



C.S. No.38 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.10.2025

CORAM :

THE HONOURABLE MR.JUSTICE P.DHANABAL

C.S. No.38 of 2021

Ravi @ S. Srinivasan S/o.Late Solamalai ... Plaintiff.

vs.

1. B.K. Jayalakshmi W/o. B.R. Krishna Achar

2. Latha Ramachandran Achar

W/o. Belman Ramachandra Achar

3. Belman Ramachandra Ramakrishna Achar

S/o.Belman Ramachandra Achar

4. Belman Ramachandra Lakshminarayanan Achar

S/o. Belman Ramachandra Achar

5. B.R. Kamala W/o. Mr. Prasanna

D/o. Belman Ramachandra Achar

... Defendants

PRAYER: The Plaint is filed under Order VII Rule I of Civil Procedure

Code read with Order VII Rule 1 of Original Side Rules praying to pass a

judgment and decree against the defendants

(i)directing the defendants to pay the Plaintiffs a sum of



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Rs.1,00,10,058/- together with interest @ 18% pm at Rs.66,55,000/-

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from the date of Suit till realization;

(ii)directing the defendants to pay to the Plaintiff for the cost of the action;

For Plaintiff : Mr. T. Srinivasa Raghavan

For Defendants:

D2 to D4 : Ms. K. Srivaishnavi
for Mr. C.T. Mohan, Senior Counsel

D1 & D5 Mr. N. Kumar.

JUDGMENT

This Suit has been filed by the Plaintiff for the recovery of money to the tune of Rs.1,00,10,058/- along with interest of Rs.66,55,000/- as against the defendants.

2. The case of the Plaintiff is as follows:-

One Belman Ramachandra Achar was the Managing Director of

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M/s. SARMANI Hotels Pvt Ltd.,. The 1st defendant is the mother of the said

Belman Ramachandra Achar, 2nd defendant is his wife, 3rd and 4th

defendants are his sons and the 5th defendant is the daughter of Belman

Ramachandra Achar. The said Belman Ramachandra Achar borrowed loan

from the Plaintiff on various dates as follows:-

Date	Amount in Rs.
27.12.2017	15,00,000/-
09.01.2018	9,00,000/-
31.01.2018	6,00,000/-
20.02.2018	10,00,000/-
28.02.2018	15,00,000/-
07.03.2018	15,00,000/-

Totally he borrowed a sum of Rs.70 lakhs. The said amount was paid

by the Plaintiff through the sale consideration of his ancestral properties and

by sale of jewels of his wife. The said Belman Ramachandran Achar recorded

the repayment of money to the Plaintiff through the cashiers of M/s. Sarmani

Hotels Pvt. Ltd., starting from 07.03.2018 to 02.04.2018 except the dates on



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11.03.2018, 18.03.2018, 20.03.2018, 24.03.2018, 25.03.2018, 26.03.2018,

27.03.2018 and 01.04.2018. The said amounts were borrowed by Belman

Ramachandra Achar for renewal of Bar license of M/s. SARMANI Hotels, for payment of electricity bills and for settling dues to the Government and for

other expenses. The Belman Ramachandra Achar had represented that he will

be going to Mangalore on 26.03.2018 and he had also maintained a note book

containing the names of Sundry creditors and the amounts paid to the sundry

creditors and the balance amount, in an account note book. The Plaintiff

requested Belman Ramachandra Achar to furnish the copy of that account

note book, where the entries commenced from 24.01.2018 to 26.03.2018. He

also promised to settle the amount after returning from Mangalore by leasing

out the bar. The amount borrowed on 07.03.2018 to the tune of Rs.15 lakhs is

to be discharged by making daily payment of Rs.15,000/- to the Plaintiff. He

also started to pay Rs.15,000/- from 07.03.2018 and the same was duly

recorded through the Cashiers of Sarmani Hotels Pvt Ltd., Totally, the said

Belman Ramachandra Achar paid a sum of Rs.2,85,000/- between the period



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07.03.2018 and 02.04.2018.

