought to be enjoined by the applicant



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and therefore, he would also seek to dismiss the above applications.

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12.Mr.T.Srikanth, learned counsel appearing for the respondents who had also initiated a suit before the City Civil Court would at the outset submit that he adopts the arguments made by Mr.S.R.Rajagopal, the learned Senior counsel appearing for the first respondent. He would further contend that it is false to claim that the suit pro-note executed by the applicant in respect of the instant suit transactions have been fabricated to institute the respective suits before the City Civil Court. He would submit by referring to some of the pro-notes which are subject matter before the City Civil Court contend that the promissory note executed by the applicant along with others bears the endorsement of payment of consideration under the said pro-note during the relevant period and from that date the suit was well within the period of limitation. He would also submit that a cause of action as pleaded in those suits are all cause of action based on the pro-note executed by the applicant along with other third parties for the consideration that had been noted in each of the pro-notes in those suits. He would submit that the applicant herein has come with unclean hands before this Court by



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making false allegations against the defendants. He would also submit that the respondents are entitled to persecute the claim of the respective individuals as against the applicants and the applicant by making false allegations, he is trying to steal-away the rightful legal claim available to the such respondents. This Court should not grant injunction restraining a person from initiating any legal claim against the applicant. Hence, he would therefore seek this Court to dismiss all the applications seeking withdraw and transfer of the suits from the City Civil Court and vacate the interim stay granted by this Court and also refuse the injunction prayed for by the applicant in the instant suit.

13.I have heard the rival submissions made by the respective counsel and perused the materials placed on record.

14.Claim of Mr.R.Thiyagarajan, the learned counsel appearing for the applicant is that he had entered upon into the transactions with the first respondent and through him being also a financial broker have entered into various transactions with the respondents 2 to 11 for which he had executed mortgage deeds also . He had also admitted to have



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received further sum for which he had also executed a letter of undertaking in favour of the first defendant on 09.10.2016 for having received various sums amounting to Rs.1,00,00,000/- from the defendants 12 to 23 in the instant suit. A reading of the plaint do not disclose any further transaction between the applicant and the first respondent and any other person. According to the plaint, last of the money transaction between the applicant and the defendants was in the year 2016. A reading of the cause of action of the plaint in the instant suit also only evidences the same.

15.The suits that had been filed by the respective plaintiffs before the City Civil Court are on the basis of pro-notes executed by the applicant along with other third parties. A perusal of the copy of the said pro-notes, relied upon by the learned counsel appearing for the respondents, produced before me also indicate consideration being passed on under the said pro-notes in favour of one of the executor of the pro-notes. Certificate had also been issued by the bank concern evidencing transfer of money of the cheque indicated in the said pro-notes. The pro-notes are alleged to have been executed in the year 2018



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and the consideration also seems to have been made in the year 2017 for the said pro-notes upon which the suits have been filed.

16.The cause of action in the suits pending before the Court below are extracted hereunder:-

A.No.266 of 2023

O.S.No.7139 of 2022 on the file of the XI Asst. City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 31.05.2019, when the defendants borrowed money and executed the suit promissory notes in favour of the said Rahul Finance, Rinku Finance and Rahul Investment, and on 30.7.2019 and 14.8.2019, when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 03.08.2019 and on 21.08.2019, when the said finance agent had made their part payment towards principal and interest in favour of the said Rahul Finance, Rinku Finance and Rahul investment and subsequently when the defendants committed default in payment of



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the amount.

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A.No.272 of 2023

O.S.No.6971 of 2022 on the file of XXI Asst. City, Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 27.5.2019, 24.4.2019 when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff, Sha Masingi Shantilal, Achalchand HUF and Rishabh Investment and on 05.08.2019, 17.06.2019, 16.07.2019, when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 05.08.2019, 20.06.2019, 16.07.2019, when the said finance agent had issued their cheques towards part payment of principal in favour of the plaintiff, Sha Masingj Shantilal, Achalchand HUF and Rishabh Investment and subsequently when the defendants committed default in payment of the amount.

A.No.274 of 2023

O.S.No.7138 of 2022 on the file of XI Asst. City Civil Court, Chennai.



