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CRP.No.6195 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:29.01.2026

Pronounced on: 06.02.2026

CORAM

**THE HONOURABLE MR.JUSTICE P.B.BALAJI**

**CRP. No.6195 of 2025  
and CMP. No.30553 of 2025**

The Purasawalkam Permanent Fund Limited,  
Having Office at  
“Appandurai Buildings”,  
No.173, Vellala Street,  
Purasawalkam, Chennai – 600 084.

Petitioner(s)

Vs

M.Dharumarajan (Died)  
1.D.Karthikeyan  
2.Umarani Eniya Sivam  
3.D.Ravikumar  
4.Sridevi Kingston.

Respondent(s)

**PRAYER:** This Civil Revision Petition is filed under Section 115 of the Civil Procedure Code, to set aside the order and Decree dated 20.11.2025 in I.A. No.3 of 2025 in O.S. No.4043 of 2002 on the file of the III Assistant City Civil Court at Chennai and allow the revision.

For Petitioner : Mr.Mr.Arumugam  
for Mr.R.Selvakumar

For Respondents : Mr.W.M.Abdul Majeed

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**ORDER**



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The petitioner, the Purasawalkam Permanent Fund Limited, aggrieved by the extension of time granted to the respondents in I.A. No.3 of 2025 in O.S. No.4043 of 2002, has come up by way of this Civil Revision Petition.

2. I have heard Mr.Arumugam, for Mr.Selvakumar, learned counsel for the petitioner and Mr.Abdul Majeed, learned counsel for the respondents.

3. Mr.Arumugam, learned counsel for the petitioner would state that the Trial Court had no jurisdiction to entertain the application for extension of time, in view of the fact that the Appeal Suit in A.S. No.801 of 2008 had been decided by this Court, which fixed the time for payment of the money for redemption of the property, on 04.03.2025, modifying the original judgment and decree passed by the Trial Court. It is therefore, his contention that the petitioner ought to have approached this Court and not the Trial Court for any extension in the first place.

4. Without prejudice to the said preliminary objection, Mr.Arumugam, learned counsel would further contend that Section 148



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of the Code of Civil Procedure, 1908 ( in short 'CPC'), dealing with enlargement of time, provides for a maximum period of 30 days and however, in the present case, the Trial Court has granted time beyond what is permissible under Section 148 CPC. The learned counsel would therefore state that the Trial Court fell in error in granting extension to the respondents. The learned counsel therefore prays for the revision being allowed.

5. Per contra, Mr.Abdul Majeed, learned counsel for the respondents, would contend that the Trial Court did not commit any error in firstly entertaining the application and secondly, by granting extension. His answer to the submissions of Mr.Arumugam, learned counsel for the petitioner is that the petitioner is entitled to approach the Court which passed the decree, seeking extension and therefore, it was not necessary for the petitioner to approach this Court which had only modified the original judgment and decree of the Trial Court. Insofar as the rigor of Section 148 CPC, Mr.Abdul Majeed, learned counsel would contend that being a mortgage suit, Section 148 CPC will not apply and Order 34 CPC alone would apply, which does not fix any cap, as in the case of Section 148 CPC. He would therefore state that the petitioner was entitled to



extension of time and the Trial Court has rightly exercised discretion by allowing the application and the same does not warrant interference in revision. In support of his contentions, the learned counsel for the respondent has relied on the following decisions:

(i) *Soli Pestonji Majoo and Ors Vs. Gangadhar Khomka*, reported in *AIR 1969 SC 600*;

(ii) *K.Kalpana Saraswathi Vs. P.S.S.Somasundaram Chettiar*, reported in *AIR 1980 SC 512*; and

(iii) *Ramankutty Vs. Avara*, reported in *AIR 1994 SC 1699*.

6. I have carefully considered the submissions advanced by the learned counsel on either side.

7. In order to appreciate the legal submissions that have been canvassed in the revision, it would be appropriate to extract Section 148 CPC as well as Order 34, Rule 7 CPC.

***148. Enlargement of time .-***

*Where any period is fixed or granted by the Court for the doing of any act prescribed or allowed by this Code, the Court may, in its discretion, from time to time, enlarge such period, [not exceeding thirty days in total,] [Substituted by the Code of Civil Procedure (Amendment) Act, 1976, Section 49, for certain words (w.e.f. 1.2.1977). ] even though the period originally fixed or granted may have expired.*



**Order XXXIV Rule. 7. Preliminary decree in redemption suit.—**

*(1) In a suit for redemption, if the plaintiff succeeds, the Court shall pass a preliminary decree—*

*(a) ordering that an account be taken of what was due to the defendant at the date of such decree for—*

*(i) principal and interest on the mortgage,*

*(ii) the costs of suit, if any, awarded to him, and (iii) other costs, charges and expenses properly incurred by him up to that date, in respect of mortgage-security, together with interest thereon; or*

*(b) declaring the amount so due at that date; and*

*(c) directing— (i) that, if the plaintiff pays into Court the amount so found or declared due on or before such date as the Court may fix within six months from the date on which the Court confirms and countersigns the account taken under clause (a), or from the date on which such amount is declared in Court under clause (b), as the case may be, and thereafter pays such amount as may be adjudged due in respect of subsequent costs, charges and expenses as provided in rule 10, together with subsequent interest on such sums respectively as provided in rule 11, the defendant shall deliver up to the plaintiff, or to such person as the plaintiff appoints, all documents in his possession or power relating to the mortgaged property, and shall, if so required, retransfer the property to the plaintiff at his cost free from the mortgage and from all encumbrances created by the defendant or any person claiming under him where the defendant claims by derived title, by those under whom the claims, and shall also, if necessary put the plaintiff in possession of the property; and*

