IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-11-2025

CORAM

THE HONOURABLE MR.JUSTICE P. DHANABAL

SA No. 335 of 2016
and
CMP Nos. 6220 & 6221 of 2016 & CMP NO. 667 OF 2017

1. T.Amuthan Anthony (deceased)
2. A.Kala
W/o.Amuthan Anthony,
At No.24, 2nd Avenue,
Thirumani Amman Koil Street,
Anna Nagar, Chennai.

Appellant(s)

Vs

1. The Purasawalkam Permanent Fund Limited,
Rep. by its Administrative Director,
Having Office at No.173, Vellala Street,
Purasawalkam, Chennai 600 084.

2.M/s.Balajee &Co.,
Having Office at
No.160, Thambu Chetty Street,
II Floor, Chennai 600 001.

Respondent(s)

Prayer: This Second Appeal has been filed under Section 100 of C.P.C., to allow the second appeal and set aside the judgment and decree dated 15.12.2014 passed in A.S.No.161 of 2013 by the Learned XV Additional Judge, City Civil Court, Chennai, modifying the judgment and decree dated 14.12.2012 passed in O.S.No.3542 of 2007 by the Learned V Assistant Judge, City Civil Court, Chennai.

For Appellant(s): Mr.T.R.Rajagopalan
Senior Counsel
for Mr.K.Azhagu Raman

For Respondent(s): Ms.K.Nithyavathi for R1-No appearance
Ms.M.A.Lakshmipathi for R2

JUDGMENT

This appeal has been preferred against the judgment and decree dated 15.12.2014 passed by the first Appellate Court in A.S.No.161 of 2013 on the file of XV Additional Judge, City Civil Court, Chennai, wherein, the first respondent herein has preferred the first appeal against the judgment and decree passed by the trial Court in O.S.No.3542 of 2007. The said suit in O.S.No.3542 of 2007 was filed by the plaintiffs and the same was decreed. Aggrieved by the said judgment, the first defendant has preferred the first appeal. The first Appellate Court has set aside the judgment passed by the trial Court, by enhancing the decree amount. Aggrieved by the same, the plaintiffs have filed the present appeal.

2. The parties are referred to as per their own ranking before the trial Court for the sake of convenience:

3. The brief averments of the plaint are as follows:

The plaintiffs are the owners of the immovable property bearing Door No.24, Second Avenue, Thirumeni Amman Koil Street, Anna Nagar, Chennai. The plaintiffs had approached the first defendant for a loan of Rs.5,00,000/- (Rupees Five Lakhs Only) on the security of the above property and the 1st defendant after satisfying about the title of the property as well as the solvency of the plaintiffs agreed to advance the required loan of Rs.5,00,000/-. For the said loan amount, the plaintiffs have deposited the original documents of title deeds relating to the said property with the first defendant and a mortgage deed was executed on 13.11.1995 in respect of the aforesaid property. As per the said mortgage deed dated 13.11.1995, the first defendant had sanctioned a loan of Rs.5,00,000/- payable with interest at the rate of 21% p.a. The principal loan amount and the interest is repayable on instalments to a sum of Rs.11,000/- per month for 92 months. The plaintiffs were prompt and regular in the payment of dues. The plaintiffs have till date paid a sum of Rs.13,50,000/- towards the repayment of the loan amount.

3.1. The first defendant has also acknowledged the receipt of various payments made by the plaintiffs. When the plaintiffs expressed their willingness to repay the above said amount and redeem the mortgage, the first defendant refused to accept the same. As per the terms of mortgage deed, if any default in repayment, the first defendant is entitled to penal interest at 24% per annum.

However, the first defendant has threatened the plaintiffs that they would bring the aforesaid property for sale by claiming exorbitant interest. The plaintiffs are ready to pay a balance sum of Rs.1,25,000/- due to the first defendant to redeem the mortgage but the defendants refused to receive the same. Therefore, the plaintiffs have filed the suit.

