



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 10.03.2026

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Coram:

The Honourable Mrs.Justice T.V.THAMILSELVI

**C.R.P.(PD) No.1090 of 2025
and C.M.P.No.6233 of 2025**

Mr.T.Thiruppathi

...Petitioner

Versus

1.M/s.Varma Medicals,
Rep. by its Partner – Mr.R.Lakshmanan,
28/1, Motilal Street, T.Nagar,
Chennai – 600 017.

2.Mr.R.Lakshmanan,
Partner – Varma Medicals,
28/1, Motilal Street, T.Nagar,
Chennai – 600 017.

Residing at No.33/1, Kannadasan Street,
T.Nagar, Chennai – 600 017.

...Respondents

Prayer: This Civil Revision Petition has been filed under Article 227 of the Constitution of India praying to set aside the fair Order and Decree dated 20.11.2024 passed in I.A.No.9 of 2024 in O.S.No.1913 of 2023 on the file of learned XVI Additional Judge, City Civil Court, Chennai.

For Petitioner : Mr.K.V.Sundararajan

For Respondents : Mr.M.Udhayakumar



ORDER

This Civil Revision Petition has been filed by the Petitioner praying to set aside the Order and Decree dated 20.11.2024 in I.A.No.9 of 2024 in O.S.No.1913 of 2023 passed by the learned XVI Additional Judge, City Civil Court, Chennai.

2. The brief facts of the case are that 2nd Respondent (Partner of 1st Respondent firm) had borrowed a sum of Rs.14,00,000/- from the Petitioner and he had executed three Promissory Notes dated 10.08.2015, 18.08.2015 and 21.08.2015 for the amounts borrowed by him. After borrowing the said amount from Petitioner, 2nd Respondent vide Letter dated 22.08.2022, admitted that he had borrowed Rs.14 Lakhs from the Petitioner and undertook that he would repay the said amount along with interest at the rate of 36% per annum, within six months. However, 2nd Respondent had committed default in repayment of borrowed sums. Therefore, Petitioner had filed a suit in O.S.No.1913 of 2023 before the XVI Additional City Civil Court, Chennai as against the Respondents. The reliefs sought in the said suit are as follows:

“(a) For directing the Defendants to pay Rs.45,26,000/- with future interest at 36% p.a. on Rs.14,00,000/- from the date of this Plaint to date of realization;



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- (b) *For granting permanent injunction restraining the 2nd Defendant, their men, agents, servants or anybody claiming under or on behalf of the Defendants from in any manner dealing with suit schedule property either by alienating, mortgaging or leasing or in any other manner as per the Undertaking Letter dated 30.09.2015; and*
- (c) *For directing the Defendants to pay costs of this suit.”*

The Respondents had filed their Written Statement in O.S.No.1913 of 2023 denying all the averments made by the Petitioner in Plaint. While the suit is pending, Petitioner had filed an Interlocutory Application in I.A.No.9 of 2024 in O.S.No.1913 of 2023 praying to direct the Respondents to furnish the statement of the name and addresses of the persons who were at the time of accruing of the cause of action were partners in the 1st Respondent firm. However, the learned XVI Additional Judge, City Civil Court, Chennai vide Order dated 20.11.2024, dismissed the said Interlocutory Application. Aggrieved by the same, Petitioner has filed the present Civil Revision Petition for the relief stated *supra*.

3. The learned counsel for Petitioner submitted that there were various money transactions took place between the Petitioner and 1st Respondent firm. The Court below has failed to note that in the Written Statement filed in O.S.No.1913 of 2023, it was stated by the Respondents that 1st Respondent firm is the alleged borrower and that 2nd Respondent is



not a necessary party, whereas, in the Counter Affidavit filed in I.A.No.9 of 2024 in O.S.No.1913 of 2023, Respondents have taken a stand that 2nd Respondent is the alleged borrower and 1st Respondent firm is not a necessary party.

3.1. It is further submitted by the learned counsel for Petitioner that Petitioner had sent a Legal Notice dated 19.12.2022 to the Respondents, requesting them to furnish the details of the other partners of 1st Respondent firm since all the partners of 1st Respondent firm are necessary to suit proceedings, but, Respondents have not yet furnished the same to Petitioner.

