



S.A.No.626 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment Reserved on
19.02.2024

Judgment Pronounced on
05.04.2024

CORAM

THE HONOURABLE MR. JUSTICE P.B.BALAJI

S.A.No.626 of 2018

1.Praveen Chordia
2.Pradeep Chordia

..Appellants

Vs.

1.Asaithambi
2.A.Malarvizhi

..Respondents

PRAYER: The Second Appeal filed under Section 100 of the Civil Procedure Code against the judgment and decree dated 12.02.2018 made in Cross Objection No.450 of 2009 on the file of the V Additional City Civil Court, Chennai, allowing the Cross Objection modifying the preliminary judgment and decree dated 27.03.2008 made in O.S.No.3358 of 2007 on the file of XII Assistant City Civil Court, Chennai in so far as awarding 6% interest from the date of plaint till realization and allow the above Second Appeal.

For Appellants : Mr.N.A.Nissar Ahmed
Senior Counsel
for Mrs.I.Kowser Nissar

For Respondents : Mr.G.Appavu



S.A.No.626 of 2018

JUDGMENT

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"It is not my principle to pay interest and it is not in my interest to pay the principal" , of late, appears to be the motto of unscrupulous debtors.

2.This Second Appeal has been filed against the judgment and decree dated 12.02.2018 made in Cross Objection No.450 of 2009 on the file of the V Additional City Civil Court, Chennai, allowing the Cross Objection modifying the judgment and decree dated 27.03.2008 made in O.S.No.3358 of 2007 on the file of XII Assistant City Civil Court, Chennai.

3.The Second Appeal arises in a suit for redemption of mortgage filed by the plaintiffs. The defendants have come up by way of the present Second Appeal, questioning only the rate of interest awarded by the First Appellate Court. There is no appeal preferred as against the judgment and decree against the plaintiffs adjudicating the principal amount payable by them in the suit for redemption of mortgage.

4.The parties are described as per their litigating status before the Trial



S.A.No.626 of 2018

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5.The 1st plaintiff is the owner of the suit property, having purchased the same under a registered Sale Deed dated 15.12.1983. The 2nd plaintiff is the wife of the 1st plaintiff. The plaintiffs borrowed a sum of Rs.6,00,000/- from the defendants to meet their domestic requirements and also to purchase a plot at Pammal and in respect of the said borrowing, the plaintiffs executed/registered a Deed of Mortgage dated 03.03.2005, in favour of the defendants, undertaking to repay the said sum of Rs.6,00,000/-, together with interest at 24% per annum on or before 31.12.2005. The 2nd plaintiff joined the institution of the suit in the capacity as surety. In terms of the Mortgage Deed, interest payable was 24% per annum at compounded rate and in the event of default for three subsequent months, the Mortgagee would be entitled to demand the entire money due, together with interest thereon. Penal interest at the rate of 30% was also contracted between the parties and power of sale under Section 69 of the Transfer of Property Act, without the intervention of the Court, was also conferred on the defendants.

6.Admittedly, the plaintiffs defaulted in payment of interest and calling upon the plaintiffs to pay the principal, along with accrued interest at



S.A.No.626 of 2018

Rs.9,98,388/-, the defendants caused a lawyer's notice on 03.05.2007.

Thereafter, the plaintiffs have approached the Court admitting the borrowing of Rs.6,00,000/- as well as the execution of the registered Mortgage Deed on 03.03.2005, seeking redemption of the Mortgage and also for declaration that the claim of interest at 24% per annum and default, penal interest was illegal and null and void.

7.The defendants filed a written statement resisting the suit claim and stating that the Mortgage Deed was prepared only by the plaintiffs and having agreed to pay 24% interest at compounded rates and also having admitted the borrowing and execution of the Mortgage Deed as well as the default, the plaintiffs were not entitled to any relief. The suit was therefore sought to be dismissed.

8.The Trial Court finding that the plaintiffs had paid Rs.24,000/- on 04.07.2005 towards interest and further sum of Rs.75,000/- on 30.06.2007 towards principal, adjudged the principal amount due as Rs.5,25,000/- and fixed the rate of interest at 6% per annum payable from the date of plaint till the date of realization.



S.A.No.626 of 2018

9. Aggrieved by the judgment and decree of the Trial Court, the plaintiffs preferred an appeal in A.S.No.58 of 2009. In the said appeal, the defendants preferred a cross objection in Cross Objection No.450 of 2009, aggrieved by the rate of interest being fixed at 6% per annum *pendente lite* and claiming contractual rate of interest to be paid by the plaintiffs.

