



THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment reserved on : 17.02.2026

Judgment pronounced on : 27.02.2026

CORAM

THE HON'BLE MR. JUSTICE P.B.BALAJI

CRP.No.5155 of 2025
& CMP.No.25997 of 2025

N.Dhanalakshmi

.. Petitioner

Vs.

1.Anbarasan
K.Shanmugham (Deceased)
2.Kumar
3.Sekar
4.Ravi
5.Sudhakar
6.Menaka
7.Kalavathi
8.Kanchana

.. Respondents

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order dated 16.09.2025 passed by the learned Sub-Judge, Tiruvottiyur in E.A.No.3 of 2025 in E.P.No.107 of 2024 by directing the Executing Court to dispose of the claim petition filed under Order XXI Rule 58 of CPC in the manner provided under law.



For Petitioner : Mr.R.Manickavel

For Respondents : Mr.R.Munusamy for R1
RR2 to 8 left

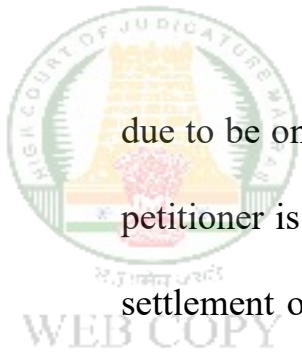
ORDER

The petitioner is a purchaser *pendente lite*, who challenges an order of the executing Court, dismissing the application filed under Order XXI Rule 58 of CPC.

2.I have heard Mr.R.Manickavel, learned counsel for the revision petitioner and Mr.R.Munusamy, learned counsel for the contesting 1st respondent/decree holder.

3.Mr.R.Manickavel, learned counsel appearing for the revision petitioner would state that the petitioner had purchased the property, after an order of attachment came to be passed in the execution proceedings and knowing the implications of such purchase, the petitioner had bonafide agreed to settle the decree amount. In fact, Mr.R.Manickavel, learned counsel would also state that there was an earlier application filed by the petitioner to implead herself as one of the parties in the execution petition, besides also seeking permission to settle the decree amount.

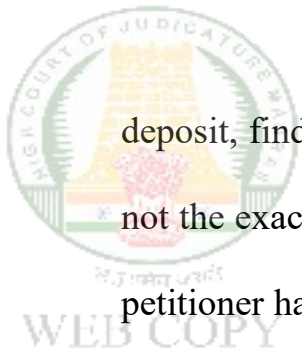
4.According to the learned counsel for the petitioner, the 1st respondent is not entitled to claim interest at the rate of 24% per annum throughout. The learned counsel for the petitioner has given a calculation memo, wherein he has arrived at the amount



due to be only Rs.4,97,504/-. He would further state that in order to purchase peace, the petitioner is willing to pay, over and above, the actual amount due, by making one time settlement of Rs.7.5 lakhs. The learned counsel for the petitioner would therefore state that the petitioner was entitled to raise his objections to the attachment, by invoking Order XXI Rule 58 of CPC and the Court below erroneously rejected the application by order dated 16.09.2025.

5.Per contra, Mr.R.Munusamy, learned counsel appearing for the contesting 1st respondent would state that unilaterally claiming that the petitioner was due and payable only Rs.4,89,355/-, he had challenged the dismissal of her applications to implead herself in the EP and for permission to deposit the decree debt and this Court, by order dated 24.01.2025, even at the stage of admission, before ordering notice to the 1st respondent, had allowed the CRPs and permitted the petitioner to deposit the entire amount to the credit of the EP, within a period of four weeks. Consequent to which, the EP was directed to be terminated and the order of attachment was also directed to be raised.

6.However, the learned counsel for the 1st respondent would contend that review applications were filed in Rev.Appl.Nos.124 and 125 of 2025 and by order dated 01.07.2025, this Court reviewed the earlier order dated 24.01.2025 and directed the auction purchaser to deposit the entire amount, including interest, as on the date of



deposit, finding that the amount claimed to be the amount payable by the petitioner was not the exact amount claimed in the EP. Thereafter, the executing Court, finding that the petitioner has not complied with the directions in the review applications, by order dated 16.09.2025, which is impugned in the present revision petition, held that the application under XXI Rule 58 of CPC is not maintainable and the order passed by this Court in the review applications has not been complied with and the auction sale process was directed to be continued by the executing Court.