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The cause of action for the suit arose at Chennai, on 8.8.2019 and 3.12.2018, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and Manoj Kumar & Co., and on 31.01.2019, 20.03.2019, 10.04.2019, 11.05.2019, 16.06.2019, 03.08.2019 and 06.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 02.02.2019, 20.03.2019, 10.04.2019, 16.05.2019, 21.06.2019 and on 06.08.2019 when the said finance agent had made their part payment towards principal and interest in favour of the Manoj Kumar & Co., and the said Manoj Kumar & Co., on 14.6.2022, had endorsed their promissory note in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.270 of 2023

O.S.No.7249 of 2022 on the file of the XVIII Asst. City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 29.6.2019 when the defendants borrowed money and executed the two suit



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promissory notes in favour of the plaintiff and Mangilal C.Jain and on 20.8.2019 when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 28.8.2019 when the said finance agent had issued their cheques towards part payment of principal in favour of the plaintiff and Mangilal C.Jain and on 20.6.2022, when the said Mangilal C.Jain had endorsed their promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.268 of 2023

O.S.No.7137 of 2022 on the file of the VIII Asst. City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 20.08.2019, when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff and Anju Jain and subsequently when the defendants committed default in payment of the amount.

A.No.460 of 2023



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O.S.No.7132 of 2022 on the file of the VIII Asst. City Civil Court,
Chennai

The cause of action for the suit arose at Chennai, on 24.07.2019, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 18.06.2022, when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 18.06.2022 when the said finance agent had made their part payment towards principal in favour of the plaintiff, and subsequently when the defendants committed default in payment of the amount.

A.No.464 of 2023

O.S.No.7133 of 2022 on the file of the VIII Asst. City Civil Court
Chennai

The cause of action for the suit arose at Chennai, on 24.07.2019, when the defendants borrowed money and executed the two suit promissory note in favour of the plaintiff and Anju Jain and on



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18.06.2022, when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 18.06.2022 when the said finance agent had made their part payment towards principal in favour of the plaintiff and the said Anju Jain, and on 13.07.2022, when the said Anju Jain had endorsed her promissory note in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.468 of 2023

O.S.No.7127 of 2022 on the file of the VIII Asst.City Civil Court Chennai

The cause of action for the suit arose at Chennai, on 08.04.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 08.07.2019 when the defendants made a part payment towards principal and interest by cash directly to the plaintiff and on 26.07.2019 when the defendants issued consolidated part payment by cheque in favour of their finance agent with instructions to distribute the same among the financiers and on 30.07.2019 when the



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said finance agent had issued their cheque towards part payment of principal and interest in favour of the plaintiff, and subsequently when the defendants committed default in payment of the amount.

A.No.467 of 2023

O.S.No.6968 of 2022 on the file of the XXI Asst. City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 10.05.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 15.07.2019 and 15.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 17.07.2019 and 21.08.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff, and subsequently when the defendants committed default in payment of the amount.

A.No. 471 of 2023

O.S.No.6918 of 2022 on the file of the XXI Asst. City Civil Court,



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Chennai

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The cause of action for the suit arose at Chennai, on 07.03.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 27.04.2019 27.05.2019, 27.06.2019 and 27.07.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 06.05.2019, 29.05.2019, 01.07.2019 and 31.07.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff, and subsequently when the defendants committed default in payment of the amount.

A.No.473 of 2023

O.S.No.7134 of 2022 on the file of the VIII Asst. City Civil Court,
Chennai

The cause of action for the suit arose at Chennai, on 26.03.2019 and 24.09.2018, when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff and Sanjay M.Jain HUF



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and on 30.05.2019, 27.07.2019, 02.11.2018, 24.12.2018, 07.01.2019, 22.02.2019, 03.04.2019, 17.05.2019, 04.06.2019, 06.06.2019, 30.07.2019 and 31.7.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 30.05.2019, 31.07.2019, 08.11.2018 27.12.2018, 07.01.2019, 23.02.2019, 03.04.2019, 18.05.2019, 07.06.2019, 31.07.2019 when the said finance agent had made their part payments towards principal and interest in favour of the plaintiff, and the said Sanjay M.Jain HUF and on 28.6.2022, when the said Sanjay M.Jain HUF had endorsed their two promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.475 of 2023

O.S.No.7248 of 2022 on the file of the XVIII Asst. City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 3.12.2018 and on 08.08.2019, when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff, and Varun Doshi HUF



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and on 31.01.2019, 20.03.2019, 10.04.2019, 11.05.2019, 16.06.2019, 03.08.2019 and 06.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 02.02.2019, 20.03.2019, 10.04.2019, 16.05.2019, 21.06.2019 and on 06.08.2010 when the said finance agent had made their part payment towards principal and interest in favour of the plaintiff and the said Varun Doshi HUF and they on 16.06.2022, had endorsed their promissory notes in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.481 of 2023

O.S.No.6972 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 31.05.2019, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 30.07.2019, 14.08.2019, when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 03.08.2019, 21.08.2019 when the said



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finance agent had made their part payments towards principal and interest in favour of the plaintiff, and subsequently when the defendants committed default in payment of the amount.