10. The First Appellate Court dismissed the first appeal and allowed the cross objection, thereby adjudicating the principal amount at Rs.6,00,000/- and interest to be paid at the rate of 24% per annum from the date of mortgage till the date of suit, less Rs.99,000/- paid towards interest paid by way of two installments, namely Rs.24,000/- and Rs.75,000/- and thereafter, directed the plaintiffs to pay 6% interest from the date of suit till the date of realization.

11. The above Second Appeal has been preferred aggrieved by the adjudication of the principal sum by the First Appellate Court at Rs.6,00,000/- and also the interest as decreed by the First Appellate Court.

12. The above Second Appeal was admitted by this Court on 28.11.2018, on the following substantial questions of law:

“Whether the Lower Appellate Court is correct in



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S.A.No.626 of 2018

law in reducing the rate of interest to 6% per annum, totally overlooking the judgment of the Honourable Supreme Court reported in 2010 (10) SCC 640 with regard to default interest?"

13.I have heard Mr.N.A.Nissar Ahmed, learned Senior Counsel for Mrs.I.Kowser Nissar, learned counsel for the appellants and Mr.G.Appavu, learned counsel for the respondents. I have also gone through the pleadings, oral and documentary evidence adduced by the parties and the judgment and decree of the Trial Court as well as the First Appellate Court.

14.Mr.N.A.Nissar Ahmed, learned Senior Counsel for the appellants would submit that the First Appellate Court failed to specify the adjudged principal amount with clarity, thereby leading to a situation which would result in the plaintiffs enjoying another round of litigation. Admittedly, the Trial Court had adjudged the principal sum of Rs.5,25,000/- and in view of the cross objection being allowed, the First Appellate Court, according to the learned Senior Counsel, ought not to have fixed the principal amount at Rs.6,00,000/- and directed the same to be repaid together with interest at 6% per annum.



S.A.No.626 of 2018

15. According to the learned Senior Counsel, the First Appellate Court has also erred in addressing issue of *pendente lite* interest and future interest as well. The First Appellate Court has also found that no penal interest is payable by the plaintiffs. However, the adjudged principal sum on the date of filing of the suit has been incorrectly arrived at by the First Appellate Court is the main contention of the learned Senior Counsel for the appellants.

16. He would place reliance on the following decisions:

1. AIR 1937 Allahabad 442 (Jafar Husain Vs. Bishambhar Nath).

2. 2011 (3) PLR 258 (Raj Bala Dala Vs. Life Insurance Corporation of India and Others).

3. 2003 AIR (Bombay) 105 (Roshan Dinshaw Kara Vs. Sangeeta L Mankani).

4. 1999 (2) SCC 317 (N.M. Veerappa Vs. Canara Bank).

17. Per contra, Mr. G. Appavu, learned counsel for the respondents would submit that the First Appellate Court had rightly taken note of the contractual terms between the parties and placed reliance on the following decisions:



S.A.No.626 of 2018

1.AIR 1998 SC 1101 (N.M.Veerappa Vs. Canara Bank).

2.AIR 1988 SC 1200(1) (Mhadagonda Ramgonda Patil and Others Vs. Shripal Balwant Rainade and Others).

18.The learned counsel for the respondent would contend that the First Appellate Court has rightly assessed the oral and documentary evidence and adjudged the principal sum at Rs.6,00,000/- and accepting the said verdict of the First Appellate Court, the plaintiffs also did not challenge the same. According to the learned counsel, the interest would be payable only on Simple Interest basis and according to him, if it is calculated at 6% per annum for 17 years on Rs.5,25,000/-, the total amount would be Rs.14,85,669/-. If it is calculated at 12% per annum the total amount would be Rs.20,21,269/- and if it is calculated at 15 % per annum the total amount would be Rs.22,88,750/-.

19.The learned counsel for the respondents would submit that the respondents namely, the plaintiffs were willing to settle the dues of the appellants/defendants at the said sum of Rs.22,88,750/- which would be just and proper according to the learned counsel for the respondent. The learned counsel for the respondent would place reliance on the decision of this Court



S.A.No.626 of 2018

in *The Purasawakum Permanent Fund Ltd., Rep., by its Administrative Director, Purasawalkam, Chennai, Vs. G.Kamalam and Others* passed in *S.A.No.549 of 2015*. The learned counsel for the respondent also filed a memo of calculation showing the amount that would be actually payable by the plaintiffs.

