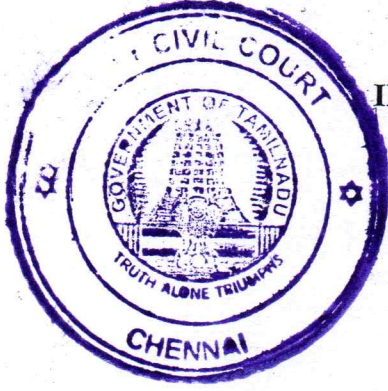


**IN THE VIII ASSISTANT CITY CIVIL COURT AT CHENNAI****Present: Thiru.P.Sundararajan., L.L.M.,****VIII Assistant Judge.****Saturday, the 05th day of April, 2025****OS No.3862 of 2023****CNR.NO.TNCH01-020842-2023**

Mr. Thambiraj
S/o.Late Anthony Dass,
No.2/20, M- Block.
8th Street, Anna Nagar,
Chennai-600 102

...Plaintiff**//Vs//**

1. S.Revathi,
W/o.L.Saravanan
No.19, North Park Street,
Subam Complex,
Chennai – 600 053.

2. L.Saravanan,
S/o.B.Laxmanan,

Both are residing at
No.988, Nathi Kuppam.
Thumberi, Vaniyambadi- 635 754.

...Defendants

This suit came up before me today in the presence of M/s.J.N.Naresh Kumar and S.A.Mohideen Park Counsels for the Plaintiff and of M/s.R.Kaliavani Counsels for the Defendants and leave to defend petition in I.A.No.02 of 2023 filed by the defendants have been dismissed today, Exhibits A1 to Ex.A7 were marked and upon perusal of materials on record, this Court delivered the following:

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JUDGMENT

The plaintiff has filed this suit under Order XXXVII of The Code of Civil Procedure, 1908 for recovery of a sum of Rs.9,18,000/- with subsequent interest at the rate of 18% per annum on the principal amount of Rs.4,00,000/- from the date of plaint till the date of realization, for cost and other relief.

01. BRIEF AVERMENTS OF PLAINT :

(i) The defendants are manufacturing leather goods and for that both of them often visit Periyamedu area to buy leather raw materials. At that time in the year 2016, the plaintiff got to know both of them are husband and wife and have been doing leather business in Periyamedu area for many years and wanted to start a company called Revathi International as they have some shortage of funds so the defendants insisted the plaintiff to invest in their business.

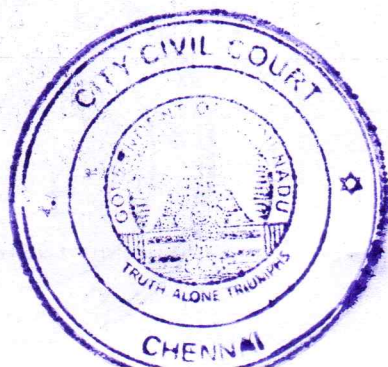
(ii) The defendants had approached and requested him to invest and believing the representations of both the defendants to be true and genuine in good faith and belief as per the defendant's request, the plaintiff invested Rs.2,00,000/- on 04.01.2018, Rs.1,00,000/- on 19.05.2018, Rs.2,00,000/- on 26.10.2018, Rs.2,00,000/- on 12.02.2019 which of totally Rs. 7,00,000/- transfer to the defendants' account bearing no.1211115000007242 namely Rev International in KVB bank. The

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defendants repay the principal amount Rs.2,00,000/- on 23.11.2018 and Rs.1,00,000/- on 18.06.2019 through bank transfer.

(iii) The defendants as per promised to give the gain amount every month Rs.14,000/- per month, for the plaintiff had invested. Further the defendants have also agreed to pay the gain amount on or before the 15th day of the English calendar every month. The defendants gave Rs.14,000/- per month through the bank for exactly 13 months and the defendants stopped giving money after the above said last transaction and when the plaintiff asked for his money, the defendants kept it with them for many reasons.