7. It is therefore the submission of the learned counsel for the 1st respondent that having agreed to step into the shoes of the judgment debtor and clear the decretal amount in entirety, it was not open to the petitioner to even invoke Order XXI Rule 58 of CPC and object to the order of attachment. It is his further submission that the defendant had submitted to a decree and had agreed to pay the amounts due to the 1st respondent, within a particular period of time and in default, had undertaken to pay the principal amount, together with interest at 24% per annum. He would therefore state that in the light of the compromise decree, it was not open to the successor in interest to claim that he is not obliged to pay 24% interest per month, after the date of the decree, in terms of the provisions of the CPC. The learned counsel for the 1st respondent would therefore pray for dismissal of the revision.



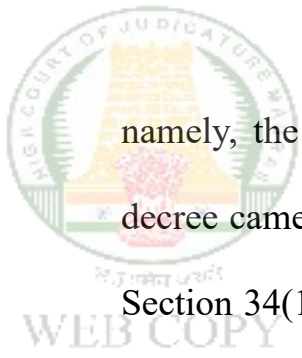
8.I have carefully considered the submissions advanced by the learned counsel for the parties.

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9.Firstly, as rightly contented by Mr.R.Munusamy, learned counsel for the 1st respondent, having voluntarily come forward to settle the decree amount, it was not thereafter open to the petitioner to invoke the provisions of Order XXI Rule 58 of CPC and raise an objection to the order of attachment made. In fact, as already found and discussed herein above, the petitioner purchased the property, only after the order of attachment was made and therefore, the petitioner cannot claim to even be bonafide a purchaser for value.

10.The petitioner's case is, in fact, worse of since he has gone on record stating that he is willing to settle the decree amount. However, the petitioner wanted the Court to accept his calculation, by calculating the interest, after the decree at 6% per annum, applying Section 34(1) of CPC. The said contentions of the petitioner was rejected by this Court in CRP.Nos.157 & 158 of 2025, while reviewing the original order passed in the revisions. Thus, it was not open to the petitioner to contend that he will pay interest only at 6% per annum and not as per the decree.

11.In fact, as rightly contented by the learned counsel for the 1st respondent, the decree itself was a consent decree and the predecessor in interest of the petitioner,



namely, the judgment debtor had agreed to the default clause, based upon which the decree came to be passed. Therefore, it is now not open to the petitioner to fall back on Section 34(1) of CPC and contend that post decree he is liable to pay only 6% interest.

In view of the above, I do not find any infirmity in the order passed by the executing Court, rejecting the application under Order XXI Rule 58 of CPC.

12. At that juncture, Mr. R. Manickavel, learned counsel for the revision petitioner stated that the petitioner would be willing to pay a lumpsum of Rs. 15 lakhs in full quits, within a period of three months. Mr. R. Munusamy, learned counsel for the 1st respondent fairly agreed to the said offer mooted by the learned counsel for the petitioner. In the light of the above, the Civil Revision Petition is disposed of, in the manner following:

(I) The order dated 16.09.2025 in E.A.No.3 of 2025 in E.P.No.107 of 2024 passed by the learned Sub-Judge, Tiruvottiyur, is confirmed.

(ii) In the event of the petitioner paying the 1st respondent a sum of Rs. 15 lakhs, within the period of three months, from today, the 1st respondent shall record full satisfaction of the decree and E.P.No.107 of 2024 shall stand terminated.

(iii) If the petitioner commits any default in payment of Rs. 15 lakhs, on or before the stipulated date, then the 1st respondent shall be at liberty to proceed with the execution petition and bring the property of the petitioner for sale, in order to recover the amount due and payable under the decree, dehors the concession shown for the purposes of an amicable settlement.



(iv) There shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

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27.02.2026

Neutral Citation Case : Yes / No

Speaking / Non-speaking order

Index : Yes/No

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To

The Sub-Judge, Tiruvottiyur.



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P.B.BALAJI.J,

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Pre-delivery order made in
CRP.No.5155 of 2025
& CMP.No.25997 of 2025

27.02.2026