20.I have carefully considered the rival submissions advanced by the learned Senior Counsel for the appellants and the learned counsel for the respondents.

21.Though the learned Senior Counsel for the appellants would advance his submissions revolving around even challenge to the principal sum adjudged by the First Appellate Court at Rs.6,00,000/-, I do not find that any such grounds of appeal having been raised in that regard in the memorandum of grounds of Second Appeal and even in the substantial questions of law suggested and also framed by this Court at the time of admission of the above Second Appeal. Therefore, the second appeal pertains only to the award of interest.

22.This leaves us with only the question of rate of interest payable by the respondents/plaintiffs.



S.A.No.626 of 2018

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23.The Mortgage Deed provided for two kinds of interest, one was interest at the rate of 24% per annum on the borrowed sum of Rs.6,00,000/- which was payable at the rate of 24% per annum, compounded, and the other one being penal interest at 30% per annum. Rightly, the Courts below have held that the plaintiffs are not liable to pay penal interest. However, having found that in terms of the Mortgage Deed itself, the plaintiffs were liable to pay interest at 24% per annum at compounded rate, have erred in adjudicating the principal amount as on the date of the suit. The First Appellate Court has erroneously mentioned the adjudged principal sum as Rs.6,00,000/- alone without taking into account the interest payable from the date of mortgage till the date of filing of the suit which would also add up to the principal and be a sum of Rs.8,92,800/-.

24.A tabular column has been provided by the learned counsel for the appellant in the written submissions. The said calculation is as below:

<i>Period</i>	<i>Principal</i>	<i>Interest</i>	<i>Payment</i>	<i>Due Amount</i>
03.03.2005 to 03.03.2006	Rs.6,00,000/-	Rs.1,44,000/-	Rs.24,000/-	Rs.7,20,000/-
03.03.2006 to 03.03.2007	Rs.7,20,000/-	Rs.1,72,800/-	0	Rs.8,92,800/-
03.03.2007 to 09.06.2007	Rs.8,92,800/-	Rs.58,329/-	Rs.75,000/-	Rs.8,76,129/-



S.A.No.626 of 2018

Thus, after adjusting the amount is Rs.99,000/- paid by the plaintiffs towards interest and the amount to be adjudged as a principal sum as on the date of filing of the suit, namely 09.06.2007, the amount ought to have been Rs.8,76,129/- and not Rs.6,00,000/-. Therefore, the findings of the First Appellate Court in this regard are necessarily liable to be interfered with and set aside. This Court holds that the adjudged principal sum on the date of filing of the suit is Rs.8,76,129/- and not Rs.6,00,000/-.

25.Coming to the next question, viz., the rate of interest, in any financial transaction of this nature, the parties never intend to agree for payment of simple interest. The Mortgage Deed also provides for calculation of interest at compounded rates and that the interest would add up to the principal periodically. Order 34 of the Code of Civil Procedure deals with suits for redemption. In any suit for redemption, the Court has to adjudicate the principal amount due on the Mortgage and direct payment of the same while granting a decree for redemption. The said decree shall be in the nature of a preliminary decree and Rule 11 of Order 34 of CPC speaks about payment of interest to the Mortgagee. The clause (i)(a) of Rule 11(a) stipulates that interest shall be payable up to the date of the preliminary decree, firstly, on the principal amount declared due in a mortgage and



S.A.No.626 of 2018

secondly, on the amount adjudged due to the mortgagee towards costs, charges and expenses incurred by the mortgagee in respect of the security, up to the date of preliminary decree and added to the mortgaged money at the rates agreed between the parties and failing such rate, at such rate not exceeding 6% per annum, as the Court deems reasonable. Clause (ii)(b) of Rule 11(b) of CPC speaks about subsequent interest up to the date of realization or actual payment of the aggregate principal sums in Clause (a) above as calculated in accordance with law, at such rate as the Court may deem reasonable. Therefore, a reading of Rule 11 of Order 34 of CPC makes it clear that the Court is empowered to direct payment of the interest on the principal sum adjudged right from the date of suit till the date of decree and thereafter, future interest from the date of decree till the date of realization.

