



IN THE XXIII ASSISTANT CITY CIVIL COURT AT CHENNAI

Present : Dr. R.M. Subathra, M.L.,Ph.D(Law)

XXIII Assistant Judge,

Thursday, the 23rd day of July, 2026

O.S.No.3994/2024

CNR.No.TNCH01-027345-2024

and

O.S.No.4663/2024

CNR.No.TNCH01-032116-2024

O.S.No.3994/2024

Mr.Sivakumar Subramanyam @
Sivakumar S.Sadhu,
S/o.Mr.S.Subramanyam,
No.59/20, Duraisamy Road,
Vadapalani, Chennai - 600 026.

... Plaintiff

..Vs..

1. Mr.Wesley's Matric Hr.Sec.School,
Rep by its Authorized Signatory,
No.14, Sashthri Nagar. Kolathur,
Chennai – 600 099.
2. Mrs.Sugirtha Wiselet,
Principal, M/s.Wesley's Matric Hr.Sec.School,
No.14, Sashthri Nagar. Kolathur,
Chennai – 600 099.
3. Mrs.Askalina Sherin,
Correspondent,
M/s.Wesley's Matric Hr.Sec.School,
No.50, Spring Vale Garden,
Kavi Kalidass Street,
Poompuhar Nagar, Kolathur,
Chennai - 600 099.

...Defendants



O.S.No. 4663/2024

Mr.Sivakumar Subramanyam @
Sivakumar S.Sadhu,
S/o.Mr.S.Subramanyam,
No.59/20, Duraisamy Road,
Vadapalani, Chennai - 600 026.

... Plaintiff

..Vs..

1. Mr.Wesley's Matric Hr.Sec.School,
Rep by its Authorized Signatory,
No.14, Sashthri Nagar. Kolathur,
Chennai – 600 099.
2. Mrs.Sugirtha Wiselet,
Principal, M/s.Wesley's Matric Hr.Sec.School,
No.14, Sashthri Nagar. Kolathur,
Chennai – 600 099.
3. Mrs.Askalina Sherin,
Correspondent,
M/s.Wesley's Matric Hr.Sec.School,
No.50, Spring Vale Garden,
Kavi Kalidass Street,
Poompuhar Nagar, Kolathur,
Chennai - 600 099.

...Defendants

These suits came up on 10.07.2026 for final hearing before me in the presence of M/s. S.Janarthanan, K.Babu, B.Gandhimathi and M.Bhavani, Counsels for Plaintiff in both suits and M/s. J.Abdul Hadi, S.Selvakumar, K.Anusarala and S.Rajeswari, counsels for the defendants 1 to 3 in both suits and upon hearing arguments of both sides, after perusing all the available records and these suits having stood over for consideration till this day, this court delivered the following;



COMMON JUDGMENT

These suits have been filed under Order VII Rule 1 of CPC, to direct the defendants to pay the plaintiff a sum of Rs.3,91,767/- in each suit together with future interest at 18% p.a., from the date of filing of the plaint till date of realization and for costs.

2. The facts in brief as stated in the plaint are as follows in OS No.3994/2024:

The first defendant is a Private School, and the second defendant is the Principal of the School. The third defendant is the daughter of the second defendant and also the Correspondent of the School. During October 2019, the plaintiff met the second defendant to develop online classes in their school and the second defendant also requested to develop a robotic lab at their School and the plaintiff also agreed for the same and spent for the Technical development and had appointed Engineering Professionals for taking classes through online mode.

2.2. The second defendant had informed the plaintiff that the strength of the school was 400 students an income of the school was Rs.1.60,00,00,000s per year accordingly, the plaintiff had agreed to the same and the plaintiff from the second defendant entered into an agreement on 20.03.2020. The second defendant entered into the agreement as the correspondent of the first defendant. The second defendant requested to arrange the financial assistance from the financial institution to develop all the new infrastructure for the school and to manage the urgent financial commitments of the school and that she would repay the loan amount along with interest which had been spent for the development as a plaintiff could not arrange for the funds from the financial institution. The plaintiff had himself given Rs.32,71,071/- to the second defendant from February 2020 to June 2020 for the development and the second defendant had received the amount and had committed to repay the same amount within three months with interest.

2.3. Thereafter, the defendant did not return the borrowed money and despite repeated reminders made by the Way to make payment. Finally, the defendant give 12



numbers of cheque total Rs.23,52,500/- on different dates from 15.07.2021 to 15.12.2021 towards part payment.

2.4. Out of 12 cheques, the plaintiff had deposited two cheques (i.e.,) one for Rs.2,32,517/- dated 15.07.2021 bearing cheque number 459403 and the other for Rs.1,59,250/- dated 15.07.2021 bearing cheque number 459409, drawn on Indian Bank, Kolathur branch and the same was deposited on 02.08.2021 at HDFC Bank Ltd., Saligramam branch, and the same was returned as unpaid on 03.08.2021 with reason “In sufficient funds”.

