



WEB COPY

CRP(PD).No.330 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED : 06.02.2025**

CORAM

**THE HONOURABLE Ms. JUSTICE P.T. ASHA**

**CRP.(PD).No.330 of 2025**

**and**

**CMP.No.2167 of 2025**

S.G.Murugesan

... Petitioner

**Vs.**

P.Rajaram

... Respondent

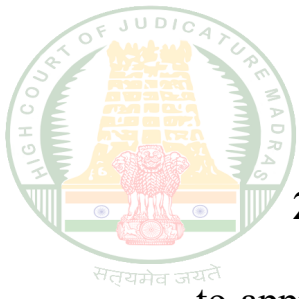
**Prayer:-** Civil Revision Petition is filed under Article 227 of the Constitution of India to pass an order setting aside the order dated 14.12.2023 passed in IA.No.8281 of 2018 in OS.No.2052 of 2017 on the file Hon'ble III Assistant City Civil Court at Chennai.

For Petitioner : M/s.B.Sivaraman

For Respondent : M/s.M.Saravana Kumar for Caveator

**ORDER**

The defendant is the revision petitioner before this court challenging the order passed in I.A.No.8281 of 2018 in O.S.No.2052 of 2017 by the III Assistant City Civil Judge, Chennai.



2. It is necessary to briefly allude to the facts of the case in order to appreciate the order under challenge. The parties are referred to in the same ranking as before the Trial Court.

3. The plaintiff has filed a suit O.S.No.2052 of 2017, on the file of the III Assistant City Civil Court, Chennai seeking recovery of a sum of Rs.7,48,000/- with interest at 12% on a sum of Rs.5,50,000/-.

4. It is the case of the plaintiff that he and the defendant were doing construction business for the past several years and were known to each other. In the month of March 2012, the 1<sup>st</sup> defendant had approached the plaintiff for a hand loan of Rs.4,32,000/-. The plaintiff had also extended the said loan by way of cash on 18.03.2012 and a loan agreement was written down on Rs.20/- stamp paper in favour of the plaintiff agreeing to repay the same with an interest of 24% per annum.

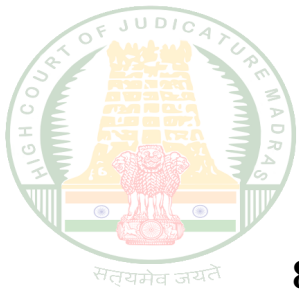
5. Thereafter, once again, the 1<sup>st</sup> defendant had approached the plaintiff for a loan of Rs.5,50,000/- in the month of September 2012, promising to replay both the loans together. This amount was also



disbursed by cash on 20.09.2012 and a loan agreement on Rs.50/- stamp paper was also executed by the 1<sup>st</sup> defendant in favour of the plaintiff.

6. After repeated requests to repay the loan together with interest, instead of repaying the same, the 1<sup>st</sup> defendant and his wife had requested the plaintiff for a further loan of Rs.7,00,000/- for their son's marriage. The plaintiff had paid the sum of Rs.3,00,000/- by way of cash and another sum of Rs.4,00,000/- by way of cash for which a loan agreement dated 25.02.2013 was executed by the 1<sup>st</sup> defendant and his wife in favour of the plaintiff. In all, the 1<sup>st</sup> defendant had borrowed a sum of Rs.16,82,000/-.

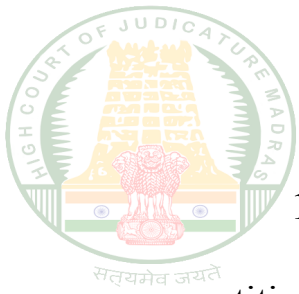
7. Since there was no sign of the loan amount being cleared, a legal notice was issued on 10.07.2014 to which there was no reply despite the fact that the 1<sup>st</sup> defendant had received it. Therefore, the plaintiff had come forward to file the suit only with reference to the 1<sup>st</sup> and the 2<sup>nd</sup> loans and he has reserved leave to file a separate suit in respect of the 3<sup>rd</sup> and the 4<sup>th</sup> loans.