26.The thrust of the arguments of the learned Senior Counsel is with regard to what would be “reasonable” for the Court to fix the interest rate in such matters. The learned Senior Counsel would state that the Courts cannot always fall back on 6% per annum being reasonable and ought to take into account, rates of inflation, money value and also rates declared by the Government for the purposes of income tax etc., in arriving at a reasonable rate of interest. The learned Senior Counsel would also state that the money



S.A.No.626 of 2018

was borrowed by the plaintiffs for purchase of an immovable property and having purchased the property using the money of the defendants, the plaintiffs have drawn enormous benefit by way of steep rise in property prices. Therefore, according to the learned Senior Counsel, when the plaintiffs have taken such an unfair advantage by using the money borrowed from the defendant, it would be inequitable to direct payment of interest at 6% , that too at Simple Interest rates.

27.In this regard, the decisions that have been relied on by the learned Senior Counsel are looked into. In the case of ***Raj Bala Dala's***, the Punjab and Haryana High Court held that Section 34 of CPC would not apply to suit on mortgage and only Rule 11 of Order 34 of CPC would become applicable. The learned Single Judge of Punjab and Haryana High Court held that the agreed rate of interest between the parties at 14% per annum compounded monthly would be payable for a period of six months from the date of decree of the the Lower Appellate Court and thereafter, the learned Single Judge fixed 12% per annum at compounded annual rates of interest.

28.In ***Jaffer Hussain's*** case, the Division Bench of the Allahabad High Court held that the mortgagee was entitled to interest at the contract rate from



S.A.No.626 of 2018

the date of suit till the date fixed for payment and if the mortgage deed provided for interest on half yearly basis and the same had not been paid, then, it would become part of the principal. The Division Bench further held that the words “on the principal amount found are declared due” Clause (a) (i) of Rule 11 of Order 34 of CPC referred not only to the principal sum secured by the Mortgage Deed, but also this is the amount due on account of interest it becomes part of the principal in accordance with the terms of the deed, on the date when the preliminary decree is prepared/passed.

29.In ***Roshan Dinshaw Kara's*** the Bombay High Court held that when there is an agreement between the parties with regard to a particular rate of interest to be paid, taking into account the time spent by the parties in litigation, for no fault of theirs, the Court held that the discretion of the Court would have to be exercised and the learned Single Judge held that the mortgagor would be liable to pay interest at 14% per annum from the date of suit till the date of preliminary decree, at the same rate, as agreed upon by the parties under the contract. In fact, the learned Single Judge also awarded interest at the same rate till the date of payment.

30.In ***N.M.Veerappa's*** case, the Hon'ble Supreme Court dealing with



S.A.No.626 of 2018

the interest provisions under Order 34 Rule 11 of CPC and finding that the word “may” in the part of Order 34 Rule 11 which was introduced by the 1929 Amendment, conferred discretion on the Court with regard to future interest. In the case before the Hon'ble Supreme Court, the Courts had fixed interest at the rate of 12% per annum with monthly rests even after the date of suit and it was contended on behalf of the mortgagors that the Court should have fixed 6% Simple Interest on the principal sum adjudged, post the institution of the suit.

31.The Hon'ble Supreme Court considering the effect of the 1929 Amendment by vesting a discretions with the Courts and also the effect of the 1956 Amendment in and whereby clause (i) of Rule 11 was retained and clause (ii) was omitted and in clause (iii), the maximum rate was reduced from 9% to 6%, held that before 1929 Amendment, it was obligatory for the Court to direct payment of contractual rate of interest on the adjudged principal sum from the date of suit till the date fixed for payment and in cases after the 1929 Amendment, introducing the word “may” in the main Rule 11 of CPC, held that it was no longer obligatory for the Court to require payment at the contract rate of interest from the date of suit till the date fixed in the preliminary decree for payment of the amount. In so far as *pendente lite*



S.A.No.626 of 2018

interest is concerned, the Courts are vested with the certain amount of discretion. However, even otherwise, the Courts can award interest at the same rate agreed in the contract or such reasonable rate of interest as the Court may deem fit, on the principal amount found or declared due by the mortgagor. The Hon'ble Supreme Court also referred to Sections 21(A) of the Banking Regulation Act, 1949, with regard to charging of interest by Banking companies, not being subject to scrutiny of Courts, held that discretionary power of the Court under Order 34 Rule 11 was an independent power and cannot be related to Section 74 of the Indian Contract Act or to any other statute permitting a Court to scale down the contractual rate of interest.

32.The learned counsel for the respondents on the other hand, placed reliance on decision of the Hon'ble Supreme Court in ***Mhadagonda Ramgonda Patil and Others*** case, referred supra, where the Hon'ble Supreme Court dealing with mortgage suits and payment of interest; held that the provisions of the Banking Regulation Act, would not scuttle the power of the Court in awarding interest under Order 34 Rule 11 of CPC and reiterated that the discretion was with the Court. On the facts of the said case, the Hon'ble Supreme Court restored the rate of 6% per annum payable towards interest.



