



A.S.No.881 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

DATED : 22.07.2025

CORAM
THE HONOURABLE MRS. JUSTICE J.NISHA BANU
AND
THE HONOURABLE MR. JUSTICE M.JOTHIRAMAN

A.S.No.881 of 2020
and
C.M.P.Nos.10481 of 2020 & 13952 of 2025

Moiz Saifuddin Rajkotwala,
S/o Rajkotwala

...Appellant

Vs.

G.Sakthivel,
S/o Ganesh

...Respondent

Prayer: Appeal filed under Section 96 of C.P.C against the judgment and decree dated 30.06.2020 in O.S.No.30 of 2014 on the file of District Court, The Nilgris at Udthagamandalam.

For Appellant : Mr.R.Subramaniam

For Respondents : Mr.Avinash Wadhwani
for Mrs.V.Srimathi

J U D G M E N T
(The Judgment of the Court was delivered by J.Nisha Banu,J.)



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This Appeal has been filed as against the judgment and decree dated 30.06.2020 passed in O.S.No.30 of 2014 on the file of District Court, The Nilgris at Udthagamandalam, in which, the appellant/1st defendant was directed to pay to the respondent/plaintiff, the purchase money of Rs.32,00,000/- with accrued interest till the date of suit of Rs.4,69,216/- together with interest at the rate of 12% p.a. on the purchase money of Rs.32,00,000/- from the date of suit till the date of decree and thereafter, at 6% p.a till realization within two months and further, a charge has been created over the suit property for realization of the above said amount as per Section 55(6)(b) of Transfer of Property Act and the appellant was also further directed to pay the plaintiff a sum of Rs.3,90,037.50/- being the cost of the suit. The suit as against the 2nd defendant/Dr.Habibur Rehman Abdul Sukoor, was dismissed as abated vide judgment dated 30.06.2020 passed in O.S.No.30/2014 by the trial Court.

2. When the matter came up for hearing on 30.06.2025, the learned counsel for the appellant/1st defendant would state that the appellant is ready to comply with the decree passed by the trial Court regarding the return of advance amount with interest. Accordingly, this Court, by order dated 30.06.2025, directed the appellant to produce a demand draft for a sum



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of Rs.32,00,000/- along with interest at 12% p.a. from the date of suit till the date of decree and thereafter at 6% p.a. till the date of issuing the demand draft drawn in favour of the respondent/plaintiff before this Court.

3. The learned counsel for the appellant has filed a compliance memo dated 18.07.2025 as follows:

COMPLIANCE MEMO ON THE SIDE OF APPELLANT

The appellant has paid the entire decree amount of Rs.32,00,000/- with interest and cost totalling Rs.72,17,521.99/- by way of demand Draft in the name of Respondent/Plaintiff as per directions of this Hon'ble Court dt.30.06.2025. The decree is fully satisfied.

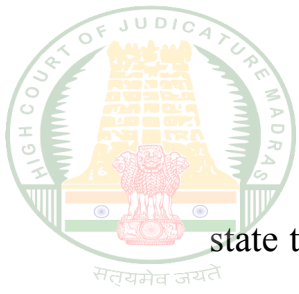
It is therefore prayed that this Hon'ble Court be pleased to record the memo of full satisfaction of the decree amount in O.S.No.30 of 2014 on the file of District Court, Nilgiris and thus render justice

Dated at Chennai on 18th day of July 2025

Sd/-
Moiz Saifuddin Rajkotwals *Sd/-*
Counsel for appellant

4. A copy of the Demand Draft drawn in Axis Bank in D.D.No.172828 dated 15.07.2025 in favour of the respondent/G.Sakthivel was also filed along with the compliance memo dated 18.07.2025.

5. Learned counsel appearing for the respondent/plaintiff would



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state that the respondent had received the demand draft of Rs.72,17,521.99/- from the appellant, but still a sum of Rs.10,26,509/- is due to be paid by the appellant.

6. Learned counsel for the appellant would state that the appellant is ready to pay the said balance due amount of Rs.10,26,509/- to the respondent/plaintiff within a period of two weeks and he would further state that recording his submission, the appeal may be closed. Learned counsel appearing for the respondent has also got no objection for the same.