A.No.462 of 202314

O.S.No.7140 of 2022 on the file of the XI Asst. City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 20.4.2019, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 16.06.2019, 16.07.2019, 16.08.2019 and 18.06.2022, when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 20.06.2019, 18.07.2019, 21.08.2019 and 18.06.2022 when the said finance agent had made their part payment towards principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.483 of 2023



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O.S.No.7131 of 2022 on the file of the VIII Asst. Judge, City Civil Court,
Chennai14

The cause of action for the suit arose at Chennai, on 23.04.2019 and 17.07.2019 when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff and on 17.06.2019, 16.07.2019, when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 20.06.2019, 16.07.2019, when the said finance agent had issued their cheques towards part payment of principal in favour of the plaintiff, in respect of promissory note dated 23.04.2019 and subsequently when the defendants committed default in payment of the amount.

A.No.485 of 2023

O.S.No.7306 of 2022 on the file of the XX Asst. Judge, City Civil Court,
Chennai

The cause of action for the suit arose at Chennai, on 29.10.2018, when the defendants borrowed money and executed the suit promissory



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note in favour of the plaintiff and on 24.04.2019 and 17.07.2019 when defendants borrowed money and executed the two promissory notes in favour of Divya Jain, on 17.07.2019, 29.10.2018 and 24.04.2019, when the defendants borrowed money and executed three promissory notes in favour of Varun Doshi, HUF and on 24.04.2019 and 29.10.2018, when defendants borrowed money and executed two promissory notes in favour of Rajendra C.Jain HUF and on 21.12.2018, 21.01.2019, 21.02.2019, 21.03.2019, 21.04.2019, 21.05.2019, 21.06.2019, 21.07.2019, 21.08.2019, 17.06.2019 and 16.07.2019, when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 27.12.2018, 24.01.2019, 23.02.2019, 25.03.2019, 27.04.2019, 23.05.2019, 25.06.2019, 24.07.2019, 29.08.2019, 20.06.2019, 16.07.2019, when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff, Divya Jain, Varun Doshi, HUF and Rajendra C Jain HUF and on 11.6.2022 the said Divya Jain, Varun Doshi, HUF and Rajendra C Jain HUF, had endorsed their 7 promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants



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committed default in payment of the amount.

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A.No.487 of 2023

O.S.No.6969 of 2022 on the file of the XXI Asst. Judge, City Civil Court,
Chennai

The cause of action for the suit arose at Chennai, on 08.04.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 08.07.2019 when the defendants made a part payment towards principal and interest by cash directly to the plaintiff and on 26.07.2019 when the defendants issued consolidated part payment by cheque in favour of their finance agent with instructions to distribute the same among the financiers and on 30.07.2019 when the said finance agent had issued their cheque towards part payment of principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.489 of 2023

O.S.No.7142 of 2022 on the file of the XI Asst. Judge, City Civil Court,
Chennai



A.No.266 of 2023 etc batch

The cause of action for the suit arose at Chennai, on 22.05.2019

when the defendants borrowed money and executed the two suit promissory notes in favour of the plaintiff and Varun Doshi HUF and on 22.07.2019 and 20.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among t the financiers and on 24.07.2019 and 29.08.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff and Varun Doshi HUF and on 10.06.2022, when the said Varun Doshi HUF had endorsed their promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.491 of 2023

O.S.No.6920 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 31.07.2019, when the defendants borrowed 14money and executed the suit promissory note in favour of the plaintiff and subsequently when the



A.No.266 of 2023 etc batch

defendants committed default in payment of the amount as stated above.

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A.No.496 of 2023

O.S.No.7129 of 2022 on the file of the VIII Asst. Judge, City Civil Court, Chennai.