4. <u>The brief averments of the written statement filed by the 1st defendant are as follows:</u>

The plaintiffs have availed a loan of Rs.5,00,000/- from the 1st defendant by executing a mortgage deed, dated 13.11.1995 in favour of the first defendant, wherein the interest was fixed at 21% per annum. The plaintiffs have to a pay a sum of Rs.11,000/- per month for a period of 92 months without committing default. If any default, the said interest on unpaid instalment was increased to 24% per annum as fixed by the Board from November 2000 . The plaintiffs have paid the 1st instalment in June 1995 and have started committing default from 2nd month of December 1995 to May 1996 for a period of six months. The plaintiffs have paid a sum of Rs.81,999.75 on 25.06.1996 and on that date seven months instalments were due and out of the said sum of Rs.81,999.75, they only paid a sum of Rs.76,706/- and the same was appropriated towards instalment amount a sum of Rs.290/- was due towards arrears of instalments on that date. Subsequently, the plaintiffs have committed default, and on 04.10.1997, the plaintiffs have paid a sum of Rs.25,000/-, which was appropriated towards defaulted arrears and fees. Thereafter, on 10.03.1998, the plaintiffs have paid a sum of Rs.60,000.95. Out of which, a sum of Rs.20,807.95 was appropriated towards interest on unpaid installments and fees. Thereafter, on 26.07.1999, the plaintiffs have paid a sum of Rs.50,000/- and the entire amount was appropriated towards interest on unpaid installments and fees. There was no balance amount for appropriation towards arrears of instalments.

4.1. It is further averred that on 30.08.1999, the plaintiffs have paid a sum of Rs.40,000.65 and out of which Rs,38,128.65 was appropriated towards interest on unpaid instalments and fees and the balance amount of Rs. 1,872/- was appropriated towards arrears of instalments and, on that date, after appropriating the said sum of Rs.1872/-, still there was balance of Rs.3,77,299/- towards arrears of unpaid instalments. Further, the plaintiffs have paid some amounts on various dates. After deducting the amounts paid by the plaintiffs a sum of Rs.8,39,229/- due towards arrears of instalments. The period of 92 instalments stipulated in the mortgage deed expired in the month of June 2003 and on that date a sum of Rs.8,77,478/- was due to the balance of installments; a sum of Rs.3,11,796.44 was due towards interest on unpaid installment and fees. Thereafter, on 16.08.2004, the plaintiffs have paid a sum of Rs.4,00,000/- and on that date a sum of Rs.5,58,156.14 was due towards interest on unpaid installments and fees and a sum of Rs.8,77,478/- was due towards arrears of unpaid installments. On 18.03.2006, the plaintiffs have again paid a sum of Rs.1,00,031.59 and on that day, a sum of Rs.4,93,853.50 was due towards interest on unpaid installments and fees and a sum of Rs.8,77,478/- was due towards arrears of instalments. Lastly as on 28.02.2009, 160 months have been completed in respect of mortgage loan against the period of 92 months and the plaintiffs have paid of sum of Rs.12,73,032.94 in respect of the mortgage loan. Out of which, a sum of Rs.11,44,261.94 was appropriated towards interest on unpaid instalments, interest tax and fees. The interest on unpaid installments was increased to 24% p.a. from November 2000 and the plaintiffs are liable to pay the same. The first defendant accepts the payments made by the plaintiffs and stated that as on 28.02.2009, a sum of Rs.19,27,881/- is due and payable by the plaintiffs in respect of the mortgage loan. Therefore, the first defendant prayed to direct the plaintiffs to pay a sum of Rs.19,27,881/- due towards mortgage loan as on 28.2.2009 and also direct the plaintiff to pay interest till the date of payment.

5. Upon the above said pleadings and hearing on both sides, the trial Court has framed the following issues:

1. Whether the plaintiffs are entitled to the reliefs as prayed for?
2. Whether the rate of interest levied by the defendant is

excessive and usurious?

3. Whether the plaintiffs are liable to pay a sum of Rs.1,25,000/- only as stated in the plaint?

4. What other reliefs?

6. On the side of the plaintiffs, PW1 was examined and marked Exs.A1 to A3 and on the side of the defendants, DW1 was examined and marked Exs.B1 to Ex.B5.

7. Upon consideration of the oral and documentary evidence, the trial Court decreed the Suit by directing the plaintiffs to pay a sum of Rs.2,33,200/- being the outstanding dues to the 1st defendant upto the date of filing of the suit and towards interest at 12% per annum on the amount due of Rs.2,33,200/- from the date of filing of suit to realisation in full, and also directed to the first defendant to reconvey the property to the plaintiffs and redeem the mortgage deed dated 13.11.1995. Aggrieved by the said judgment and decree dated 14.12.2012, the first defendant has preferred the first appeal before the XV Additional City Civil Court, Chennai.

