



WEB COPY

CRP No. 2929 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-04-2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

CRP No. 2929 of 2022

and

C.M.P.No.15890 of 2022

M.Settu

..Petitioner(s)

Vs

S.Balaraman

..Respondent(s)

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India, praying to set aside the Fair and decretal order dated 08.03.2022 passed in IA.No. 1 of 2021 in OS.No. 6609 of 2021 on the file of the XXIV Assistant City Civil Court at Chennai dismissing the petition filed by the petitioner/defendant herein by the Learned XXIV-Asst. Judge, Chennai.

For Petitioner(s): Mr.P.Thiagarajan

For Respondent(s): Served – No appearance

ORDER

This Civil Revision Petition has been filed to set aside the Fair and decretal order dated 08.03.2022 passed in IA.No. 1 of 2021 in OS.No. 6609 of 2021 on the file of the XXIV Assistant City Civil Court at Chennai, dismissing



the petition filed by the petitioner/defendant herein by the Learned XXIV-Asst. Judge, Chennai.

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2. Heard Mr.P.Thiagarajan, learned counsel for the petitioner.

3. The revision has been filed, challenging the order of dismissal of an application for leave to defend the suit, which had been filed by the respondent for recovery of money under Order XXXVII of the Code of Civil Procedure.

4. Notice on the respondent was attempted to be served, and the Bailiff had made an endorsement in the summons that the respondent had refused to receive the notice when such notice was attempted to be served on him on 31.12.2025. His name was directed to be shown in the cause list and, when the matter is taken up today, there is no representation on his side. He was called absent and set *ex parte*.

5. A suit for recovery of money based on a promissory note had been instituted by the respondent against the petitioner under Order XXXVII of C.P.C. An application, seeking leave to defend the suit had been filed, primarily contending that the suit promissory note had not been executed in favour of the respondent and that the petitioner had only executed a promissory note in favour of one Subramaniam, who has also admitted to have introduced the petitioner to



the respondent in the plaint. It is also the further case of the petitioner that he had repaid the loan to the said third party.

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6. The respondent had resisted the said application and the Court below, finding that there were no triable issues, had rejected the application. The Court had come to the conclusion that the petitioner had not denied his signature in the suit promissory note and therefore, the burden was upon him to prove that under the suit promissory note there was no consideration passed. No evidence had been placed by the petitioner to show that he had made repayment under the suit promissory note.

7. When contentious issues have been raised in an application seeking leave to defend, the same ought not to have been summarily decided on the interlocutory application, and the Court ought to have imposed conditions, while granting leave. Only during trial, the petitioner could have lead in evidence to substantiate his claim in the leave to defend. This Court, *prima facie*, is of the view that the petitioner had made out a substantial case for granting of leave. However, this Court is also of the view that the petitioner could be put on terms to deposit 50% of the value of the suit promissory note.

8. Accordingly, the revision petition stands allowed on condition that the petitioner deposits a sum of Rs.50,000/- (Rupees Fifty Thousand only) to the



credit of the suit in OS.No. 6609 of 2021. As a sequel, the order made in I.A.No.1 of 2021 stands set aside and the application stands allowed. No costs.

Consequently, connected miscellaneous petition is closed.

08-04-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

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To

The XXIV Assistant City Civil Court,
Chennai.



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K.KUMARESH BABU, J.

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