The cause of action for the suit arose at Chennai, on 27.06.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 14.08.2019, when the defendants issued consolidated part payment towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on 17.08.2019 when the said finance agent had issued their cheque towards part payment of principal in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.499 of 2023

O.S.No.5165 of 2022 on the file of the VI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 02.08.2018, when the defendants borrowed money and executed the suit promissory



A.No.266 of 2023 etc batch

note in favour of the plaintiff, Mrs. P.Payal and Rajesh Kumar Ratanchand and on the respective dates when the defendants issued consolidated cheques in favour of their finance agent with instructions to distribute the same among the financiers and on 05.09.2018, 05.10.2018, 08.11.2018, 05.12.2018, 05.01.2019, 05.02.2019, 25.03.2019, 04.04.2019, 06.05.2019 and 07.06.2019 when the said finance agent had issued their cheques in favour of the plaintiff and the said Mrs.P.Payal and Rajesh Kumar Ratanchand and on 27.5.2022, when the said Mrs. P.Payal and Rajesh Kumar Ratanchand had endorsed their promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.502 of 2023

O.S.No.6965 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 08.03.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 27.04.2019, 27.05.2019, 27.06.2019



A.No.266 of 2023 etc batch

and 27.07.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 06.05.2019, 29.05.2019, 01.07.2019 and 31.7.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff and subsequently when the above defendants committed default in payment of the amount.

A.No.504 of 2023

O.S.No.6922 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 08.08.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and subsequently when the defendants committed default in payment of the amount.

A.No.506 of 2023

O.S.No.7128 of 2022 on the file of the VIII Asst. City Civil Court, Chennai



A.No.266 of 2023 etc batch

The cause of action for the suit arose at Chennai, on 06.07.2019 and 08.07.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, Rajendra C.Jain HUF and on 05.08.2021 and 06.08.2021 when the defendants issued consolidated payments in favour of their finance agent with instructions to distribute the same among the financiers and on 06.08.2021 when the said finance agent had issued their cheque towards part payment of interest in favour of the plaintiff and the said Rajendra C.Jain HUF and on 04.06.2022, when the said Rajendra C.Jain HUF had endorsed their promissory note in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.516 of 2023

O.S.No.6919 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 13.05.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and Sanjay M.Jain HUF, and on 15.07.2019 and 15.08.2019 when the defendants issued consolidated part payments



A.No.266 of 2023 etc batch

towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 17.07.2019 and 21.08.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff and Sanjay M.Jain HUF and on 10.06.2022, when the said Sanjay M.Jain HUF had endorsed their promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.521 of 2023

O.S.No.6967 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 10.05.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 15.07.2019 and 15.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 17.07.2019 and 21.08.2019 when the said finance agent had issued their cheques towards part payment of



A.No.266 of 2023 etc batch

principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.514 of 2023

O.S.No.6966 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 10.05.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 15.07.2019 and 15.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 17.07.2019 and 21.08.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.518 of 2023

O.S.No.6970 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai



A.No.266 of 2023 etc batch

The cause of action for the suit arose at Chennai, on 24.04.2019

when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 08.07.2019 when the defendants made a part payment towards principal and interest by cash directly to the plaintiff and on 26.07.2019 when the defendants issued consolidated part payment by cheque in favour of their finance agent with instructions to distribute the same among the financiers and on 30.07.2019 when the said finance agent had issued their cheque towards part payment of principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.558 of 2023

O.S.No.6973 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 02.08.2019, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.



A.No.266 of 2023 etc batch

A.No.554 of 2023

O.S.No.7169 of 2022 on the file of the XV Asst. Judge, City Civil Court,
Chennai

The cause of action for the suit arose at Chennai, on 23.04.2019 and 17.07.2019 when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff and on 17.06.2019, 16.07.2019, when the defendants issued consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on, 20.06.2019, 16.07.2019, when the said finance agent had issued their cheques towards part payment of principal in favour of the plaintiff, in respect of promissory note dated 23.04.2019 and subsequently when the defendants committed default in payment of the amount.

