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C.M.P.No.512 of 2024
in A.S (SR) No.103010 of 2023
& C.M.P.No.483 of 2024
in A.S (SR) No.103009 of 2023

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M.SUNDAR, J.,
and
K.GOVINDARAJAN THILAKAVADI, J.,

[Order of the Court was made by M.SUNDAR.J.,]

This common order will now dispose of the captioned two 'Civil Miscellaneous Petitions' ['CMPs' in plural and 'CMP' in singular for the sake of brevity, convenience and clarity].

2. Captioned CMPs have been filed with 'Condonation of Delay' ['CoD' for the sake of brevity] prayers qua 94 days in paying the deficit Court fees.

3. Mr.Pranav V.Shankar, learned counsel for petitioner company in both the CMPs submits that the delay was on account of some bonafide facts as adverted to in paragraph 5 of the support affidavit. Learned counsel elaborating on this, submitted that there was some financial difficulty for the



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petitioner Company and this should have been articulated with clarity and specificity in the support affidavit. However, considering the trajectory the matter is taking [as would be alluded to infra] we are not delving more into this pleadings aspect.

4. The trajectory is, Mr.V.Rajesh, learned counsel with address for service at No.63, Law Chambers, Madras High Court, Chennai-104 submits that he has instructions to accept notice for all three respondents. Learned counsel also fairly submits that he is ready to have the captioned CMPs heard out. Therefore, captioned CMPs were heard out.

5. Learned counsel pointed out that the two suits out of which the main appeals arise are mortgage suits by the mortgagee Company i.e., suit for money on the foot of equitable mortgages qua two immovable properties, the same have been decreed and the entire amount as per the decree i.e., with 12% interest has been paid. However, as regards the CMP prayer, learned counsel submits that financial difficulty is a faint ground.

6. We carefully considered the submissions made on both sides.

7. We find that the captioned appeals are restricted to a part of the interest component i.e., differential interest qua interest awarded by the trial



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Court and the contractual rate of interest i.e., 12% and 24%. Considering the limited scope of the captioned appeals and considering the fact that appeals are directed against preliminary decrees in mortgage suits by a mortgagee Company, we deem it appropriate to accede to the CoD prayer [to be noted, the deficit Court fee has since been paid in full] making it clear that this will not serve as a precedent in all matters in the days to come and pleadings with specificity will be deemed imperative for such prayers. To be noted, we have also noticed that the prayer is innocuous as acceding to the prayer would only ensure that the appeals are heard out on merits. It may really not cause legal injury in that sense of the matter to the respondent.

In the light of narrative, discussion and dispositive reasoning thus far, captioned CMPs are allowed i.e., ordered as prayed for.

[M.S.,J.] [K.G.T.,J.]
11.01.2024

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