

C.R.P (PD) No.3575 & 3576 of 2024

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.04.2025

CORAM

THE HONOURABLE MS. JUSTICE P.T. ASHA

C.R.P (PD) Nos. 3575 & 3576 of 2024

&

C.M.P.No. 19375 of 2024

Dhakshinamoorthy

... Petitioner in both petitions

VS.

M.S.Manohar

... Respondent in both petitions

Prayer in CRP/3575/2024: Civil Revision Petition filed under Article 227 of the Constitution of India against the order in IA.No.8 of 2024 in OS.No.43 of 2020 on the file of the IV Additional District Court, Coimbatore dated 21.08.2024.



C.R.P (PD) No.3575 & 3576 of 2024

Prayer in CRP/3576/2024: Civil Revision Petition filed under

Article 227 of the Constitution of India against the order in IA.No.7 of 2024 in OS.No.43 of 2020 on the file of the IV Additional District Court, Coimbatore dated 21.08.2024.

For Petitioner : M/s. R.Poornima
(In both petitions)

For Respondent : Mr. G.Mohana Krishnan
(In both petitions)

ORDER

The plaintiff has challenged the order passed by the IV Additional District Judge, Coimbatore in IA.Nos.7 & 8 of 2024 in OS.No.43 of 2020. The facts are as follows.

2. The revision petitioner / plaintiff had filed the suit OS.No.43 of 2020 on the file of the IV Additional District Judge, Coimbatore seeking recovery of a sum of Rs.14,12,000/- together with interest at 12% per annum from the date of the suit till realisation.

2/11



WEB COPY 3. The plaintiff's case is that the defendant who was running a textile business in the name and style of M/s.Kancheepuram SM Silks, approached the plaintiff who is a retired IAS Officer and borrowed a sum of Rs.12,00,000/- as loan with an express agreement to repay the same together with interest at 12% p.a. In acknowledgment of the said loan the defendant had agreed and entered into a contract by executing a bond on Rs.50/- stamp paper, where he had acknowledged borrowal of Rs.12,00,000/- and the same was attested by two witnesses. The defendant had promised to repay the amount on demand together with interest.

4. However, the defendant had neither paid interest nor the principal and had shifted the business to a new address. The plaintiff with a very great difficulty located the new address and the whereabouts of the defendant. Thereafter, the plaintiff had issued a legal notice dated 28.10.2019 calling upon the defendant to repay the



C.R.P (PD) No.3575 & 3576 of 2024

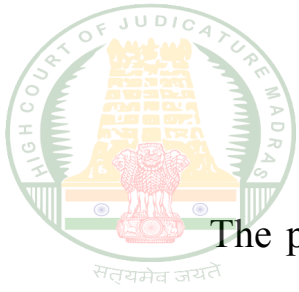
loan amount with interest.

WEB COPY

5. After receiving notice the defendant sent a reply notice dated 08.11.2019 contending false statement. Therefore, the plaintiff has come forward with the suit in question.

6. The defense to this suit was that the defendant had not executed any bond in favour of the plaintiff nor he had borrowed Rs.12,00,000/-. The defendant would contend that the bond was a forged document and signature affixed therein was not that of the defendant. The defendant would submit that the plaintiff's daughter S.Chandra who resides along with the plaintiff is the owner of the house bearing Door No.211, Sastri Road, Ramnagar, Coimbatore.

7. The defendant had approached the plaintiff and his daughter to occupy the ground floor portion of the property for his accommodation.



WEB COPY

The plaintiff and his daughter had agreed to this proposal. However, the portion which was to be leased out to the defendant was in a very poor condition and the defendant had requested the plaintiff and his daughter to carryout repair work which they had also agreed.

8. The defendant had clearly informed them that he was not in a position to occupy the building without the same being refurbished. As per oral agreement an advance of Rs.14,00,000/- and a monthly rental of Rs.85,000/- was fixed. The advance amount of Rs.14,00,000/- was also paid as the plaintiff and his daughter had sought for payment in order to carryout the repair works in the building. Trusting the words of the plaintiff and his daughter the said amount was also handed over. However, contrary to the assurance the work had not commenced in the building.

9. The defendant would therefore submit that the present suit has been instituted only to escape their liability. The defendant would



submit that the instant suit is totally a false case.

WEB COPY

10. Pending the suit, the defendant had taken up an applications in IA.No.7 of 2024 to receive the additional documents and IA.No.8 of 2024 to amend the pleading in the written statement. The defendant would submit that the plaintiff has filed the suit for recovery of money against the defendant in his capacity as Managing Director of M/s.Kancheepuram SM Silks which is evident from the short and long cause title in the plaint. It is also stated that the sum of Rs.12,00,000/- was obtained for business needs. However the plaintiff has not chosen to array the firm or the partners as party to the suit.

11. That apart, the suit is based on a bond which has not been stamped adequately. He would submit that since he was not keeping good health he was not able to give necessary instructions to his counsel. He was thereafter set ex parte and an ex parte order passed against him. It was only thereafter that he had come to know about the



ex parte order and set aside the same. However, certain important points had been left out. Therefore, the defendant would seek leave of the Court to amend the written statement and receive additional documents. The defendant sought to introduce the following sentence at the end of paragraph No.15:

“The document dated 05.08.2018 is inadmissible in evidence as it is not adequately stamped. The suit is not maintainable for misjoinder and non-joinder of necessary parties as the partnership has not been impleaded as a party”.

12. The said applications were allowed by the learned IV Additional District Judge, Coimbatore, against which the present revisions have been filed.

13. Heard the learned counsels on the either side and perused the records.



WEB COPY 14. The original written statement was filed as early as on 18.11.2021 and an ex parte decree came to be passed on 17.08.2022. Thereafter the plaintiff had filed EP.No.246 of 2022 and the application to set aside the ex parte decree was filed on 01.02.2024. Meanwhile, the plaintiff had filed CRP.No.2843 of 2024 seeking speedy disposal of the suit and on 24.07.2024 this Court was also pleased to direct the Trial Court to dispose of the suit within a period of 1 month from 19.08.2024.

15. The only ground that was sought to be introduced was a sentence just after paragraph No.15 of the written statement. The defendant has already questioned the validity of the documents and the amendment only seeks to add to it. Further, the documents which are sought to be introduced would ensure the fair trial. The learned IV Additional District Judge, Coimbatore has rightly allowed the applications.



C.R.P (PD) No.3575 & 3576 of 2024

WEB COPY 16. I see no reason to interfere with the order. The Civil Revision Petitions are dismissed. Consequently, the connected miscellaneous petition is closed. No costs.

22.04.2025

Index: Yes/No
Internet: yes/No

kan

To

The IV Additional District Judge,
Coimbatore.

9/11



WEB COPY



C.R.P (PD) No.3575 & 3576 of 2024

P.T. ASHA.J

kan



WEB COPY



C.R.P (PD) No.3575 & 3576 of 2024

C.R.P (PD) No. 3575 & 3576 of 2024

22.04.2025