A.No.548 of 2023

O.S.No.7141 of 2022 on the file of the XI Asst. Judge, City Civil Court,
Chennai

The cause of action for the suit arose at Chennai, on 20.04.2019, when the defendants borrowed money and executed the suit promissory



A.No.266 of 2023 etc batch

note in favour of the plaintiff and on 16.06.2019, 16.07.2019, 16.08.2019 and 18.06.2022, when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 20.6.2019, 18.07.2019, 21.08.2019 and 18.06.2022 when the said finance agent had made their part payment towards principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.512 of 2023

O.S.No.6921 of 2022 on the file of the XXI Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 31.07.2019 when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.458 of 2023

O.S.No.7247 of 2022 on the file of the XVIII Asst. Judge, City



A.No.266 of 2023 etc batch

Civil Court, Chennai

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The cause of action for the suit arose at Chennai, on 24.04.2019 and 17.07.2019 when the defendants borrowed money and executed the suit promissory notes in favour of the plaintiff and on 17.06.2019, 16.07.2019, when the defendants issues consolidated part payments towards principal in favour of their finance agent with instructions to distribute the same among the financiers and on, 20.06.2019, 16.07.2019, when the said finance agent has issued their cheques towards part payment of principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.449 of 2023

O.S.No.7136 of 2022 on the file of the VIII Asst. Judge, City Civil Court, Chennai

The cause of action of the suit arose at Chennai, on 20.04.2019, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 16.06.2019, 16.07.2019, 16.08.2019 and 18.06.2022, when the defendants issued consolidated part payments



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towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 20.06.2019, 18.07.2019, 21.08.219 and 18.06.2022 when the said finance agent had made their part payment towards principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.447 of 2023

O.S.No.7135 of 2022 on the file of the VIII Asst. Judge, City Civil Court, Chennai

The cause of action for the suit arose at Chennai, on 24.09.2018, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff and on 02.11.2018, 24.12.2018, 07.01.2019, 22.02.2019, 03.04.2019, 17.05.2019, 04.06.2019 & 06.06.2019, 30.07.2019 and 31.07.2019, when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 08.11.2018, 27.12.2018, 07.01.2019, 23.02.2019, 03.04.2019, 18.05.2019, 07.06.2019 and 31.07.2019 when the said



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finance agent had made their part payments towards principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.445 of 2023

O.S.No.7130 of 2022 on the file of the VIII Asst. Judge City Civil court, Chennai

The cause of action for the suit arose at Chennai, on 10.05.2019 when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, and on 15.07.2019 and 15.08.2019 when the defendants issued consolidated part payments towards principal and interest in favour of their finance agent with instructions to distribute the same among the financiers and on 17.07.2019 and 21.08.2019 when the said finance agent had issued their cheques towards part payment of principal and interest in favour of the plaintiff and subsequently when the defendants committed default in payment of the amount.

A.No.403 of 2023

O.S.No.7245 of 2022 on the file of the XVII Asst. Judge, City Civil



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Court, Chennai

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The cause of action for the suit arose at Chennai, on 02.08.2018, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, Sha Babulal Rajesh Kumar, Bhawarlal P.Jain and Vijay M.Jain HUF and on the respective dates when the defendants issued consolidated cheques in favour of their finance agent with instructions to distribute the same among the financiers and on 05.09.2018, 05.10.2018, 08.11.2018, 05.12.2018, 05.01.2019, 05.02.2019, 25.03.2019, 04.04.2019, 06.05.2019 and 07.06.2019 when the said finance agent had issued their cheques in favour of the plaintiff and the said Sha Babulal Rajesh Kumar, Bhawarlal P.Jain and Vijay M.Jain. HUF and on 27.05.2022, when the said Sha Babulal Rajesh Kumar, Bhawarlal P.Jain and Vijay M.Jain HUF had endorsed their promissory notes in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

A.No.556 of 2023

O.S.No.5202 of 2022 on the file of the XXIII Asst. Judge, City Civil



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Court, Chennai

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The cause of action for the suit arose at Chennai, on 02.08.2018, when the defendants borrowed money and executed the suit promissory note in favour of the plaintiff, Mrs.Divya Jain and Sanjay Kumar Ambalal HUF and on the respective dates when the defendants issued consolidated cheques in favour of their finance agent as stated in 1st table in para 4,7 and 10 with instructions to distribute the same among the financiers and on 05.09.2018 05.10.2018, 08.11.2018, 05.12.2018, 05.01.2019, 05.02.2019, 25.03.2019, 04.04.2019, 06.05.2019 and 07.06.2019 when the said finance agent had issued their cheques in favour of the plaintiff and the said Mrs.Divya Jain and Sanjay Kumar Ambalal HUF and on 27.5.2022, when the said Mrs.Divya Jain and Sanjay Kumar Ambalal HUF had endorsed their promissory note in favour of the plaintiff for valuable consideration and subsequently when the defendants committed default in payment of the amount.

