



WEB COPY



CRP.No.5170 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.10.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

CRP.No.5170 of 2025 and
CMP.No.26081 of 2025

Mr.V.Nagarajan

... Petitioner

Vs.

Mr. Manikandan

...Respondents

PRAYER :Civil Revision Petition filed Article 227 of Constitution of India, praying, to set aside the dismissal order of the leave to defend petition in I.A.NO.1/2025 in OS.No.4041/2025 passed by the learned XII Assistant City Civil Judge, Chennai dated 22.09.2025 and grant unconditional leave to this petitioner/ defendant to defend the suit.

For Petitioner

: M/s.K.Anusuya

For Respondent

: M/s.S.Balakrishnan

ORDER

The Civil Revision Petition is filed challenging the order passed by the Court below dismissing the application filed by the petitioner seeking leave to defend the suit for recovery of money filed by the respondent.



2. Heard the learned counsel for the petitioner and the learned counsel for the respondent.

3. It is not in dispute that the respondent herein filed a suit for recovery of money based on two promissory notes. The principal amount is Rs.5,00,000/- (rupees five lakhs only). The respondent claimed interest at the rate of 36 % per annum. Therefore, the total suit amount is Rs.8,57,500/-.

4. The petitioner/defendant, in the affidavit filed in support of leave petition, had stated that the principal amount of Rs.5,00,000/- was not borrowed by him and the same was borrowed as a hand loan by his grandson Mr.Madhan. At the time of lending amount, the respondent insisted execution of promissory note by the petitioner and therefore, he signed blank promissory notes and stamp papers as a security for the hand loan obtained by his grandson.

5. The Trial Court, based on the averments found in the affidavit of the petitioner, came to the conclusion that there was admission of execution by the petitioner and refused to grant leave.

6. It is true that petitioner admitted that he signed blank promissory notes. However, it is his case that promissory notes were executed only as a



security for the loan borrowed by his grandson Madhan. In any event, he expressed his willingness to pay the principal amount. In the case on hand, admittedly it is only a hand loan transaction. The respondent is only entitled to reasonable interest. In the case on hand, he claimed interest at the rate of 36 % per annum. It is not a commercial transaction. Therefore, there is a dispute with regard to the entitlement of plaintiff to claim interest at 36% per annum. Hence, this Court feels that it is a fit case to grant leave as there is a dispute with regard to the interest payable on the principal amount.

7. Taking into consideration the said fact, the civil revision petition stands allowed on condition that the petitioner deposits Rs.6,00,000/- (rupees six lakhs only) to the credit of OS.No.4041/2025 on the file of learned XII Assistant City Civil Judge, Chennai within a period of four(4) weeks from the date of receipt of copy of this order. On such deposit, the I.A.No.1 of 2025 stands allowed. No costs.

29.10.2025

Index : Yes / No
Internet : Yes / No
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S.SOUNTHAR , J.

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To

The XII Assistant City Civil Judge, Chennai

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