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2.1. The said Belman Ramachandra Achar died on 01.04.2018 and thereafter, the Plaintiff approached the 3rd defendant on 15.04.2018 and explained about the transaction between the Plaintiff and the deceased Belman Ramachandra Achar. The 2nd and 3rd defendants were also aware of the borrowal of amount by the Belman Ramachandra Achar and they requested time for repayment. Thereafter, the Plaintiff approached the 3rd defendant on various dates, but the 3rd defendant failed to repay the money. The above said borrowal of money by the Belman Ramachandra Achar was known to the Cashiers of M/s. Sarmani Hotels Pvt. Ltd., by name S.R. Gopalakrishnan and other workers. All the defendants, being the legal heirs of the said Belman Ramachandra Achar and having inherited the estate of the deceased, are liable to pay the Suit amount. All the defendants are managing M/s. Sarmani Hotels Pvt. Ltd., and earning income. Therefore, all the defendants are liable to pay the amount. In the meantime, the 3rd

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defendant paid a sum of Rs.20,000/- each on 22.12.2018, 23.02.2019 and 28.02.2019 towards the part payment of loan borrowed by his deceased father.

While so, the Plaintiff sent an email on 22.04.2019 to the defendants 3 and 4 requesting them to pay a sum of Rs.25,000/- immediately out of the total dues of Rs.67,15,000/-. The said email was received by them, but no reply was sent by them. The Plaintiff issued a notice dated 25.05.2019 to the defendants through his lawyer and the same was replied with false allegations and again, the Plaintiff issued a fresh notice to the defendants 2 to 5 after making corrections in the previous notice and the defendants also issued their reply dated 09.07.2019. But they never repaid the amount. Therefore, he filed the Suit.

3. **The case of the defendants is as follows:-**

The defendants denied the allegations that the Belman Ramachandra Achar was in need of money for his business purposes and he approached the Plaintiff to lend money and the Plaintiff also paid the Suit amount on various



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dates. The defendants also denied that the Cashiers of M/s. Sarmani Hotels

Pvt. Ltd., paid Rs.15,000/- daily to the Plaintiff on various dates and also

made endorsement. The alleged transactions in the Chitta note book and

another book are all denied as false. The alleged replayment of money by the

3rd defendant as alleged in the Plaint on various dates to the tune of

Rs.20,000/- on three occasions are false. The Plaintiff never approached the

3rd defendant as alleged in the Plaint for repayment of loan obtained by his

father. In fact, the Suit is barred by limitation as the loan was availed from

27.12.2017 to 07.03.2018, for which no documents have been produced. The

alleged borrower died on 01.04.2018, but the Suit has been filed belatedly.

The alleged payment of Rs.20,000/- was made on 22.12.2018, 23.02.2019 and

28.02.2019 are all denied and the alleged payments will not amount to

acknowledgment for the debts. The Plaintiff has not filed any proof for the

amount alleged to have borrowed by the deceased Belman Ramachandra

Achar. The defendants are not liable to pay any amount and the Plaintiff is

not entitled to any relief. There is no cause of action arisen. Therefore, the

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Suit is liable to be dismissed.

4. Based on the above said pleadings, upon hearing both sides and perusing the records, this Court had framed the following issues:-

(i) Whether the defendants are liable to pay a sum of Rs.1,00,10,058/- together with interest @ 18% per annum on Rs.66,55,000/- from the date of Suit till realization.

(ii) Whether the Suit is barred by limitation.

(iii) Whether the Plaintiff is entitled for the costs of the Suit.

(iv) To what other relief, the Plaintiff is entitled for.

5. In order to prove the case of the Plaintiff, he has examined PW 1 and marked Ex.P.1 to Ex.P.22. On the side of the defendants, they examined DW1 and marked Ex.D.1.

6. The learned counsel appearing for the Plaintiff would submit that the Plaintiff has filed the Suit for the relief of recovery of money. One
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Belman Ramachandra Achar has borrowed money from the Plaintiff on