17.The cause of action for initiating the present suit is transactions which had happened prior to 2017. The cause of action upon which the suits that had been initiated before the City Civil court are all after 2017.



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Even if the applicant is able to succeed in the instant suit, it is for him to defend the suits filed before the City Civil Court, as *prima facie* it seems to be an independent transactions that had been entered by him along with third parties. If the applicant is able to establish that the pro-notes in those suits have been issued by him for transactions prior to the year 2017, then it is always open to them to succeed in the said suit.

18. Various judgments have been relied upon by the learned counsel appearing for the applicant to support his contentions. It is to be noted that certain of the judgments go into the merits of the case, such as right to redemption which cannot be gone into at the present stage. The other judgments which dealt with the powers of this Court to withdraw and transfer the suits to the file of this Court and clause 13 of the Letters Patent Act had not been disputed by the learned counsel appearing for the respondents. It is also a well established principle that this Court can always exercise powers under the Letters Patent Act as well as the Civil Procedure Code to withdraw and transfer a suit pending on the file of a Court itself or to any other Court. Therefore, for brevity I do not propose to dwell upon the judgments relied upon by Mr.R.Thiyagarajan, in



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proceedings further.

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19.Since I have prima facie found that the cause of action in the present suit relates to incidents that had occurred prior to 2017 and the cause of action in the suits filed before the City Civil Court are all based upon the incident that had happened after 2017, I am not exercising the powers of this Court under Clause 13 of the Letters Patent Act to withdraw and transfer the suits on the file of the City Civil Court. Therefore, all the applications seeking for withdrawing and transferring of the respective suits from the City Civil Court are rejected. Consequently, the interim stay of proceedings further in the respective suits are also vacated.

20.As rightly contended by the learned counsel appearing for the respondents, an injunction cannot be granted as against the legal claim made by an individual. In application No.583 of 2022, the applicant had sought for an injunction restraining the first respondent or any one authorised by the first respondent or any body of creditors from enforcing or initiating recovery proceedings or legal action as being opposed to Section 32 of the Specific Relief Act. Seeking for such an



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injunction, in my opinion is to preposterous. The Court has to refrain itself from injunctioning any individual to lawfully initiate any proceedings that is legally available to him. If such an injunction is granted it would affect the fundamental right available to an individual and I would be slow in granting such injunction as the person aggrieved by filing such a proceedings, always has the right to defend himself, therefore, I am not inclined to entertain such an injunction and the application in O.A.No.583 of 2022 will have to be dismissed.

21.A further application had also been filed by the applicant seeking for an injunction restraining the defendants from bringing particularly Schedule A property to the plaintiff for sale by way of a private or public auction.

22.From a reading of the counter filed by the first respondent herein he had admitted that the applicant herein pursuant to the mortgage deed executed by him by way of deposit of title deeds on 18.09.2010 had closed these accounts and he had returned the promissory notes that were executed by the applicant in respect of the said loan transaction. He had



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not made any specific statement that the applicant had not been repaying the loans pursuant to the second mortgage deed dated 07.11.2011. Infact in paragraph 2(j) of his counter he had indicated that a sum of Rs.1,00,00,000/- had been paid to the applicant and there is a balance of amount due and payable. The applicant/plaintiff had also filed the statement of accounts in the suit and also makes a claim he is liable to pay only a meagre amount. These facts will have to be ascertained at the completion of the trial and only thereafter a finding had to be given as to what is the actual amount due from the plaintiff to the defendants under the mortgage deed of the year 2011. It is therefore in the interest of the respective parties the property mentioned in Schedule A which is subject matter of the suit would have to be protected or otherwise third party interest would set in creating further complication.

23.Hence, in the light of the findings and reasonings, I am of the view that the applicant is entitled for an injunction as prayed for in O.A.No.582 of 2022 and accordingly it is allowed and O.A.No.583 of 2022 is dismissed and all other Applications are dismissed. However there shall be no order as to costs.



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Index :Yes/No

Internet:Yes/No



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K.KUMARESH BABU.,J

pbn

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