



C.R.P.No.1509 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.06.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.1509 of 2025

and

C.M.P.No.8822 of 2025

1.M/s.Viprah Technologies Limited,
Represented by its Managing Director,
C.K.Ananth,
Sri Kamakshi Krupa,
723/11B, Thirumalai Towers,
Avinashi Road,
Coimbatore – 641 018.

2.C.K.Ananth

3.Sujatha Ananth

... Petitioners

Vs.

M/s.Manipal Finance Corporation Ltd.,
Represented by its Manager,
R.G.Prabhakar,
Manipal House,
Manipal – 576 119.
Also at
Gemeni Parsn Commercial Complex,
D6 Ground Floor, No.1,
Kodambakkam High Road,
Chennai – 600 006.

... Respondent



C.R.P.No.1509 of 2025

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India to strike off the proceedings arising out of E.P.No.73 of 2005 in A.P.No.85 of 1999 on the file of the Principal District Court, Coimbatore.

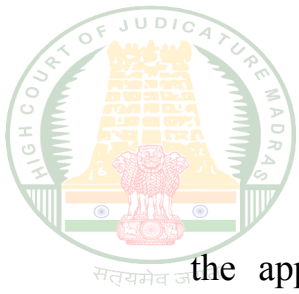
For Petitioners : Mr.Dhanaram
for M/s.D.R.Law Chambers

For Respondent : Mr.S.Rajasekar

ORDER

This Civil Revision Petition has been filed to strike off the Execution Petition filed by the respondent in E.P.No.73 of 2005 on the file of the Principal District Court, Coimbatore, to enforce the arbitral award passed in A.P.No.85 of 1999.

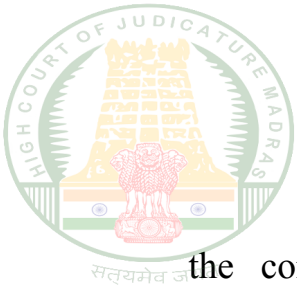
2.Originally, the dispute between the parties was referred for arbitration on the basis of a hire purchase agreement entered into between the parties and an arbitral award was also passed on 20.06.2001 for a sum of Rs.13,48,255/- along with interest at the rate of 15% p.a. on Rs.10,48,004/- from 01.07.1999 till payment, payable by the petitioners, and also to deliver back the machineries and equipments within three months from the date of award, failing which, the petitioners shall pay a sum of Rs.8,00,000/- being



C.R.P.No.1509 of 2025

the approximate value of the equipments. The said award has been challenged under Section 34 of the Arbitration and Conciliation Act, 1996 before the District Court, Udupi, in Arbitration Suit No.36 of 2002. On 16.04.2004, the District Court has modified the award amount to Rs.9,31,253/- with interest at the rate of 14.5% p.a. thereon from 01.07.1999 till 20.06.2001, i.e., the date of passing of the original award, and thereafter, at the rate of 18% p.a. on the said amount till realisation. With regard to the quantum of Rs.8,00,0000/- in respect of the equipments, the same was set aside by the District Court. It is pertinent to note that, before passing of the modified award by the District Court, an Execution Petition in E.P.No.73 of 2005 was filed by the respondent to enforce the original award dated 20.06.2001. It appears that, though the said Execution Petition was filed in the year 2002, it was numbered in the year 2005 as E.P.No.73 of 2005. Be that as it may, now the said Execution Petition is sought to be struck off by way of this revision.

3.The Execution Petition is challenged mainly on the ground that the Execution Petition has been filed only in respect of the original award amount and not in respect of the modified award amount. Therefore, it is



C.R.P.No.1509 of 2025

the contention of the petitioners that the Execution Petition is not maintainable.

4. When this Court pointed out the legal position, particularly, the provisions under Order 21 Rule 17 of CPC, today, an affidavit of undertaking has been filed before this Court by the petitioners agreeing to pay the entire amount within a period of six months. According to the revision petitioners, as per the modified award, as on 27.01.2025, after giving credit to the amount already paid, they are liable to pay only a sum of Rs.26,63,313/-. Learned counsel appearing for the respondent has submitted that they are willing to receive the amount as calculated by the petitioners. However, the learned counsel appearing for the respondent would submit that the period of six installments as mentioned in the affidavit is too long, for which, the learned counsel for the petitioners replied that the entire amount would be paid within a period of four months.

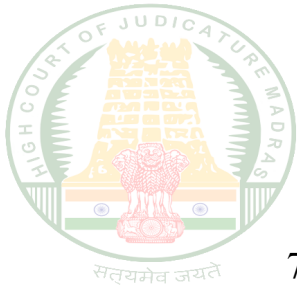
5. At this stage, the learned counsel for the petitioners would submit that the petitioners will pay the entire amount in six installments, before 30.10.2025. The said statement of the learned counsel for the petitioners, is



C.R.P.No.1509 of 2025

recorded. The affidavit filed by the petitioners is taken on record. It is to be noted that the amount of Rs.26,63,313/- shall carry agreed interest till the last payment is made. In view of the undertaking given before this Court to pay the entire amount of Rs.26,63,313/- along with interest before 30.10.2025, the revision petitioners shall pay the entire amount of Rs.26,63,313/- in six installments, along with interest till the last payment is made, before 30.10.2025. It is also agreed before this Court that every installment will be paid between 25th and 30th of every month. The 1st installment will commence from the month of July, 2025.

6.Since this Court has granted time till 30.10.2025, the Execution Court shall postpone the sale of the property till 30.10.2025. Once the entire amount is paid, a memo shall be filed before the Execution Court so that the Execution Petition can be terminated. The amount already deposited pursuant to the directions of this Court shall be returned to the petitioners on proper application before the Execution Court.



C.R.P.No.1509 of 2025

7. With the above directions, this Civil Revision Petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

16.06.2025

mkn

Internet : Yes

Index : Yes

Speaking order : Yes

Neutral Citation : Yes

To

1. The District Judge,
Coimbatore.

2. The Section Officer,
VR Section,
High Court, Madras.

N. SATHISH KUMAR, J.



WEB COPY



C.R.P.No.1509 of 2025

mkn

C.R.P.No.1509 of 2025

16.06.2025