



WEB COPY



A.S.(MD)No.86 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 30.07.2024

CORAM:

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

A.S.(MD)No.86 of 2024

and

C.M.P.(MD)No.5261 of 2024

1.V.M.Selvin
2.Bengamin Bindu

...Appellants

Vs.

M.Alex (died)

1.V.M.Ramola
2.Godson
3.Sharmi
4.Jismi

...Respondents

PRAYER: This Appeal Suit filed under Order 41 Rule 1 read with Section 96 of C.P.C., against the decree and judgment, dated 05.01.2022, made in O.S.No.32 of 2009 on the file of the Principal District Judge, Kanyakumari at Nagercoil.

For Appellants : Mr.S.C.Herold Singh

For Respondents : Mr.K.Ragatheesh Kumar



JUDGMENT

WEB COPY

The plaintiff are the respondents herein and the defendants are the appellants herein. The plaintiffs and the defendants are related, i.e. Ramola the 1st respondent herein is the sister of the Selvin the 1st appellant herein. When they had good relationship, there were some transactions between the parties, but later on had troubled relationship.

2. The contention of the parties is that Ramola had deposited Rs.5,00,000/- with the Selvin and the same carries 12% interest, but Selvin failed to repay the same, hence the suit was filed for recovery of Rs.8,60,000/-, i.e., Rs.5,00,000/- towards the principal and Rs.3,60,000/- towards interest till 29.03.2009 and with future interest at the rate of 12% per annum. The said suit was decreed. Aggrieved over the same, the present appeal is preferred by the defendants.

3. The contention of the defendants is that they have already settled the amount by handing over a Scorpio Car and also a property. However, the said contention was refuted by the plaintiff stating that the car and the property was purchased with their own money, which was handed over to the Selvin with a belief that he will purchase that property with the given money. The amount that was deposited is a



A.S.(MD)No.86 of 2024

different transaction and it has nothing to do with the Scorpio car or purchase of property.

4. After hearing the arguments of both sides, this Court is of the considered opinion that the defendant has not raised any legally sustainable grounds. The Trial Court has considered the available evidences and has come to the conclusion that the defendants are liable to pay the amount. However, the interest portion is on the higher side. Therefore, the defendants contested the first appeal vehemently.

5. Considering the relationship of the parties and in order to give quietus to the issue, this Court is passing the following order:

i. The defendants have deposited Rs.3,00,000/- in a Nationalized Bank in an interest accruing deposit. The said Ramola is entitled to the said amount along with the accrued interest thereunder and the plaintiff Ramola is directed to withdraw the same.

ii. The defendants are ready and willing to pay another Rs.3,00,000/- and are ready with D.D.No.38706884, dated 25.07.2024. The said Ramola is directed to receive the said demand draft, but this amount will not carry any interest.



A.S.(MD)No.86 of 2024

iii. This Court is of the considered opinion that over and above the payments stated supra, the defendants are liable to pay more than Rs.4,00,000/- to the said Ramola for the interest portion but this Court is restricting the same to Rs.4,00,000/-. Therefore, the defendants are directed to pay Rs.4,00,000/- with interest at the rate of 6% per annum for the period from 05.01.2022 till the date of payment to the said Ramola within a period of two months from the date of receipt of a copy of this judgment.

6. With the above said observations, the appeal suit is disposed of. No costs.
Consequently, connected miscellaneous petition is closed.

30.07.2024

NCC : Yes / No
Index : Yes / No
Internet : Yes

Tmg



A.S.(MD)No.86 of 2024

To

1. Principal District Judge,
Kanyakumari at Nagercoil.
2. The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.



WEB COPY



A.S.(MD)No.86 of 2024

S.SRIMATHY, J.,

Tmg

A.S.(MD)No.86 of 2024

30.07.2024