various dates to the tune of Rs.70 lakhs. Lastly he borrowed a sum of Rs.15

lakhs, agreeing to repay the same on daily basis at Rs.15,000/- per day and the

same was paid from 07.03.2018 to 02.04.2018 through Cashiers of

M/s.Sarmani Hotels Pvt. Ltd., During that period also, for few days, no

payment was made. Totally he paid 29 days only to the tune of Rs.2,85,000/-

.. Thereafter, the said Belman Ramachandra Achar died on 01.04.2018

leaving behind the defendants as his legal heirs to succeed his estate. After

the demise of the said Belman Ramachandra Achar, the Plaintiff approached

the defendants 3 and 4. Initially they agreed to repay the amount and

thereafter, they have not repaid the amount. However, the 3rd defendant

made payment of Rs.20,000/- each on 22.12.2018, 28.02.2019 and

28.02.2019. Therefore, remaining due amount is Rs.66,55,000/-.

6.1. After borrowal of the above said amount, the Belman

Ramachandra Achar was maintaining note books by mentioning the the

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borrowal amounts and the money transactions. The Plaintiff was also maintaining the Chitta for the above said amount. Since the defendants failed to repay the amount, the Plaintiff issued a legal notice and even after, they failed to repay the amount. The above said Rs.70 lakhs paid by the Plaintiff was noted in his note book and the said Belman Ramachandra Achar through the Cashiers of M/s.Sarmani Hotels Pvt. Ltd., started repayment from 07.03.2018 for discharging the above said liability and the same was also recorded in the Chitta note book. Therefore, the Plaintiff issued notice and the same was falsely replied by the defendants and again the Plaintiff issued a rejoinder notice and thereafter filed the Suit.

6.2. In order to prove the case of the Plaintiff, he examined PW1 and marked Ex.P.1 to Ex.P.22. DW1 was examined on the side of defendants, and they marked Ex.D.1, the original Death Certificate of Belman Ramachandra Achar. The copies of the documents marked on the side of Plaintiff are admissible in evidence and those documents are secondary evidences.

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Therefore, those documents are duly proved in accordance with law. In order to rebut the case of the Plaintiff, no any contra evidence adduced by the defendants. Therefore, the Plaintiff has proved his case and the Suit is liable to be decreed.

7. The learned Senior counsel appearing for the defendants would submit that the Plaintiff has filed the Suit for the relief of recovery of money to the tune of Rs.1,00,10,058/- together with interest @ 18% pm at Rs.66,55,000/- from the date of Suit till realization. According to the Plaintiff, he paid Rs.70 lakhs on various dates, but no any document was produced by the Plaintiff to prove the same. The Plaintiff has to prove as to how he lent such huge money without any documents. Moreover, the Plaintiff has not proved his financial capacity to pay such huge amount of Rs.70 lakhs. The Plaintiff has not filed any documents to prove that he was doing money-lending business and how he knew Belman Ramachandra Achar. The Plaintiff is an Income-Tax assessee and he has filed his income

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tax returns and the same was admitted by him through cross examination.

However, he has not filed any documents to show that these loan amounts are mentioned in the income tax returns. Moreover, he has admitted that he did not state about the said amounts in his income tax returns. Therefore, the Plaintiff has failed to prove his case and even assuming that the Plaintiff is doing money-lending business, the same is being done without obtaining any license under the relevant Act and the same is unlawful and his suppression of money transactions in his income tax returns is also an illegal act punishable under the Criminal Law. Therefore, the Plaintiff, by doing illegal and unlawful business, cannot claim any relief and he is not entitled to such relief.

7.1. The Plaintiff has not produced any Promissory Note or any other kind of negotiable instruments to prove the borrowal of money by the deceased Belman Ramachandra Achar and moreover, the Plaintiff has not proved his financial capacity. He admitted that he paid money to the deceased through the sale proceedings of his ancestral properties and through sale proceeds of jewels of his wife. In the cross examination, he had admitted

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that he sold his ancestral properties long back, when he was 18 years old.

There are no records produced for the pledging or sale of jewels of his wife.

Therefore, the Plaintiff has not proved his payment capacity to lend such a huge amount. Even as per Ex.P.6, legal notice dated 25.05.2019, the payment was made from 07.03.2018 to 02.04.2018. In fact, Belman Ramachandra Achar died on 01.04.2018. While so, there is no chance for paying money on the next day of death i.e., on 02.04.2018 as alleged by the Plaintiff. The Plaintiff has not examined any other witness to prove the alleged money lent by him and he also produced undated and unnamed cheques and there is no explanation, as to how those cheques went to the hands of the Plaintiff. In all the cheques, the amount has been filled up and that amount has not been tallied with the Suit amount. Therefore, the Plaintiff has miserably failed to prove his case and thus, the Suit is liable to be dismissed.

8. Heard both sides and perused the entire materials.



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9. The Suit is filed for the relieves for directing the defendants to pay the Plaintiff, a sum of Rs.1,00,10,058/- together with interest @ 18% pm at Rs.66,55,000/- from the date of Suit till realization and for directing the defendants to pay to the Plaintiff for the cost of the action.