7. The above submission made by the learned counsel for the appellant is recorded. The appellant shall pay the balance due amount of Rs.10,26,509/- to the respondent/plaintiff on or before 05.08.2025. Accordingly, this Appeal stands closed. No costs. Consequently, connected miscellaneous petitions are closed.

[J.N.B.,J.] [M.J.R.,J.]
22.07.2025

vsi
Speaking order/Non-speaking order
Neutral Citation:Yes/No



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To
The District Court,
The Nilgris at Udhagamandalam.

J.NISHA BANU,J.



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AND
M.JOTHIRAMAN,J.

Vsi

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22.07.2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.08.2025



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C O R A M

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THE HONOURABLE MRS.JUSTICE J.NISHA BANU
AND
THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

A.S.No.881 of 2020 in
C.M.P.Nos.10481 of 2020 and 13952 of 2025

Moiz Saifuddin Rajkotwala

... Appellant

-VS-

G.Sakthivel

... Respondent

For Appellant : Mr.R.Subramaniam
For Respondent : Mr.Avinash Wadhwani
For Mrs.V.Srimathi

J U D G M E N T

J.NISHA BANU,J.,
AND
M.JOTHIRAMAN,J.,

This matter is listed today under the caption “For Being Mentioned” at the instance of the learned counsel for the appellant.

2. When the matter is taken up for hearing, learned counsel for the appellant has submitted that the entire amount has been paid to the respondent and he has also filed a compliance memo dated 19.08.2025, wherein it has been stated as follows:

“The appellant had submitted before this Court that he was willing to comply with the decree amount along with interest what the Trial Court had ordered. This Hon'ble Court then had in its order dt.30.06.2025 had directed the appellant to produce a demand draft of sum of amount of Rs.32,00,000/-



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along with interest.

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It is submitted that on 18.07.2025 the amounts were worked upon and the amount of Rs.72,17,521.99/- was handed over to the counsel for respondent and received by him. It was submitted by the respondent counsel before this Court that a further amount of Rs.10,26,509/- was due. The Appellant counsel had also agreed before this Hon'ble Court on 22.07.2025 that he will pay the sum of Rs.10,26,509/- also.

Thereafter, the appellant took a Demand Draft drawn on Axis Bank in favor of the respondent in D.D.No.172898 dt.29.07.2025 for Rs.10,27,000/- and handed over the same to the counsel for the respondent. But the Counsel for the respondent refused to receive the same stating that further sum of Rs.2,00,000/- is payable. Even though the appellant is not liable to pay any additional amount apart from the amount agreed and paid, with a view to put an end to the pending issue, the appellant has also taken a D.D. in the name of the respondent for Rs.2,00,000/- in D.D.No.173000 drawn on Axis Bank. Thus the entire decree in O.S.No.30 of 2014 on the file of District Court, Nilgiris have been fully satisfied. Consequently, the charge created over the property for realization of the amount vide Clause 4 of the decree has to be set aside and full satisfaction has to be recorded.

It is therefore prayed that this Hon'ble Court be pleased to record the payment of Rs.10,27,000 and Rs.2,00,000/- towards full satisfaction of the decree amount in O.S.No.30 of 2014 on the file of District Court, Nilgiris at Udthagamandalam and set aside clause 4 of the decree creating charge over the immovable property over realization of the amount and thus render justice.”

3. Learned counsel for the appellant has further submitted that



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since the entire amount has been paid to the respondent, the charge created over the suit property may be lifted.

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4. Learned counsel appearing for the respondent has confirmed the receipt of the entire amount, as stated in the compliance memo dated 19.08.2025. He has also no objection in lifting the charge over the suit property.

5. Considering the submissions made on either side, it is clear that the entire amount has been paid by the appellant to the respondent. Therefore, no further orders are required to be passed in this appeal. Consequently, the charge created over the suit property for realization of the amount under Clause 4 of the Judgment and Decree of the Trial Court dated 30.06.2020 is hereby lifted accordingly.

(J.NISHA BANU J.) (M.JOTHIRAMAN J.)
20.08.2025

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Note: Issue order copy on 22.08.2025