S.A.No.626 of 2018

In view of the ratio laid down by the Hon'ble Supreme Court and various other Courts as discussed herein above, the irrefutable conclusion that can be drawn is that the Court has a power and discretion to award interest in mortgage suits and that such discretion has to be exercised judiciously.

33.The First Appellate Court, while allowing the cross objection filed by the defendants and dismissing the appeal preferred by the plaintiffs, has directed redemption of the mortgage on remitting the principal amount of Rs.6,00,000/- together with interest at 24% per annum from the date of mortgage, till the date of suit, less Rs.99,000/- paid towards interest on 03.07.2005 and 03.06.2007 and thereafter, from the date of suit till the date of realization at 6% per annum. The First Appellate Court failed to notice that the cross appeal itself was filed only challenging the rate of interest awarded by the Trial court. Thus, from the facts of the present case, it is to be seen as to what would be a reasonable in the mind of the Court to be the rate of interest payable by the mortgagors.

34.Admittedly, the Courts below have fixed the rate of interest at 6% per annum for *pendente lite* interest as well as future interest. The learned Senior Counsel for the appellants would refer to the Gross Inflation Index,



S.A.No.626 of 2018

which is fixed by the Government of India for the purposes of arriving at capital tax and in terms of the said index, the annual compounded interest is fixed at 6.4% per annum. The object of calculating and arriving at reasonable interest is to ensure that the interest to be awarded to the mortgagee would take care of the inflation rates and would not lead to an anomalous situation where the rate of interest would be highly inequitable and unfair on the mortgagee.

35.The learned Senior Counsel would also rely on the Marginal Costs of Funds, which is based on lending rates (MCLR), which is adopted by the State Bank of India to fix reasonable rate of interest in profits. The State Bank of India adopts MCLR, whereby the rate of interest is linked to 9.2% for one year, added with a spread of 7.10% being the effective lending rate and arriving at MCLR of 16.30%, which according to the normal practice of banking sector would reflect the risk premium of the borrower. Of course, these rates are subject to change, based on periodical review of the MCLR and effective lending interest rates.

36.Here, in the present case, as rightly contended by the learned Senior Counsel for the appellants it can not be discounted that utilizing the money



S.A.No.626 of 2018

borrowed from the defendants, the plaintiffs had purchased the property in the year 2005 and today, the said property is worth not less than a few crores of rupees and having taken and drawn such a huge advantage from and out of the money borrowed from the defendants, it would be highly unjust and unfair on the part of the plaintiffs to adopt any delay tactics and denying the fair and reasonable interest being paid on the mortgage amount to the defendants.

37.The learned Senior Counsel for the appellant would further state that the interest rates charged by the State Bank of India is approximately 18% per annum and even if it is 18% per annum, after deducting inflation rate, the actual interest would workout only to 11.6% and according to the learned Senior Counsel, if even this percentage is not awarded towards rate of interest then, it would result in precarious situation where the lender would end up suffering a huge loss on account of the suit filed by the plaintiffs. The learned Senior Counsel would therefore pray that the Court may fix 18% as reasonable interest that would be liable to be paid by the defendants in the present case considering the facts and circumstances which have already been discussed herein above. The learned Senior Counsel would also pray for the decree for payment of Court fee and litigation costs which is permissible



S.A.No.626 of 2018

under Order 34 Rule 11(a)(iii).

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38.I have gone through the Cost Inflation Index as per notification No.21/2023 dated 10.04.2023. I have also gone through the computation of rate of inflation, in accordance with Cost Inflation Index and for the relevant year i.e., 2007 when the suit came to be filed. The Cost Inflation Index, being 129, the annual compounded interest rate to match the Cost Inflation Index would be at 6.4%. If it is calculated at the rate of 6% per annum, the amount due and payable would be Rs.8,76,129/- towards principal and Rs.8,79,393/- towards interest, totally in all Rs.17,55,522/-. However, if it is calculated at 24% per annum Simple Interest on the adjudged principal sum of Rs.8,76,129/- then, the total amount due and payable would be at Rs.43,93,703/- (principal of Rs.8,76,129/- Simple Interest of Rs.35,17,574/-).