Answers to the Issues:

10. Issue No.2:Whether the Suit is barred by limitation.

Considering the nature of the issue and for better appreciation and the issue is in respect of period of limitation, this issue has been taken for answering first. The Plaintiff has filed the Suit for recovery of money alleging that he paid money to the deceased Belman Ramachandra Achar to the tune of Rs.70 lakhs on various dates from 27.12.2017 to 07.03.2018. The defendants have denied the alleged payments and they raised plea that the Suit is barred by limitation, since the deceased Belman Ramachandra Achar died on 01.04.2018. Though the Plaintiff has not produced any document, according to the Plaintiff, the first loan amount given by him was on



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27.12.2017 and the last loan payment was made on 07.03.2018. The Suit was filed by the Plaintiff on 29.10.2020. The limitation period for recovery of money is 3 years. The Plaint has been presented on 29.10.2020. Therefore, the Suit is within a period of 3 years of limitation period. Thus, the **issue no.2** is answered.

11. Issue Nos.1 and 3:

(i) Whether the defendants are liable to pay a sum of Rs.1,00,10,058/- together with interest @ 18% per annum on Rs.66,55,000/- from the date of Suit till realization; and

(iii) Whether the Plaintiff is entitled for the costs of the Suit.

In this case, the Plaintiff has filed the Suit for recovery of money stating that on various dates, the deceased Belman Ramachandra Achar borrowed money from him to the tune of Rs.70 lakhs and thereafter, lastly he borrowed Rs.15 lakhs on 07.03.2018 agreeing to repay the same on daily basis at Rs.15,000/- per day. From 07.03.2018 to 02.04.2018, he paid to the

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tune of Rs.2,85,000/- and for few days, he did not repay the money. Also, the

said amount was paid by the Cashiers of M/s.Sarmani Hotels Pvt. Ltd.,

Thereafter, the deceased died on 01.04.2018. After a sudden demise of the

said Belman Ramachandra Achar, the Plaintiff has approached the 3rd

defendant and he assured to repay the loan amount and he paid Rs.20,000/-

each on three occasions i.e., on 22.12.2018, 23.02.2019 and 28.02.2019.

Therefore, the defendants, being the legal heirs of the deceased Belman

Ramachandra Achar are liable to pay the Suit amount.

11.1. The defendants have denied the alleged payments said to have been made by the Plaintiff and borrowal of money by the deceased Belman Ramachandra Achar. According to them, the said Belman Ramachandra Achar was not in need borrowal of such a huge amount and the Plaintiff has no financial capacity to lend such huge amount and the Plaintiff has also not filed any document to prove the alleged payments. Since the defendants denied the Suit amount, it is the duty of the Plaintiff to prove the alleged

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No.463654 for R.1,00,000/- signed by the deceased Belman Ramachandra

Achar drawn on Punjab National Bank; Ex.P.9 is the Original undated Cheque

No.900172 for R.1,00,000/- signed by the deceased Belman Ramachandra

Achar drawn on Punjab National Bank; Ex.P.10 is the Original undated

Cheque No.682725 for R.1,00,000/- signed by the deceased Belman

Ramachandra Achar drawn on Punjab National Bank; Ex.P.11 is the Original

undated Cheque No.916930 for R.1,00,000/- signed by the deceased Belman

Ramachandra Achar drawn on Punjab National Bank; Ex.P.12 is the Original

undated Cheque No.900173 for R.1,00,000/- signed by the deceased Belman

Ramachandra Achar drawn on Punjab National Bank; Ex.P.13 is the Original

Chitta book; Ex.P.14 is the Printout of the email from the Plaintiff to the 3rd

defendant dated 22.04.2019; Ex.P.15 is the Printout of the email from the

Plaintiff to the 4th defendant dated 02.05.2019; Ex.P.16 series is the Office

copy of the Legal notice issued by the Plaintiff to the defendants 2 to 5 along

with original postal receipts (7 nos) dated 25.05.2019; Ex.P.17 is the Original

reply notice from the 2 to 5 defendants' Counsel dated 03.06.2019; Ex.P.18 is

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the Office copy of the corrected notice issued by the Plaintiff's counsel to the defendants along with original postal receipts dated 09.07.2019; Ex.P.19 is the Office copy of the Rejoinder issued to the 2 to 5 defendant's counsel along with original postal receipt dated 09.07.2019; Ex.P.20 is the Original returned cover addressed to the Defendants counsel; Ex.P.21. is the Original reply notice issued by the Defendants' counsel to the Plaintiffs counsel dated 15.07.2019 and Ex.P.22 is the Office copy of the corrected notice issued to the 1st defendant along with postal receipt dated 16.07.2019.