8. The first appellate Court, after hearing both sides, has framed the following points for determination:

1. Is it correct that the appellant is entitled for penal interest as per the terms of mortgage?

2. Whether the penal interest calculated by the appellant is excessive and usurious?

3. Is it correct that the respondents 1 & 2 are liable to pay only Rs.2,33,200/- to the appellant?

4. Whether the respondents 1 and 2 are entitled for a decree as prayed?

5. Whether the appellant is entitled to set aside the decree and judgment of the trial Court?

6. To what relief the appellant is entitled?

9. After hearing both sides and upon perusal of the records and the judgment and decree challenged in the first appeal, the first Appellate Court allowed the first appeal and modified the amount by directing the plaintiffs to pay a sum of Rs.25,44,517/- as an outstanding due in the month of February 2011 with the subsequent interest as agreed as per the terms of Mortgage Deed, dated 13.11.1995 and directed the appellant to reconvey the suit property to the plaintiffs after realising the decree amount. Challenging the same, the plaintiffs have preferred this second appeal.

10. This Court, at the time of admitting the Second Appeal, formulated the following substantial questions of law:

(a)When the installment of Rs.11,000/- payable per month includes part principal and part interest, is the mortgagee entitled to claim additional interest at 21% or 24% on the interest portion of the installment?

(b)When the contract is to pay interest at 21% per annum on the sum of Rs.5 lakhs and the said interest caption forms part of the installment due, is the defendant entitled to charge very same 21% interest on the interest caption in the installment payment?

(c)Whether the interest component worked out by the lower Appellate Court is in accordance with law?

(d)Whether the defendant is entitled to claim any penal interest as per the terms of the Mortgage Deed?

(e)Whether the Learned Appellate Judge right in arriving at the sum of Rs.25,44,517/- as the amount payable under the Mortgage when no particulars are furnished by the Court for arriving at that figure?

(f) When there is no intimation of increase in the interest rate, is the defendant entitled to claim interest at 24%?

(g) Whether the Lower Appellate Court legally right in directing the plaintiff to pay the deficit Court Fee for the decreed amount, especially when no counter claim was filed by the defendant?

11. The learned counsel for the appellant would submit that the plaintiffs/appellants have mortgaged the property and availed a sum of Rs.5,00,000/- as loan with interest payable at 21% per annum. The said amount has to be repaid on 92 monthly instalments without any default and the monthly instalment was fixed at a sum of Rs.11,000/-. The plaintiffs have paid a sum of Rs.13,50,000/- towards the repayment of the Loan Account and the remaining amount of Rs.1,25,000/- only was due payable by the plaintiffs. When the plaintiffs intends to pay a sum of Rs.1,25,000/- to redeem the Mortgage Deed, the first defendant has demanded exorbitant interest, which necessitated the plaintiffs in filing the suit.

11.1. The learned counsel further submitted that the trial Court after hearing both sides had correctly decreed the suit by directing the plaintiffs to pay a sum of Rs.2,33,200/-. Aggrieved by the said judgment and decree dated 14.12.2012, the first defendant has preferred the first appeal before the first appellate Court. The first appellate Court, without appreciating the documents and the payments made by the plaintiffs, has directed the plaintiffs to pay a sum of Rs.25,44,517/- as outstanding due in the month of February 2011 with subsequent interest as agreed as per the terms of the Mortgage Deed dated 13.11.1995 to the 1st defendant.

11.2. It is the submission of the learned counsel for the plaintiffs that the first defendant has charged exorbitant penal interest at 24% per annum, whereas as per the mortgage deed, the interest payable by the plaintiffs is only at 21% per annum. Therefore, he submitted that the first Appellate Court has erroneously decreed the suit by directing the plaintiffs to pay a sum of Rs.25,44,517/-, and, therefore, he submitted that the second appeal is liable to be allowed.