39.According to the learned Senior Counsel for the appellants, if the interests are calculated at 6% and 24% Simple Interest, then, the real interest in the case of 6% calculation would result in the negative and in the case 24% it would be only 3.57% per annum, after factoring the Inflation rate of 6.4% for the relevant year namely, 2007. The learned Senior Counsel would also provide a tabulation showing SBI interest rates for commercial advances with



S.A.No.626 of 2018

effect from 01.04.2016 and as per SBI 15, one year interest was at the rate of 9.2% with the spread of 7.10 % would result in aggregate of 16.30% being the effective lending rate. The rating is calculated based on the borrower's credit for interest solvency business and industrialists associated and higher the risk faced by the borrower, higher would be the rating that would be assigned to him. The learned Senior Counsel would therefore taking into account that the total amount paid by the plaintiffs was only admittedly Rs.99,000/-, the highest rating ought to be taken into account, which would be 16.3% which is uniformly for SBI 11 to SBI 15.

40. The learned Senior Counsel would also provide a calculation showing interest computation on the adjudged amount till the date of decree from the date of filing of the suit. If the annual compounded rate is taken at 16% per annum, on the adjudged principal amount, the decree amount would be Rs.1,4,26,852/-. If it is taken at 18% per annum the amount due as on the date of decree would be Rs.1,38,73,749/-, as against simple interest at 6% working out to only Rs.14,76,129/-.

41. The Constitution Bench of the Hon'ble Supreme Court, in ***Central Bank of India Vs. Ravindra and Others***, reported in (2002) 1 SCC 367, has



S.A.No.626 of 2018

held that despite the amendment to Order 34 of CPC in the year 1956, the power of the Court to award reasonable interest has not been taken away and the Hon'ble Supreme Court has also held that the mortgage amount has to be adjudicated on the date of the suit and it would include the interest component on the principal amount due as well, if there was covenant to such effect in the contract of mortgage between the parties regarding interest becoming part of the principal. Therefore, there is no justification on the part of the learned counsel for the plaintiffs/respondents to submit that in view of Section 34 of CPC, *pendente lite* interest cannot exceed 6%. Section 34 of CPC will not have any application in a suit for redemption of mortgage, to which only the provisions of Order 34 of CPC would apply.

42.I have taken into account the purpose of the mortgage/borrowing, the reasonable amount to be paid back to the mortgagee, adequately compensating the mortgagee, factoring the Cost Inflation Index, keeping in mind the inflation rates, property prices in the city of Madras and also considering that the plaintiffs have had the benefit of the defendants' money for the past several years and in the process, they have certainly drawn an unfair advantage with the steep hike in property prices, and also inflation rates resulting in deflation of value of money for the defendants. There



S.A.No.626 of 2018

cannot be an unlawful enrichment by the plaintiffs, at the expense of the defendants.

43.The First Appellate Court unfortunately has lost sight of the fact that the cross-objection was preferred only challenging the rate of interest awarded by the Trial Court. Despite proceeding to allow the cross-objection, virtually the First Appellate Court has only confirmed the award of interest passed by the Trial Court. Thus, for all the foregoing reasons, the substantial questions of law is answered in favour of the appellants herein.

44.I have kept in mind the above submissions of the learned Senior Counsel for the appellants. At the same time, conscious of the fact that under Rule 11 of Order 34 of CPC, the Court is vested with discretion to award reasonable interest, and considering the facts and circumstances of the case, which have been discussed in detail herein above, I deem it fit to allow the Second Appeal in part.

45.In fine, the Second Appeal is partly allowed and the judgment and decree of the First Appellate Court is set aside and there shall be a



S.A.No.626 of 2018

preliminary decree as follows:

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(i) The appellants shall be entitled to the principal a sum of Rs.6,00,000/-, together with interest at 24% per annum, from the date of mortgage, till the date of the suit, together with further interest at 18% per annum, from the date of the suit till the date of decree and thereafter, at the rate of 12% (Simple Interest) per annum from the date of decree, till the date of realization on the principal amount of Rs.6,00,000/-, less a sum of Rs.99,000/- to be adjusted towards interest portion. Time for payment is three months.

(ii) There shall be no order as to costs.

05.04.2024

Index : Yes/No

Speaking Order/Non-Speaking Order
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To

- 1.The V Additional City Civil Court, Chennai.
- 2.The XII Assistant City Civil Court, Chennai
- 3.The Section Officer, V.R.Section, High Court, Madras.

P.B.BALAJI., J.

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WEB COPY



S.A.No.626 of 2018

Pre-delivery judgment made in
S.A.No.626 of 2018

05.04.2024