11.3. According to the Plaintiff, he lent money to the deceased Belman Ramachandra Achar on various dates, totaling to the tune of Rs.70 lakhs. When the Plaintiff lent such a huge amount, he ought to have obtained proper documents for security. But no any documents produced by the Plaintiff and the Plaintiff has not even produced any kind of negotiable instruments such as promissory note or cheque or any other instruments. The Plaintiff has produced the cheque leaves as Exhibits from Ex.P.3 to Ex.P.12. On a careful

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perusal of those cheque leaves, it is seen that there is blank in the name of 'drawee' and the date was also not filled. In the cheques, money only filled.

11.4. According to the Plaintiff, on various dates, he paid amount to the Belman Ramachandra Achar. But the above said cheques were not filled up with date and the name of the drawee and also the amount mentioned in the cheques were not tallied with the Plaintiff-mentioned quantum of amount. As per Ex.P.3 to Ex.P.12 cheque leaves, One cheque is for Rs.3 lakhs, four cheques are each Rs.1.5 lakh and five cheques are for each Rs.1 lakh. The total amount as per cheques would come to Rs.14 lakhs. Since all the cheques are blank cheques, it is the duty of the Plaintiff to explain for what reasons those cheques were given without filling the date and name, but no any explanation in this regard. Moreover, the Plaintiff has relied upon the Chitta note book, but the Chitta is not in the name of Belman Ramachandra Achar. Moreover, when the defendants questioned the capacity of the Plaintiff to pay such a huge amount, it is the duty of the Plaintiff to prove that

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he had source to pay such huge amount to the deceased Belman Ramachandra

Achar. In this context, the Plaintiff, in his evidence has stated that he sold his ancestral property and also he sold his wife's jewels, thereby he lent that money. Whereas in his cross examination, he stated that he sold his ancestral property 40 years back. While so, it is unbelievable that the sale proceeds, took place before 40 years, have been utilized for lending money to the deceased. As far as the jewels are concerned, he pledged 80 sovereigns of his wife's jewels in South Indian Bank and paid the money to the Belman Ramachandra Achar, but no any records produced by the Plaintiff to prove the same. The Plaintiff could very well summon the documents from the bank concerned, if the alleged jewels were pledged in the bank, but he had not taken any steps to examine the bank officers as witnesses. The evidence of PW1 is unacceptable and not trust worthy.

11.5. Even according to the Plaintiff, the transactions took place from the year 2015 onwards, but there are no records to prove the same. When the

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Plaintiff had mentioned the note books in respect of the money transactions,

what prevented him to obtain proper documents from the deceased Belman Ramachandra Achar for such a huge amount lent by him. Moreover, according to the Plaintiff, he received money from the Cashiers of M/s.Sarmani Hotels Pvt. Ltd., from 07.3.2018 to 02.04.2019 and the same was denied by the defendants. While so, the Plaintiff failed to prove the same by examination of the above said persons from whom, the money was received by him. Moreover, according to the Plaintiff, the deceased maintained books and when the Plaintiff asked to furnish the copy of the book in respect of money transactions, there is no explanation as to why he did not obtain any document while lending money to the deceased. Moreover, it is an admitted fact that the deceased died on 01.04.2018. While so, how on the very next day of the date of death of deceased Belman Ramachandra Achar, money was paid the tune of Rs.15,000/- to the Plaintiff, has to be explained. But no proper explanation on the above said aspect and therefore, the Plaintiff has created serious doubt over his evidence.

