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C.S.(Comm Div) No.279 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.04.2024

CORAM

THE HON'BLE MR. JUSTICE P.VELMURUGAN

C.S.(Comm Div) No.279 of 2023

M/s.Paterson Consulting Group Pvt. Ltd.,
A private Limited Company,
'Vanguard House", No.48,
Second Lane Beach, Chennai – 600 001
Represented by its Manager Mr.Santhose K.R.

... Plaintiff

Vs.

Ms.Sheila Ajay Pratheeb,
Wife of Mr.J.V.K.Ajay Pratheeb,
No.3/544, 3rd Cross Street,
Lakshmana Perumal Koil Street,
Kottivakkam, Chennai – 600 041.

... Defendant

PRAYER: The Complaint filed under Order VII Rule 1 of the Madras High Court Original Side Rules of this Court read with Order XXXVII Rule 1 of C.P.C., and Section 7 of the Commercial Courts Act, 2015 and suit numbered as C.S.(Comm Div) No.279 of 2023, praying for judgment and decree against the defendant , as follows:

a) Directing the Defendant to pay the Plaintiff a sum of Rs.1,27,50,000/- (Rupees One Crore Twenty Seven Lakhs Fifty Thousand Only) with further interest at the rate of 30 percent per Annum



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on Rs.1 00 00 000/- (Rupees One Crore Only) from date of plaint till the date of payment in full and

b) Direct the Defendant to pay the cost of the suit.

For Plaintiff : Ms. Anil Relwani

For Defendant : Set ex-parte on 04.04.2024

J U D G M E N T

The plaintiff-Company has filed the suit to direct the defendant to pay the plaintiff a sum of Rs.1,27,50,000/- (Rupees One Crore Twenty Seven Lakhs Fifty Thousand Only) with interest at the rate of 30 percent per Annum on Rs.1,00,00,000/- (Rupees One Crore Only) from date of plaint till the date of payment in full and for the costs of the suit.

2. The plaintiff-Company has a long-term association with the defendant and her husband and hence the plaintiff lent a huge sum of Rs.1,00,00,000/- (Rupees One Crore only) to the defendant on the basis of trust and promise made by the defendant. Though the defendant and her husband have given hope to the plaintiff that they would re-pay the money, even after lapse of several months, the defendant failed to make



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any re-payment of money. The defendant has admitted her liability in the legal reply ,dated 10.03.2023. The transaction between the plaintiff and the defendant is commercial in nature and hence, the plaintiff is constrained to file the present suit for recovery of money.

3. Since it is a summary suit and on a perusal of the records, it shows that no application has been filed by the defendant for grant of leave to defend the suit. The defendant has not filed written statement and the defendant has already been set ex-parte by this Court on 04.04.2024.

4. In order to substantiate their claim, the plaintiff-Company has filed the proof affidavit. Since it is a summary suit, the plaintiff has filed the proof affidavit along with the documents and the same are recorded and the authorised signatory of the plaintiff's Company has also reiterated the averments made in the plaint in his proof affidavit. The plaintiff has filed the following documents along with the plaint in support of his claim.



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1. Board resolution of Paterson Consulting Group private limited dated 20.04.2022.
2. Promissory Note for Rs.75 Lakhs dated 27.04.2022.
3. Promissory Note for Rs.25 Lakhs dated 28.04.2022
4. Pan Card of Shiela Ajay Pratheeb
5. Aadhar card of Shiela Ajay Pratheeb
6. Undated cheque from Sheila Ajay Praheeb for Rs.75 Lakhs and Rs.25 Lakhs- “753995 & “753996”.
7. HDFC Bank Statement for Rs.75 Lakhs dated 27.04.2022.
8. HDFC Bank statement for Rs.17.50 Lakhs after deducting interest dated 06.05.2022.
9. Demand Notice dated 30.12.2022 from the plaintiff returned as unclaimed.
10. Reminder dated 11.01.2023 from the plaintiff with acknowledgement card.
11. Legal reply dated 10.03.2023 from the defendant.
12. Reply to Legal notice dated 15.05.2023 by the plaintiff and the acknowledgement card.



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13. Second legal notice dated 16.06.2023 from the defendant.

14. Sale deed dated 29.01.2010 (Document No.726/2010, SRO, Sriperumbudur) favouring the defendant.

15. Statement of interest as on 26.08.2023 for the period from 27.04.2022 to 26.08.2023.

16. Board resolution dated 18.07.2023 to Authorize Mr.Santhosh K.R. To appear in Courts.

On a perusal of the pleadings and the plaint averments and also the proof affidavit along with documents, this Court finds that the plaintiff-Company has proved their claim.

5. This Court, after giving due consideration to the plaint averments and the documents filed along with the plaint, is of the considered view that the plaintiff has proved the suit claim. Accordingly, the suit is decreed as prayed for with costs.

18.04.2024

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P.VELMURUGAN, J.



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