*(ii) that, if payment of the amount found or declared due under or by the preliminary decree is not made on or before the date so fixed, or the plaintiff fails to pay, within such time as the Court may fix, the amount adjudged due in respect of subsequent costs, charges, expenses and interest, the defendant shall be entitled to apply for a final decree—*

*(a) in the case of a mortgage other than a usufructuary mortgage, a mortgage by conditional sale, or an anomalous mortgage the terms of which provide for foreclosure only and not for sale, that the mortgage property, be sold, or*

*(b) in the case of a mortgage by conditional sale or such an anomalous mortgage as aforesaid, that the plaintiff be debarred from all right to redeem the property.*

*(2) The Court may, on good cause shown and upon terms to be fixed by the Court, from time to time, at any time before the passing of a final decree for foreclosure or sale, as the case may be, extend the time fixed*



*for the payment of the amount found or declared due under sub-rule (1)  
or of the amount adjudged due in respect of subsequent costs, charges,  
expenses and interest*

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8. No doubt, Section 148 CPC, states that an application for extension of time can be made even beyond the expiry of the time fixed by this Court, however, any extensions cannot be beyond a period of 30 days, in total. Section 148 CPC deals with the general power of the Court to enlarge time, where any period is fixed by the Court for doing any act, prescribed or allowed by the CPC. However Order XXXIV CPC, specifically deals with suits relating to mortgages of immovable property. Order XXXIV CPC is a complete Code by itself and special provisions are incorporated in Order XXXIV CPC, which also deals with situations like these viz., extension of time. In such circumstances, it would neither be proper, nor necessary for the Court to fall back on the general power to extend time under Section 148 CPC.

9. In the light of the above, there is no infirmity in the order of the Court to have exercised discretion to condone delay beyond the period of 30 days, as the Court was not bound by Section 148 CPC, but only by the provisions of the Order XXXIV CPC. In fact, as seen from the extract of Order XXXIV, Rule 7(2) CPC, the Court, on good cause being shown and upon terms to be fixed by the Court, at any time before passing the final



decree, either for foreclosure or sale, is empowered to extend the time fixed for payment of the amount found or declared due. Unlike Section 148 CPC, the power of the Court is not circumscribed by any period of time. Thus the argument of Mr.Arumugam, learned counsel that Section 148 CPC would alone apply cannot be countenanced. Therefore the exercise of discretion to condone the delay cannot be found fault with, especially the Trial Court having also given satisfactory reasons for granting time to the respondents to pay the amount.

10. With regard to the contention of the learned counsel Mr.Arumugam that the Trial Court did not have jurisdiction to entertain the application, I am unable to see any merit in this line of argument for the simple reason that the original judgment and decree was passed by the Trial Court and it was only modified in appeal by this Court, Section 37 of CPC defines a “Court which passed a decree” to mean that it would be the Court of the first instance. The Trial Court did not cease to have jurisdiction and continues to have complete control of the suit until the final decree is passed. Therefore, there is no error committed by the respondents in approaching the Trial Court, seeking extension of time.



11. In *K.Kalpana Saraswathi's* case (referred herein supra), the

Hon'ble Supreme Court held that when a preliminary decree is passed, a suit would continue and be under the control of the Court until appropriate motion was made by either party for passing a final decree and the plaintiff moving the Court by Interlocutory Application for giving credit to the amount paid to the Bank was certainly maintainable and the Trial Court had the power to extend the time for deposit.

12. Applying the above ratio also, I do not find any infirmity in the order of the Trial Court extending time for payment. No doubt, it is the contention of the learned counsel for the petitioner that the amount which has been arrived at and sought to be deposited is far less than the amount actually given by the petitioner fund. These issues can always be gone into by the Trial Court and merely because the petitioner has been granted extension of time to deposit a particular sum of money, it does not foreclose the right of the petitioner to agitate its claim that further monies are due and payable by the respondent. It is also noticed that pending this revision, the petitioner was directed to receive any tender made by the respondents, without prejudice to its rights.



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13. Though the Trial Court had directed the amount to be deposited within a period of five (5) working days, subsequently, some payments has been made by the respondent which has been received, without prejudice by the petitioner. In the light of the above, the Trial Court shall conduct an enquiry, after affording a fair opportunity to both parties and ascertain whether the respondents have paid the entire amount due in terms of the decree as modified in A.S. No.801 of 2008 and if any further amounts are found due and payable by the respondents, the Trial Court shall direct payment of the same, within a reasonable time, before passing any final decree for redemption.

14. In fine, this Civil Revision Petition is dismissed. Consequently, connected Miscellaneous Petition is closed. No costs.

**06.02.2026**

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Neutral Citation Case : Yes

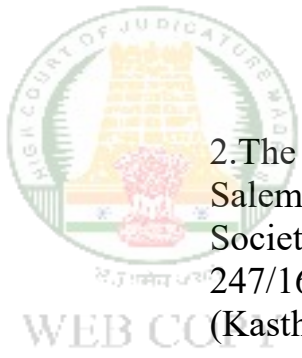
Internet: Yes

Index : Yes

To:

1.The Principal District Judge,  
Salem.

9/11



2.The Special Officer,  
Salem Cooperative Housing  
Society Ltd (S-1329),  
247/165, Cherry Road  
(Kasthuri Nilayam), Salem – 636 001.

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**P.B.BALAJI, J.,**

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**Pre-delivery order in**  
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