IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-04-2026

CORAM

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 1327 of 2026

V.Subbaraj
S/o. Venkadasamy,
No.A40/1, TNHB Colony,
Bagalur Hudco,
Bagalur Road,
Hosur,
Krishnagiri District-635 109.

..Petitioner(s)

Vs

1. Branch Manager
   REPCO Bank,
   Denkani Kottai Road,
   Hosur,
   Krishnagiri District-635 109.
2. General Manager (Recovery)
   REPCO Bank,
   REPCO Tower,
   NO.33,
   North Usman Road,
   T.Nagar,
   Chennai - 017.

3. Sundarammal
   W/o. Venkadasamy,
   No.117/6, 2nd Street Rajiv Nagar,
   Kovilpatti Taluk and Post,
   Thoothukudi District - 501.

4. Kavitha
   W/o. V. Seenivasan,
   No.250-C1, Tank Street,
   Tiruchengodu Road,
   Namakkal – 001.

5. Varshini
D/o. V. Seenivasan,
No.250-C1, Tank Street,
Tiruchengodu Road,
Namakkal - 001.

..Respondent(s)

PRAYER Civil Revision Petition filed under Article 227 of Constitution of India, praying to set aside the adjudication passed in OS No.215 of 2025 on 11.02.2026 by the learned Additional District Judge, Hosur.

For Petitioner(s):	MR.V.Ramamurthy
For Respondent(s):	MR. K.Govi Ganesan FOR R3 MR.A.ILANGOVAN FOR R1 & R2 MR.K.R.SAMRATT FOR R4 AND R5

ORDER

Challenging the order passed by the Additional District Judge, Hosur, in O.S.No.215 of 2025 dated 11.02.2026; receiving the written statement filed by the third defendant, who is the mother of the plaintiff, beyond the statutory period and without any application seeking condonation of delay, the plaintiff has preferred the present revision. According to the revision petitioner, the written statement was received in violation of the procedure contemplated under Order VIII Rule 1 CPC, as the same was filed beyond 205 days, though the statutory period prescribed is 90 days. It is further contended that the Trial Court failed to consider the compromise already entered into between the plaintiff and defendants 4 and 5, as evidenced by the Memorandum of

Understanding, and erroneously received the written statement. Aggrieved thereby, the present revision has been filed.

2. When the matter was taken up, all counsel are present. The revision petitioner/plaintiff and the fourth defendant are also present before this Court.

3. The facts reveals that the suit in O.S. No.215 of 2025 was originally filed by the revision petitioner/plaintiff against five defendants seeking declaration and other consequential reliefs. It is the case of the plaintiff that his brother, Srinivasan, who was carrying on business, suffered losses and subsequently died. During his lifetime, he had availed loans from Repco Bank / defendants 1 and 2. After his brother's demise, the plaintiff claims to have discharged the loan liability by borrowing funds and settling the dues pursuant to Arbitration Claim No.338 of 2024. Alleging interference by the other legal heirs, the suit came to be filed.

4. Pending suit, the plaintiff entered into a joint compromise memo with the defendants 4 and 5, who are the wife and daughter of the deceased Srinivasan. Though the third defendant had remained ex parte, a Memorandum of Understanding dated 24.06.2025 was entered into among the plaintiff and the defendants 4 and 5 containing terms of settlement. As per the arrangement, the

plaintiff agreed to pay a sum of Rs.2.75 crores to defendants 4 and 5, out of which a sum of Rs.25 lakhs has already been paid towards, among other things, educational expenses of the fourth defendant.

5. It is further submitted that, as per the terms of settlement, the parties had also agreed to redeem the jewels. The plaintiff approached the Bank for return of the title documents in terms of the settlement; however, certain objections were raised, which necessitated intervention by this Court. It is also brought to the notice of this Court that though the third defendant/mother has now entered appearance by filing a written statement belatedly, the property standing in her name had also been mortgaged with the Bank, and the loan availed by late Srinivasan, amounting to about Rs.4 crores, has already been discharged by the plaintiff. The Bank has expressed no objection to return all the original title deeds, including the documents standing in the name of the third defendant/mother, but seeks appropriate orders from this Court to avoid future complications.

6. As per the Memorandum of Understanding, the terms of settlement have now been clearly arrived at between the parties. Today, defendants 1 and 2 have also filed a memo before this Court, and the plaintiff has filed a memo undertaking that upon receipt of the documents from the Bank, he would negotiate either to sell or mortgage the property to mobilize funds and pay a

sum of Rs.2.75 crores within a period of three months to defendants 3, 4 and 5 in terms of the settlement. It is further agreed that the plaintiff shall redeem and hand over 80 sovereigns of jewels to defendants 3 and 4 within the same period.

7. Accordingly, defendants 1 and 2/Bank are directed to hand over the original title deeds, including those standing in the name of Srinivasan, to the plaintiff within a period of one week from the date of this order. The plaintiff is permitted to sell or mortgage the property for mobilizing funds and is granted three months' time to pay the agreed settlement amount of Rs.2.75 crores to the defendants 3, 4 and 5.

8. Considering the submission that the 5th defendant is pursuing her second year M.B.B.S. course and is in need of funds for educational expenses due in June-2026, the plaintiff is directed to pay a sum of Rs.25 lakhs out of the said settlement amount due 2.75 cores to the defendants 3 and 4 forthwith towards immediate requirements. The plaintiff is further directed to redeem the 80 sovereigns of jewels and hand over the same within a period of three months. The Bank shall facilitate release of the documents within two weeks, and upon receipt thereof, the plaintiff shall take steps in accordance with the settlement terms.

T.V.THAMILSELVI, J.

mpa

9. For reporting compliance, the matter is directed to be posted on 09.09.2026. Accordingly, this Civil Revision petition is disposed of. No costs.

24-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

MPA
To
1. The Additional District Judge, Hosur.
2. Branch Manager
REPCO Bank,
Denkani Kottai Road,
Hosur,
Krishnagiri District-635 109.
3. General Manager (Recovery)
REPCO Bank,
REPCO Tower,
NO.33,
North Usman Road,
T.Nagar,
Chennai - 017.
4. The Section Officer, VR section,
High Court of Madras.

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