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11.6. Even according to the Plaintiff, the amount of Rs.2,85,000/- was paid by the deceased, but for the above said payment, there are no records and the Plaintiff has only produced the photocopy of Chitta book. Even in the said Chitta book, there are no any entries to prove the above said payment of Rs.2,85,000/- by the deceased. The alleged Chitta, Ex.P.1 also does not reveal the exact money of repayments and it contains only the dates and figures as

15. that note book was not either in the name of hotel M/s.Sarmani Hotels Pvt. Ltd., or in the name of the deceased Belman Ramachandra Achar. The PW1 also in his evidence stated that no signature of the Staff of M/s. Sarmani Hotels Pvt. Ltd., found in the documents. According to the Plaintiff, the 3rd defendant paid Rs.20,000/- each on 28.12.2018, 23.02.2019 and 28.02.2019 towards repayment of loan obtained by the deceased. But there are no records produced by him, when such a huge amount was lent by him to the father of the 3rd defendant, it is unusual and unbelievable that without any documents, he paid a sum of Rs.60,000/- on three occasions at Rs.20,000/- each. The

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Plaintiff produced one packet size note book as Ex.P.13 alleging that the

payments made by the 3rd defendant, but no any name mentioned in it. Mere

writing in a note, cannot be taken as receipt for payment. Further the Plaintiff

relied upon the emails sent by him to the defendants through Ex.P.14 and

Ex.P.15. On a careful perusal of Ex.P.14 and Ex.P.15, they reveal that the

Plaintiff sent email to the 3rd defendant on 22.04.2019 and the said notice

does not reveal the repayment of Rs.2.85 lakhs and demanded Rs.25 lakhs for

the studies of the Plaintiff's son. Ex.P.15 is the email sent to the 2nd

defendant on 05.02.2019, where he demanded to repay the money to the tune

of Rs.67,15,000/-. According to the Plaintiff, no reply was sent to those

emails, therefore, it amounts to admission of the contents of the notice. It is

true that for the said emails, no reply was sent by the defendants. Mere non-

sending of reply to the emails will not amount to any admission and the

Plaintiff has to prove his claim independently and the said emails can be taken

along with other main documents to corroborate the evidence for payment of

money, but in this case, no documents were filed by the Plaintiff to prove his

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payment made to the deceased Belman Ramachandra Achar. Further the

Plaintiff has issued notice to the defendant, when they denied the payments through reply, the burden of proof lies on the Plaintiff, but the Plaintiff has not produced sufficient evidence to prove the alleged Suit payments made to the deceased Belman Ramachandra Achar. Therefore, the Plaintiff has miserably failed to prove the payment made by him to the deceased Belman Ramachandra Achar.

11.7. At this juncture, the learned counsel appearing for the Plaintiff has relied upon judgment of Hon'ble Supreme Court in ***Jagmail Singh & another v. Karamjit Singh & others in Civil Appeal No.1889 of 2020***, stating that the copies of documents are secondary evidence and the secondary evidence is admissible to prove the existence, condition or the contents of a document. In the above judgment, in Para No.11, it is held as follows:-

11. A perusal of Section 65 makes it clear that secondary evidence may be given with regard to existence, condition or the contents of a document when the original is shown or appears to be in possession



or power against whom the document is sought to be produced, or of any person out of reach of, or not subject to, the process of the Court, or of any person legally bound to produce it, and when, after notice mentioned in Section 66 such person does not produce it. It is a settled position of law that for secondary evidence to be admitted foundational evidence has to be given being the reasons as to why the original Evidence has not been furnished".

On a careful perusal of the above said judgment, it is clear that Section 65 of the Indian Evidence Act makes it clear that secondary evidence may be given with regard to existence, condition or contents of a document when the original is shown or appears to be in possession or power of the person against whom the document is sought to be produced, or of any person out of reach of, or not subject to, the process of the Court.

11.8. Further the learned counsel appearing for the Plaintiff has also relied upon judgments of ***N.S. Prakash Rao v. Bala Krishna and another reported in AIR 2008 (NOC) 475 (A.P.) and Rakesh Mohindra v. Anita Beri and others reported in 2015 AIR SCW 6271***, in which, in Para No.17, held as follows:-



"17. The pre-conditions for leading secondary evidence are that such original documents could not be produced by the party relied upon such documents in spite of best efforts, unable to produce the same which is beyond their control. The party sought to produce secondary evidence must establish for the non-production of primary evidence. Unless, it is established that the original documents is lost or destroyed or is being deliberately withheld by the party in respect of that document sought to be used, secondary evidence in respect of that document cannot accepted".

On a careful perusal of those judgments, it is clear that pre-conditions for leading secondary evidence are that such original documents could not be produced by the party relied upon such documents in spite of best efforts, unable to produce the same which is beyond their control. In the case on hand, the Plaintiff has not filed any document to prove the payment made by him as alleged in the Plaint and the documents filed by him are noway established the payments made by the Plaintiff. Therefore, the above said judgments will not be applicable to the present facts of the case.