(iv) The defendants did not pay the above said gain amount as promised. The plaintiff had made several requests to both the defendants to repay the above said gain amount with pending, but without making any payments the defendants gave several false reasons for not making the payments. After several requests the defendants had issued the cheques of each one lakh amount bearing No.000301 dated on 23.07.2021, No.000302, No.000303, No.000304 dated on 16.09.2021 to the tune of Rs.4,00,000/- in favour of him to discharge their liability and further instructed him to present the said cheque on the defendants instructions, but all the above said cheques got bounced back. As per the defendants' instructions, he presented the above said Cheques bearing No.000301 dated 23.07.2021, No.000302, No.000303, No.000304 dated



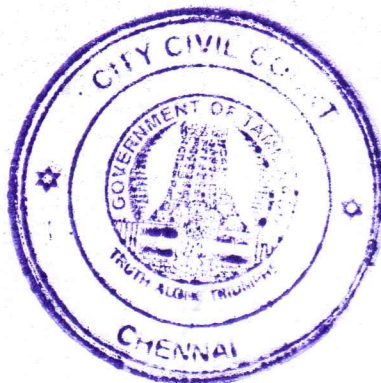
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on 16.09.2021, each to the tune of Rs.1,00,000/- all of drawn on Karur Vysya Bank Limited at Vaniyambadi. The defendants had informed him that sufficient funds were available in their account and on presentation of the above said cheques in their bank at Indian Bank, Kilpauk Branch the same were returned dishonour with the reason payment stopped by the drawer. Further the reason for dishonour was intimated to him by his banker through return Memo dated 23.07.2021 and 04.11.2021.

(v) The defendants have failed to repay neither the principal nor the gain amount for the above said investment amount. The defendants are liable to pay a sum of Rs.4,00,000/- as principal along with the gain amount for 37 months which is Rs.5,18,000/- totally to the tune of Rs.9,18,000/-. No similar suit has been filed by the plaintiff against the defendant for the same cause of action. No relief which does not fall within ambit of order XXXVII Rule 2 has been claimed in this plaint. Hence the plaintiff has come out with this suit.

02. DISCUSSION ON THE CLAIM:

(i) In support of the claim, 7 documents have been marked on the side of plaintiff as Ex.A1 to Ex.A7. Before filing of this suit the plaintiff has issued a legal notice to the defendant on 16.03.2023 and the same has been duly acknowledged by the defendants and the said notice the plaintiff has clearly mentioned that the defendants liable to pay a sum of

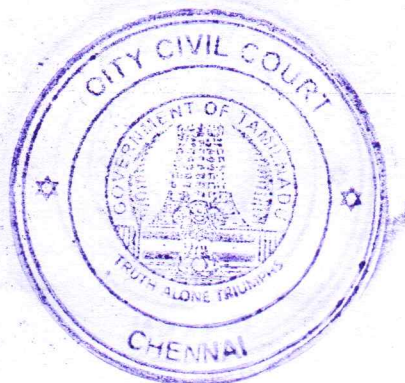


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Rs.4,00,000/- towards principal and a sum of Rs.5,18,000/- which is profit share at the rate of Rs.14,000/- per month for 37 months, in all aggregating a sum of Rs.9,18,000/-. If the defendants really not liable to pay such amount to the plaintiff, they ought to have sent suitable reply for the same and also have taken necessary legal action against the plaintiff however, they have not chosen to invoke any such course and absolutely there is no any explanation on the part of defendants for not sending reply notice or taking any legal action against the plaintiff.