3.2. The learned counsel for Petitioner also submitted that Petitioner had filed the suit in O.S.No.1913 of 2023 for the reliefs of recovery of money and permanent injunction. While the said suit has not yet proceeded to trial, the Court below has dismissed I.A.No.9 of 2024 by erroneously holding that there was no money transaction between the Petitioner and 1st Respondent firm and thus, it is not necessary to the Petitioner to know the details of the other partners of 1st Respondent firm. Therefore, the learned counsel prayed that the impugned order passed by the Court below may be set aside and this Civil Revision Petition may be allowed.



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3.3. Further, the learned counsel for Petitioner submitted that in order to prove the money transactions took place between the Petitioner and 1st Respondent firm, Petitioner has filed the following documents in the form of additional typed set of papers, before this Court:

- (i) Petitioner's Bank Statement with regard to withdrawal of borrowed amount by the 1st Respondent firm;
- (ii) Cheques issued by the 1st Respondent firm in favour of Petitioner; and
- (iii) Petitioner's Bank Statement with regard to interest paid by the 1st Respondent firm.

4. *Per Contra*, the learned counsel appearing on behalf of Respondents submitted that 1st Respondent firm never borrowed any amount from the Petitioner. There is no necessity to furnish the details of the partners of 1st Respondent firm as there was no money transaction between the Petitioner and 1st Respondent firm. The Petitioner had filed I.A.No.9 of 2024 in O.S.No.1913 of 2023 only with an intention to drag on the proceedings and to harass the Respondents. Therefore, the Court below has rightly dismissed the Interlocutory Application filed by the Petitioner.



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5. Heard the learned counsel on either side and perused the materials available on record.

6. According to the Petitioner, 2nd Respondent (Partner of 1st Respondent firm) had borrowed Rs.14,00,000/- from him and executed three Promissory Notes dated 10.08.2015, 18.08.2015 and 21.08.2015 for the borrowed amounts. After borrowing the said amount, 2nd Respondent undertook that he would repay the borrowed amount along with interest at the rate of 36% per annum, within a period of six months, but, he failed to repay the same. Hence, Petitioner had filed O.S.No.1913 of 2023 before the XVI Additional City Civil Court, Chennai, praying to direct the Respondents to pay Rs.45,26,000/- with future interest at the rate of 36% per annum on Rs.14,00,000/- from the date of Complaint till the date of realization and to grant an order of permanent injunction restraining the Respondents from in any manner dealing with suit schedule property either by alienating, mortgaging or leasing or in any other manner as per the Undertaking Letter dated 30.09.2015.

7. During the pendency of O.S.No.1913 of 2023, Petitioner had filed I.A.No.9 of 2024 in O.S.No.1913 of 2023 seeking to direct the Respondents



to furnish the statement of the name and addresses of the persons who were at the time of accruing of the cause of action were partners in the 1st Respondent firm. However, the said application was dismissed by the Court below. Hence, Petitioner has filed this Civil Revision Petition.

8. From a perusal of the Petitioner's Bank Statements, it is evident that 1st Respondent firm had withdrawn a sum of Rs.6,00,000/- and Rs.3,00,000/- on 10.08.2015 & 18.08.2015 respectively from the Petitioner's Bank Account. Further, the Undertaking Letter dated 30.09.2015 addressed by the 2nd Respondent to Petitioner and his wife shows that 2nd Respondent had borrowed a sum of Rs.14 Lakhs from the Petitioner and also, 2nd Respondent had undertaken to repay the borrowed sums along with 36% interest per annum.

9. As far as this case is concerned, I am of the opinion that Petitioner is entitled to the relief sought in I.A.No.9 of 2024 since the Petitioner has proved that there was a money transaction between him and 1st Respondent firm and also, proved that 2nd Respondent as a partner of the 1st Respondent firm borrowed a sum of Rs.14 Lakhs from him. Therefore, this Court is inclined to set aside the impugned order and allow this petition.



10. Accordingly, Order and Decree dated 20.11.2024 in I.A.No.9 of 2024 in O.S.No.1913 of 2023 passed by the learned XVI Additional Judge, City Civil Court, Chennai is set aside and this Civil Revision Petition is allowed. As a sequel, I.A.No.9 of 2024 in O.S.No.1913 of 2023 is allowed and the Respondents are directed to furnish the statement of the names and addresses of the persons who were at the time of accruing of the cause of action were partners in the 1st Respondent firm, to the Petitioner, within a period of eight weeks from the date of receipt of a copy of this order. No costs. Consequently, connected Miscellaneous Petition is closed.

10.03.2026

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Index: Yes/No

Speaking Order (or) Non-Speaking Order

To

The XVI Additional Judge,
City Civil Court, Chennai.



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T.V.THAMILSELVI, J.

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