11.9. Per contra, the learned counsel appearing for the defendants has relied upon judgment of this Court in ***B. Mahadevan v. K. Velmurugan***
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reported in 2022 SCC OnLine Mad 3931, wherein the Hon'ble Division

Bench of this Court held that *"No Court can come to the aid of the party in an illegal transactions. It is settled in law that in such cases loss must be allowed lie where it falls. In this case there are unaccounted transactions, the Court could not have lent it's hands and passed a decree"*. In the case on hand also, according to the Plaintiff, he has lent money to the tune of Rs.70 lakhs, that too without any documents and he is also an income-Tax Assessee, but the same has not been entered in the Income-Tax returns. Without license, he was doing money lending business. Therefore, the above case laws squarely applicable to the present facts of the case. Moreover, the Plaintiff has not even produced the documents to prove the alleged payments made by him. Therefore, the Plaintiff is not entitled to any relief of recovery of money as against the defendants. The Plaintiff filed the Suit without any documents and he failed to prove his case. Therefore, he is not entitled to any cost for the Suit. Thus, the issues 1 and 3 are answered.



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12. **Issue No.4: To what other relief, the Plaintiff is entitled for.**

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This Court answered for Issue Nos.1 to 3 and came to a conclusion that the Plaintiff is not entitled to any relief as sought for, through the issue nos.1 to 3. Therefore, the Plaintiff is not entitled to any relief and the Suit is liable to be dismissed.

13. In the result, this Suit is ***dismissed***. There shall be no order as to costs.

13.10.2025

Index : Yes/No
Speaking Order : Yes/No
mjs

APPENDIX:

List of Plaintiff side Witnesses:

PW1 : Mr. Ravi @ S. Srinivasan

List of Plaintiff side Documents:

Exhibit No.	Date	Description of Documents
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Ex.P.1	from 07.03.2018 to 02.04.2018	Photocopy of the Chitta book containing endorsement of payment.
Ex.P.2	-	Original Chitta book.
Ex.P.3	-	Original undated Cheque No.783616 for Rs.3,00,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.4	-	Original undated Cheque No.900217 for R.1,50,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.5	-	Original undated Cheque No.900219 for R.1,50,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.6	-	Original undated Cheque No.900218 for R.1,50,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.7	-	Original undated Cheque No.900220 for R.1,50,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.8.	-	Original undated Cheque No.463654 for R.1,00,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.



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C.S. No.38 of 2021

Ex.P.9.	-	Original undated Cheque No.900172 for R.1,00,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.10	-	Original undated Cheque No.682725 for R.1,00,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.11	-	Original undated Cheque No.916930 for R.1,00,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.12	-	Original undated Cheque No.900173 for R.1,00,000/- signed by the deceased Belman Ramachandra Achar drawn on Punjab National Bank.
Ex.P.13	-	Original Chitta book
Ex.P.14	22.04.2019	Printout of the email from the Plaintiff to the 3rd defendant
Ex.P.15	02.05.2019	Printout of the email from the Plaintiff to the 4th defendant.
Ex.P.16 series	25.05.2019	Office copy of the Legal notice issued by the Plaintiff to the defendants 2 to 5 along with original postal receipts (7 nos)
Ex.P.17	03.06.2019	Original reply notice from the 2 to 5 defendants' Counsel.
Ex.P.18	09.07.2019	Office copy of the corrected notice issued by the Plaintiff's counsel to the defendants



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		along with original postal receipts.
Ex.P.19	09.07.2019	Office copy of the Rejoinder issued to the 2 to 5 defendant's counsel along with original postal receipt.
Ex.P.20	-	Original returned cover addressed to the Defendants counsel.
Ex.P.21	15.07.2019	Original reply notice issued by the Defendants' counsel to the Plaintiffs counsel.
Ex.P.22	16.07.2019	Office copy of the corrected notice issued to the 1st defendant along with postal receipt.

List Defendant Side Witnesses:

DW1 : Mr. Belman Ramachandra Ramakrishna Achar

List Defendant Side Documents:

Ex.D.1 : Original Death Certificate of DW1's father
Belman Ramachandra Achar dated 07.04.2018.

13.10.2025

To

The Sub-Assistant Registrar (Original Side),
High Court, Madras.

P.DHANABAL.,J



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