(ii) It is an undisputed fact that the defendants had borrowed a sum of Rs.7,00,000/- from the plaintiff and they have paid a sum of Rs.17,500/- through bank transfer on 22.11.2018, Rs.10,500/- on 08.02.2019, Rs.17,500/- on 12.03.2019, Rs.17,500/- on 15.04.2019, Rs.17,500/- on 14.05.2019, Rs.17,500/- on 18.06.2019, Rs.11,500/- on 15.07.2019, Rs.14,000/- on 13.08.2019, Rs.14,000/- on 10.09.2019, Rs.14,000/- on 11.10.2019, Rs.14,000/- on 11.11.2019, Rs.14,000/- on 09.12.2019, Rs.14,000/- on 13.01.2020. These kinds of periodical transaction itself would clearly go to show that the plaintiff has invested Rs.7,00,000/- in the business run by the defendants and the defendants in turn had been paying the proportionate share of the plaintiff in the profit of their business and now the defendants completely denying the truth.

(iii) The Exhibits which are bank accounts, information from the police authority in respect of the enquiry conducted by the police, legal



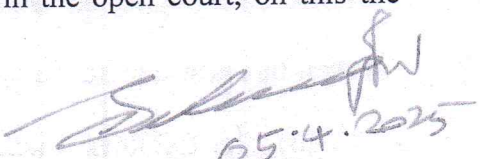
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notice issued by the plaintiff to the defendants, the cheque issued by the defendants in favour of the plaintiff would clearly go to establish that the defendants are liable to pay a sum of Rs. 4,00,000/- towards principal to the plaintiff and a sum of Rs.5,18,000/- towards proportionate share in the profit of their business, in all aggregating a sum of Rs.9,18,000/-. There is no any material evidence on the side of plaintiff showing that there is a contractual binding on the defendants to pay a particular percent of interest hence, this court is inclined to award nominal interest at the rate of 6% per annum alone. Therefore for the foregoing reasons, this court is of the consider view that the plaintiff is entitled for the suit claim amount along with interest at the rate of 6% per annum from the date of plaint till the date of realization in full.

03. CONCLUSION:

In the result, this suit is decreed with cost by directing the defendants to pay a sum of Rs.9,18,000/- to the plaintiff along with interest on the principal at the rate of 6% per annum from the date of plaint till the date of realization in full. Time for payment is two months.

Directly dictated to the steno-typist and directly computerized by her, corrected and pronounced by me in the open court, on this the 05th day of April, 2025.


05.4.2025
VIII Assistant Judge,
City Civil Court, Chennai.



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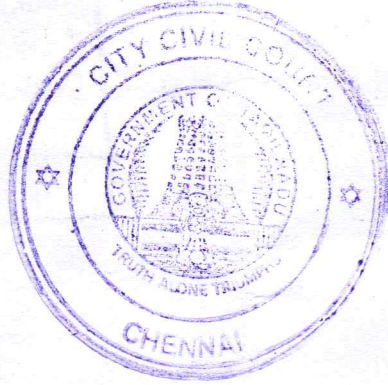
01. PLAINTIFF SIDE WITNESSES: - Nil

02. LIST OF PLAINTIFF SIDE EXHIBITS :

S.No	Date	Particulars of Document
Ex.A1	-	Copy of the bank statement of account on various dates
Ex.A2	-	Online downloaded copy of bank account statement of plaintiff for the period from 04.01.2018 to 29.02.2020 along with certificate under 65(B)
Ex.A3	-	Original cheques 4 Nos. on various dates
Ex.A4	23.07.2021	Original debt advise
Ex.A5	16.03.2023	Office copy of legal notice
Ex.A6	-	Original postal acknowledgment cards 2 Nos.
Ex.A7	22.02.2023	Original Information given by public information officers

03. DEFENDANTS SIDE EXHIBITS AND WITNESSES : Nil

[Signature]
05-4-2025
VIII Assistant Judge,
City Civil Court, Chennai.



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CITY CIVIL COURT, CHENNAI	
O.S. 3862	of 20 23
Application made on 15/04/25	
Stamps Called for on 26/06/25	
Stamps deposited on 26/06/25	
Addl. Stamps Called for on -	
Addl. Stamps deposited on -	
Copy made ready on 08/07/25	
Copy delivered on 08/7/25	
K R 8/7/25	
Convist Superintendent	

7/ J.N. Narash Kumar