12. The learned counsel appearing for the first defendant/first respondent would submit that the plaintiffs have mortgaged the aforesaid property for a sum of Rs.5,00,000/- by executing a mortgage deed in favour of the first appellant. As per the said deed, the mortgage loan will carry interest at 21% per annum and the plaintiffs have to pay a sum of Rs.11,000/- per month for a period of 92 months without any default. It is further submitted that the said interest on unpaid instalment was increased to 24% from November 2000. On various dates, the plaintiffs have paid some amounts and the said amount was adjusted towards the loan amount. As on 28.02.2009, the plaintiffs are liable to pay a sum of Rs.19,27,881/-. If the plaintiffs have paid the said amount, then the 1st defendant was ready to execute receipt as per the Mortgage Deed. The first defendant collected deposits from its members and for that deposit amount, the first defendant has to pay the interest. Therefore, for the default period, the plaintiffs are liable to pay the penal interest. It is further submitted that, when

the first defendant institution itself takes loan from others for interest, they cannot lend money at lesser interest than what is paid to the depositors.

12.1. The learned counsel for the first defendant contended that trial Court failed to consider the outstanding due payable by the plaintiffs and only directed to pay a meagre amount of Rs.2,33,200/-, which warranted the first defendant in preferring an appeal before the first Appellate Court. The first Appellate Court has rightly arrived at a conclusion by setting aside the judgment and decree dated 14.12.2012 of the trial Court and directed the plaintiffs to pay a sum of Rs.25,44,517/- as outstanding due. He further submit that there is no substantial questions of law involved in this appeal and, therefore, the appeal is liable to be dismissed.

13. Heard both sides and perused the materials available on record.

14. In this case, it is an admitted fact that the appellants/plaintiffs have obtained loan from the first defendant to the tune of Rs.5,00,000/- by executing a Mortgage Deed, dated 13.11.1995. As per the said deed, the plaintiffs have to pay the said amount along with interest in 92 monthly instalments at Rs.11,000/- per month without any default. If any default made in payment of the monthly instalments, the first defendant is entitled to charge penal interest as

fixed by the Board.

15. According to the plaintiffs, they have paid a sum of Rs.13,50,000/- towards repayment of the loan account and the only remaining amount payable by the plaintiffs would come around Rs.1,25,000/-. When the plaintiffs intend to pay a sum of Rs.1,25,000/-, the first defendant demanded exorbitant interest. Therefore, the plaintiffs have filed the suit before the trial Court.

16. According to the first respondent/first defendant, the plaintiffs availed a loan of Rs.5,00,000/- by executing Mortgage Deed, dated 13.11.1995. The said amount has to be paid in 92 instalments at Rs.11,000/- per month. The plaintiffs ought to have paid the instalments without any default. As on 28.02.2009, a sum of Rs.19,27,881/- was due and payable by the plaintiffs in respect of the mortgage loan.

16.1. The trial Court passed the decree by directing the plaintiffs to pay a sum of Rs.2,33,200/- with interest at the rate of 12% per annum from the date of filing the suit till the date of realization from the plaintiffs. The first Appellate Court has allowed the appeal by modifying the decree with a direction to the plaintiffs to pay a sum of Rs.25,44,517/- as outstanding due in the month of February 2011 with subsequent interest as agreed as per the terms of Mortgage Deed, dated 13.11.1995. The first defendant was directed to re-convey the suit property to the plaintiffs after realising the decree amount. The plaintiffs were directed to pay the deficit Court fee for the said decreed amount.

17. There is no dispute with regard to the loan amount obtained by the plaintiffs and the rate of interest at 21% per annum. According to the plaintiffs, they have paid the entire money and there is only a due of Rs.1,25,000/-. When the plaintiffs approached the first defendant and attempted to pay the said amount, the first defendant refused to receive the same. According to the first defendant, there was a due and on various dates, the plaintiffs have paid some amounts and the same were adjusted for interest and the principal amount and after completion of the 92nd installment , the amount payable by the plaintiffs is worked out at Rs.8,77,478/-. The first respondent/first defendant issued a notice on 12.03.2007, by quantifying the amount as on 31.03.2007, the installment arrears of Rs.8,77,478/- and the interest and fees and other charges of Rs.3,57,580/-, totalling Rs.12,35,058/-. The plaintiffs have not disputed the said amount. According to the plaintiffs, the first defendant/first respondent increased interest to 24%. But on perusal of Ex.A3 it reveals that they only calculated the interest at the rate of 21% per annum. Therefore, it is appropriate to direct the appellants to pay the said sum of Rs.8,77,478/- from the last date of installment with interest at the rate of 21% per annum as agreed in the Mortgage Deed, dated 13.11.1995 till the date of realization of the said amount. If any amount already paid by the plaintiffs, that amount has to be deducted by

the first defendant.

