



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-03-2025

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CORAM

THE HONOURABLE MRS JUSTICE T.V.THAMILSELVI

SA No. 186 of 2025

and

CMP No. 5252 of 2025

1. S.Saraswathy
2. S.Narmadha
3. S.Premila
4. S.Sindhu
5. S.Datchayani

Appellants

Vs

1. Palayam
2. Alwin and Company
No.260, Thambu Chetty Street,
Chennai-1.
3. M.Rama

Respondents

PRAYER: Second Appeal filed under Sec.100 of Code of Civil Procedure, praying to set aside the Judgment and decree in AS No.315/2023 dated 24.06.2024 on the file of XVI Additional City Civil Court Chennai, confirming the Judgment and decree in OS No.5336/2016, dated 20.01.2023 on the file of VIII Assistant City Civil Court, Chennai.



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For Appellants: Mr. A.Manojkumar

For Respondents: Mr.B.K.Sreenivasan For R1

JUDGMENT

The appellants, who are the plaintiffs filed a suit in O.S.No. 5336 of 2016, challenging the concurrent findings of the courts below rendered in A.S.No. 315 of 2023 by the XVI Addl. City Civil Court, Chennai, arising out of trial court findings rendered in O.S.No.5336 of 2016 by the VIII Asst. City Civil Court, Chennai, have preferred this Second Appeal.

2. Today, when the matter taken up for hearing, learned counsel for 1st respondent would submit that during deliberation, he insisted not to reduce the rate of interest, since already the rate of interest is reduced before the courts below. But, the learned counsel for appellants would submit that all the appellants are without source of income and struggling for their livelihood. Hence, they wanted to reduce the same. Accordingly, after due deliberation, the



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appellants have agreed to pay a sum of Rs.28,50,000/- within a period of three months. However, the learned counsel for 1st respondent would submit that if at all, they failed to comply the terms as per the affidavit filed by the appellants, the default clause will be posed on the appellants.

3. Considering the rival submissions of appellants and 1st respondent as well as taking into consideration of undertaking affidavit, if the appellants not paid the amount within a period of three months, the 1st respondent is entitled to execute the suit claim of Rs.32,00,000/-. The undertaking affidavit filed by the appellants is recorded. Accordingly, this Second Appeal is disposed of. As per the undertaking affidavit, the appellants are directed to pay a sum of Rs.28,50,000/- within a period of three months from the date of receipt of copy of this judgment, thereby the matter is settled out of court. On such payment, mortgage is to be redeemed. Furthermore, the appellants are entitled to receive the entire court fee and the Registry is directed to refund the court fee on completion of terms after three months within a period of fifteen days. The undertaking affidavit shall form part and parcel of the decree. In default, the 1st



respondent is entitled to recover a sum of Rs.30,00,000/- (Rupees thirty lakhs only) through execution proceedings. No costs. Consequently, connected Civil

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Civil Miscellaneous Petition is closed.

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

N.B. : Issue order copy on 25.03.2025

To

1. XVI Addl. Judge,
City Civil Court, Chennai.
2. VIII Asst. Judge,
City Civil Court, Chennai.
3. Section Officer, VR Section
Madras High Court.



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T.V.THAMILSELVI J.

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