WEB COPY

8. The 1<sup>st</sup> defendant, on entering appearance had filed a written statement denying the loan. He would submit that he had never met the plaintiff on the days mentioned and further, he is only a mason, working under a builder on a daily wage and he had no necessity to borrow such a huge amount as loan. The 1<sup>st</sup> defendant would submit that the loan agreements are all concocted documents. The 1<sup>st</sup> defendant's father belonged to the same native place as the plaintiff. His father-in-law had borrowed a sum of Rs.40,000/- from the plaintiff and towards this loan, he had repaid a sum of Rs.15,000/- on 23.06.2005 and a sum of Rs.50,000/- and 40,000/- on 18.07.2012 and 25.02.2013 respectively. These facts have been suppressed by the plaintiff. He therefore sought to have the suit dismissed.

9. An Additional written statement was filed by the 1<sup>st</sup> defendant wherein he had submitted that plaint is defective as the adequate stamp papers have not been affixed.



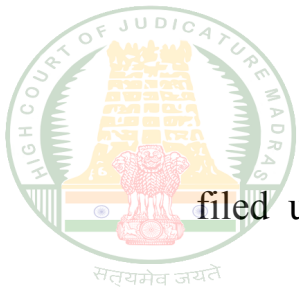
WEB COPY

**10.** Thereafter, the 1<sup>st</sup> defendant had come forward to file a petition to reject the plaint in I.A.No.8281 of 2018. The reason being that the correct Court fee had not been paid on the last date of limitation but that it has been paid beyond the period of limitation and as the provisions of Section 149 had not been followed, the plaint deserves to be rejected.

**11.** The learned III Assistant Judge, City Civil Court, Chennai on hearing the arguments and perusing the records, has held that the grounds on which the rejection of plaint is sought for does not come under any of the grounds contemplated under Order VII Rule 11 of CPC. Therefore, the learned Judge had proceeded to dismiss the application for rejecting the plaint. Aggrieved by the same, the petitioner is before this Court.

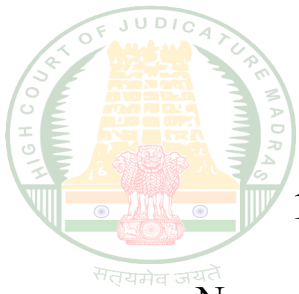
**12.** Heard the counsel for the petitioner and perused the records.

**13.** The only ground on which the rejection of plaint is sought for is that the Court fee has been paid after a delay. The application is



WEB COPY

filed under the provisions of Order VII Rule 11 of CPC. A mere perusal of the proviso to the said Rule would clearly show that the Court could extend the time for supplying the requisite stamp papers. Even according to the defendant, the plaintiff had been granted time for paying the deficit Court fees by orders of the learned Judge in I.A.No.5454 of 2017. Therefore, applying the proviso to Order VII Rule 11 of CPC there exists no ground for rejecting the plaint. That apart, while considering an application under Order VII Rule 11 of CPC, the Court is bound to consider the plaint as a whole and if from a reading of the plaint a cause of action is shown and if adjudicatory issues are involved, the Court should loath to reject the plaint. In the instant case, when the plaint was presented with a deficit court fee, the court had granted time to the plaintiff to set right the defect, within the period granted by the court. The said defect has been duly corrected by the plaintiff. Therefore, the order passed by the learned III Assistant City Civil Judge, Chennai in I.A.No.8281 of 2018 cannot be found fault with.



CRP(PD).No.330 of 2025



**14.** Accordingly, the Civil Revision Petition stands dismissed.

No costs. Consequently, the connected Miscellaneous Petition is closed.

**06.02.2025**

(shr)

Index : Yes/No

Speaking Order: Yes/No

Neutral Citation : Yes/No

To

1.The III Assistant City Civil Court at Chennai.



WEB COPY



CRP(PD).No.330 of 2025

**P.T. ASHA. J.,**

(shr)

**CRP.(PD).No.330 of 2025**

**and**

**CMP.No.2167 of 2025**

**06.02.2025**