18. **Substantial Question of Law - (a)** : When the installment of Rs.11,000/- payable per month includes part principal and part interest, is the mortgagee entitled to claim additional interest at 21% or 24% on the interest portion of the installment?

As far as the substantial question of law (a) is concerned, it is an admitted fact that as per the Mortgage Deed dated 13.11.1995, particularly, Clause 7(i), the interest for the default instalment is fixed at 21% and the Board has to fix the penal interest, but in this case, no evidence about the interest fixed by the Board. Even as per the demand notice, the penal interest was fixed only at 21% per annum. As per Ex.A1, Mortgage Deed, Clause 7(iii) to pay the said instalments mentioned above every month on or before the first working day of the month for which they are payable. The Mortgagors do hereby further covenant and agree as follows: (i) That, if default be made in the payment of the instalments aforementioned on or before the last working day of the month for which they are payable they shall be treated as unpaid instalments due by the Mortgagors for the following month and the Mortgagors shall pay interest on the said unpaid instalments every month on the same rate as specified in clause 7(i) above or at such other rate as may be fixed from time to time by the Directors of the Fund. Therefore, from the above, it is clear that for the unpaid instalments due by the Mortgagor for the following months and the Mortgagor shall pay interest on unpaid instalments every month at the same rate at 21%. Ex.A3 also reveals that the first defendant charged only at 21% per annum. Therefore, the plaintiffs are liable to pay the interest at only 21% per annum, and not at 24% per annum. Thus, first substantial question of law is answered.

19. **Substantial Question of Law - (b)** : When the contract is to pay interest at 21% per annum on the sum of Rs.5 lakhs and the said interest caption forms part of the installment due, is the defendant entitled to charge very same 21% interest on the interest caption in the installment payment?

As per the condition stipulated in Clause 7 of the Mortgage Deed, dated 13.11.1995, the rate of interest is at 21% per annum or as the Board of Directors to fix in this regard. In this case, the interest was fixed at 21% per annum and there are no records produced to show that the Board has increased the rate of interest from 21% to 24% per annum. Moreover, the first defendant in the calculation sheet, viz., EX.A3 itself, charged the interest only 21% per annum. Further, the penal interest for the default amount of installments, which includes principal as well as the interest. Therefore, the first defendant themselves agreed the interest rate at 21% for the default amount and as stated supra, there are no records to show that the Board has increased the interest rate. In the absence of any materials for the change of interest by the Directors of Fund, the first defendant is not entitled to charge the increased rate of interest and the plaintiffs are not liable to pay interest at the rate of 24% per annum and they are liable to pay interest at 21% per annum. Thus, the substantial question of law (b) is answered, accordingly.

20. **Substantial Questions of Law – (c) and (e) :** Whether the interest component worked out by the lower Appellate Court is in accordance with law? **and** Whether the Learned Appellate Judge right in arriving at the sum of Rs.25,44,517/- as the amount payable under the Mortgage when no particulars are furnished by the Court for arriving at that figure?

According to the first defendant, the plaintiffs have to pay a sum of Rs.8,77,478/- towards arrears of instalments alongwith interest. As per Ex.A3, balance upto 31.01.2007, instalment arrears at Rs.8.77,478/- and interest was a sum of Rs.5,21,594/- and number of month arrears mentioned as 79 and number of month old mentioned as 135 and the rate of interest as 21% per annum; loan period mentioned as 92 months. Once the loan amount is due after the period of instalment is over, the first defendant ought to have taken steps to recover the loan in accordance with law. But without taking steps to recover the loan, the first defendant unilaterally extended the period of instalments and calculated the arrears amount. While so, it is the duty of the first defendant to produce sufficient documents to prove the due for the loan amount. Except B3, statement of accounts, no any documents filed by the defendants. As per Ex.A1, Mortgage deed, the agreed interest of 21% is for the period of 92 months and as on end of the 92nd instalment, the interest at the rate of 21% was calculated and arrived at Rs.8,77,478/- and thereafter, there is no any contract between the parties in respect of the penal interest. Therefore, after the date of end of 92nd instalment, the defendants is not entitled to any penal interest, however entitled to agreed interest at the rate of 21% for the due amount of Rs.8.77,478/-. But the trial Court awarded penal interest for the entire period. Therefore, the calculation of the penal interest for the interest beyond 92 months is impermissible. As per agreement, the Board has power to modify the interest and subsequent to the year 1996, the interest rates were reduced, but that interest was not applied for the plaintiffs. Further, DW1, in his cross examination admitted that in the year 2007, the plaintiffs approached the 1st defendant to settle the amount, but the defendants did not produce the details of due amount. As requested by the defendants, the plaintiffs paid a sum of Rs.2,00,000/- on January 2007. Even after that the defendants did not produce the account particulars. The said evidence of DW1, show that the plaintiffs were ready to pay the due amount, but the defendants failed to provide the particulars. Therefore, the plaintiffs need not to pay penal interest after 92 months instalments.

