



C.R.P.(NPD)(MD)Nos.1548 to 1551 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 16.07.2025

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

C.R.P.(NPD)(MD)Nos.1548 to 1551 of 2025
and
C.M.P.(MD)Nos.7922 and 7923 of 2025

M.Kumarasamy

... Petitioner in C.R.P.(MD)No.
1548 & 1550/2025

1.M.Kumarasamy
2.K.Jothi Rani

... Petitioners in C.R.P.(MD)No.
1549 & 1551/2025

Vs.

M/s.ARA Investments & Finance (P) Limited,
Rep.by its Director N.Srinivasan @ Vellyan,
S/o.Nachiappan, Having its office at
A-16, Colony Main Road,
11th Cross, Thillainagar,
Trichy-18.

... Respondent in all petitions

COMMON PRAYER: Civil Revision Petitions - filed under Article 227 of Constitution of India, to set aside the fair and decreetal order passed by the III Additional District Court, Tiruchirapalli in O.P.Nos.240 and 241 of 2024 and I.A.Nos.1 and 1 of 2024 in O.P.Nos.240 and 241 of 2024, respectively dated 24.03.2025.

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In all petitions:

For Petitioners : Mr.B.Vikram Veerasamy
For Respondent : Mr.Raguraman Gopalan

COMMON ORDER

These Civil Revision Petitions are filed challenging the fair and decreetal order passed by the III Additional District Court, Tiruchirapalli in O.P.Nos.240 and 241 of 2024 and I.A.Nos.1 and 1 of 2024 in O.P.Nos.240 and 241 of 2024, respectively dated 24.03.2025.

2.The petitioners in all these petitions availed credit facility from the respondent Finance Private Limited. However, the petitioner defaulted in his repayment. Hence, the respondent suit filed recovery of the loan amount from the petitioners in O.S.No.23 of 2006 and O.S.No.47 of 2009. Thereafter, the petitioners lodged a complaint before the authorities concerned under the provisions of the Prohibition of Charging Exorbitant Interest Act, 2003 alleging that the respondent is claiming exorbitant interest. However, the said applications were not entertained. Aggrieved by the same, the petitioners have filed these Revision Petitions.



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3. During the pendency of these Civil Revision Petitions, the parties have amicably settled the matter and entered into a compromise memo and both the parties have agreed to settle the matter for a sum of Rs.2.25 crores, out of which, the petitioners have already paid a sum of Rs.20 lakhs as liquid cash to the respondent as early as on 04.07.2025. The respondent has also received the same.

4. Today, when the matter is taken up for hearing, the learned counsel for the petitioners submits though the petitioners have stated that he will pay the remaining amount on or before 04.08.2025 in the compromise memo, the petitioners have produced the demand drafts taken in the name of the respondent for the remaining amount of Rs.2.05 crores by way of various demands drafts, today itself, which are stated as follows:

1. DD No.399997 for a sum of Rs.25,00,000/-.

2. DD No.399998 for a sum of Rs.50,00,000/-.

3. DD No.334131 for a sum of RS.80,00,000/-.

4. DD No.399999 for a sum of Rs.50,00,000/-.



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5.The petitioners also hand over all the above demand drafts to the respondent. The respondent also received the same.

6.The learned counsel for the respondent also fairly submits that the respondent will not present any cheques as against the petitioners in future and they also agree to return all the original cheques available with the respondent to the petitioners within a period of two weeks from the date of receipt of a copy of this order.

7.In view of the settlement arrived between the parties, the suits in O.S.No.23 of 2006 and 47 of 2009 are disposed of.

8.At this juncture, the learned counsel for the petitioners submits that the original documents, which were produced by the respondent/petitioners, are before the trial Court and the same shall be directed to be returned to the petitioners.

9.Considering the above said submission, the trial Court is directed to return all the original documents belonged to the petitioners/defendants to the petitioners on 18.07.2025.



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10.Further, in view of the decision rendered by the Hon'ble Supreme Court in ***Afcons Infrascture and another vs. Cherian Varkey Construction Company Private limited and others [(2010) 8 SCC]***, followed by the Delhi High Court in the case of ***Munish Kalra vs. Kiran Madan and others [2019 SCC online Del 8021]*** the plaintiff is entitled to refund of the entire Court fee. The relevant portion of the judgment rendered by the Hon'ble Supreme Court is extracted hereunder:

“25.In view of the foregoing, it has to be concluded that proper interpretation of section 89 of the Code requires two changes from a plain and literal reading of the section. Firstly, it is not necessary for the court, before referring the parties to an ADR process to formulate or re-formulate the terms of a possible settlement. It is sufficient if the court merely describes the nature of dispute (in a sentence or two) and makes the reference. Secondly, the definitions of 'judicial settlement' and 'mediation' in clauses (c) and (d) of section 89(2) shall have to be interchanged to correct the draftsman's error. Clauses (c) and (d) of section 89(2) of the Code will read as under when the two terms are interchanged:

(c) for "mediation", the court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;



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(d) for "judicial settlement", the court shall effect a compromise

between the parties and shall follow such procedure as may be prescribed.

The above changes made by interpretative process shall remain in force till the legislature corrects the mistakes, so that section 89 is not rendered meaningless and infructuous.

11. Accordingly, the trial Court is also directed to refund the entire Court fee to the plaintiff. The compromise memo shall form part of this order. Decree shall also be drawn based on the compromise memo.

12. These Civil Revision Petitions are disposed of on the above terms. No costs. Consequently, connected miscellaneous petitions are closed.

16.07.2025

NCC : Yes/No
Index : Yes / No
Internet : Yes / No
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Note: Issue order copy on 16.07.2025



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To

- 1.The III Additional District Court, Tiruchirappalli.
2. The Section Officer,
Vernacular Records,
Madurai Bench of Madras High Court,
Madurai.



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M.DHANDAPANI,J.

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