The first Appellate Court, without any documents, worked out the interest component. When the demand notice itself was issued for a sum Rs.8,77,478/- for the instalment amount and without any documents and calculations, the first Appellate Court has ordered to pay a sum of Rs.25,44,517/- and the same is unsustainable and not supported by any documents. Therefore, the findings of the first Appellate Court has to be set aside. Thus, the substantial questions of law (c) & (e) are answered, accordingly.

21. **Substantial Question of Law - (d)** : Whether the defendant is entitled to claim any penal interest as per the terms of the Mortgage Deed?

As per clause 7 of the Mortgage Deed viz., Ex.A1, the first defendant is entitled to claim penal interest for the due instalment at 21%. The Board has power to modify the instalment, but no records produced to prove the modification of interest.

In view of the conclusion arrived at by this Court in substantial questions of law (c) and (e) that the first defendant has not produced any documents to substantiate their plea of enhanced rate of interest, the substantial question of law (d) is answered by holding that the first defendant is not entitled to claim any increased rate of interest, and they only entitled to 21% interest for the due amount of Rs.8,77,478/-.

22. **Substantial Question of Law - (f)** : When there is no intimation of increase in the interest, the first defendant is entitled to claim interest at 24%?

As per the Clause 7(i) Mortgage Deed, dated 13.11.1995, the first defendant is entitled to fix the interest at 21% and also the enhanced penal interest as fixed by the Board. In this case, there is no documents produced by the first defendant to show that the Board has enhanced the interest rate from 21% to 24% per annum. Moreover, in the letter issued by the first defendant to the plaintiffs in Ex.A3, they only charged interest at 21% per annum. Thus, the question of law (f) is answered, accordingly.

23. **Substantial Question of Law - (g)** : Whether the Lower Appellate Court legally right in directing the plaintiff to pay the deficit Court Fee for the decreed amount, especially when no counter claim was filed by the defendant?

As far as the Court fee is concerned, the plaintiffs valued the suit at Rs.1,25,000/-, but the trial Court decreed the suit and directed the plaintiffs to pay Rs.2,33,000/-. In the first Appeal, the appellant valued the appeal at Rs.14,16,905/- and paid Court fee for the said valuation. However, the first Appellate Court directed the plaintiffs to pay a sum of Rs.25,44,517/-. Therefore, the appellant in the first Appeal has to pay the Court fee for the remaining amount and the plaintiffs need not to pay any Court fee for the enhanced amount.

24. In the light of the above discussion and the answers to the substantial questions of law, the decree and the judgment passed by the First Appellate Court is not sustainable and the Second Appeal is partly allowed, by modifying the decree passed by the First Appellate Court. The plaintiffs are directed to pay a sum of Rs.8,77,478/- along with interest at the rate of 21% per annum from the due date of 92nd installment i.e., June 2003 to 15.04.2016 to the first defendant. Pursuant to the direction of this Court dated 06.04.2016, the plaintiffs have deposited Rs.10.00 lakhs and the same is lying in the credit of this second appeal. The first defendant is not entitled to interest from the date of deposit of said amount before this Court i.e., on 06.04.2016. The first defendant is directed to deduct the said sum towards the amount payable by the plaintiffs, as directed above. After adjusting the same, if any amount is due and payable by the plaintiffs, the same shall be paid by the plaintiffs, within a period of three (3) months from the date of receipt of a copy of this judgment. The first defendant is entitled to withdraw the said sum of Rs.10.00 lakhs. No costs. Consequently, connected Miscellaneous Petitions are closed.

24-11-2025

Jd
Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No

To
1. The Learned XV Additional Judge, City Civil Court, Chennai,

2. The Learned V Assistant Judge, City Civil Court, Chennai.

P.DHANABAL J.

jd

SA No. 335 of 2016

24-11-2025