2.5. Thereafter the plaintiff had lodged a police complaint for cheating. The police registered the same in Madhavaram Police in crime number 558/2022 against the second defendant. The second defendant approached with the Honourable High Court for Anticipatory bail and the petition was dismissed. The plaintiff had filed a petition before the Honourable High Court for filing of final report, but with the influence of the defendants, the final report has not been yet. The 3rd defendant had also filed a suit in OS No. 4139/2022, which was also dismissed. The third defendant is the correspondent of the first defendant school and all the cheques were given from the first defendant school account and thus the 3rd defendant is also repayment for the outstanding amount. Therefore, on 09.07.2024, the plaintiff had issued a legal notice for payment of dishonored two cheques amounting to Rs.3,91,767/- along with interest, at 18% p.a. The defendants received the notice but the defendants did not reply. Hence the suit has been filed for recovery of money.

3.The brief facts as stated in the written statement filed by the defendants is as follows in OS No.3994/2024:

The second defendant and her husband, Mr John Wesley, are conducting the school Wesley’s Matriculation Higher Secondary School from 1998 without any blemish. Another branch was started on Pallavaram during April 2019. The second defendant’s husband was managing the external affairs and other management of the school and the second defendant was the principal of school.



3.2. The plaintiff on the ground of helping to develop the school and students by introducing robotics subject and knowledge approached the defendants with attractive offers and persuaded to allow him to conduct classes in the premises. The defendants entered into a contract agreement on 20.03.2020 on terms and conditions to share profit on enrolment income basis. Subsequently his attitude changed and he was not able to enroll other student apart from the school students. On the other hand, Corona pandemic started, and there was no classes conducted as per the government direction and taking advantage of the defendants innocence, the plaintiff started giving trouble to the defendant and with intention to take over the school intimidated the defendant with rowdy and influential person to add the plaintiff as partner/trustee in the school trust so that he can later fully take over the school. The plaintiff had lodged malafide complaint before Madhavaram Police Station. The defendants also gave their explanation before the police. The plaintiff falsely alleged as if the defendant has failed to repay the amount. It was breach of the terms of the contract and failed his promise. He misled and cheated the defendants in order to gain access to the school.

3.3. The cheques mentioned in the plaint are not issued to the plaintiff, but they were kept in the school office. The plaintiff had access to the office during corona period the plaintiff material by altered and fabricated the cheques and filed the suit. The plaintiff also instituted various other cases, including complaint cases one after the other to takeover the property of the trust. Previously the plaintiff in his cheque bounce case CC No.3874/2023 filed against the second defendant alone in her private capacity and now had filed the suit arrays the trust as 1st defendant, which shows the incharge pleadings and makes the suit not maintainable.

3.4. The 3rd defendant is not a necessary party to suit as she did not issue any cheque or admitted the liability of the trust. The 3rd defendant was not at all the correspondent during the year 2021 or earlier. She became the Correspondent only is 2023. The allegation that the second defendant represented herself as correspondent



in the place of the third defendant for the transaction is false. The plaintiff tried to threaten the second defendant by disturbing her day-to-day activities and peaceful life. Hence she had filed a suit in OS NO.4932/2022, and only after the plaintiff ceased his illegal invasions.

3.5. The suit is barred by limitation and the cheque is not supported by any valid instrument, admitting the liability. The defendants do not owe any amount to the plaintiff. The plaintiff has not made it as to what happened to the contract as alleged in the agreement dated 20.03.2020, which shows the breach of contract from the defendant. Hence the suit is to be dismissed.

4. The facts in brief as stated in the plaint are as follows in OS No.4663/2024:

The first defendant is a Private School, and the second defendant is the Principal of the School. The third defendant is the daughter of the second defendant and also the Correspondent of the School. During October 2019, the plaintiff met the second defendant to develop online classes in their school and the second defendant also requested to develop a robotic lab at their School and the plaintiff also agreed for the same and spent for the Technical development and had appointed Engineering Professionals for taking classes through online mode.

4.2. The second defendant had informed the plaintiff that the strength of the school was 400 students an income of the school was Rs.1.60,00,00,000s per year accordingly, the plaintiff had agreed to the same and the plaintiff from the second defendant entered into an agreement on 20.03.2020. The second defendant entered into the agreement as the correspondent of the first defendant. The second defendant requested to arrange the financial assistance from the financial institution to develop all the new infrastructure for the school and to manage the urgent financial commitments of the school and that she would repay the loan amount along with interest which had been spent for the development as a plaintiff could not arrange for the funds from the financial institution. The plaintiff had himself given



Rs.32,71,071/- to the second defendant from February 2020 to June 2020 for the development and the second defendant had received the amount and had committed to repay the same amount within three months with interest.

4.3. Thereafter, the defendant did not return the borrowed money and despite repeated reminders made by the way to make payment. Finally, the defendant give 12 numbers of cheque total Rs.23,52,500/- on different dates from 15.07.2021 to 15.12.2021 towards part payment.

4.4. Out of 12 cheques, the plaintiff had deposited two cheques (i.e.,) one for Rs.2,32,517/- dated 15.08.2021 bearing cheque number 459404 and the other for Rs.1,59,250/- dated 15.08.2021 bearing cheque number 459410, drawn on Indian Bank, Kolathur branch and the same was deposited on 11.10.2021 at HDFC Bank Ltd., Anna Nagar branch, and the same was returned as unpaid on 12.10.2021 with reason "In sufficient funds".

4.5. Thereafter the plaintiff had lodged a police complaint for cheating. The police registered the same in Madhavaram Police in crime number 558/2022 against the second defendant. The second defendant approached the Honourable High Court for Anticipatory bail and the petition was dismissed. The plaintiff had filed a petition before the Honourable High Court for filing of final report, but with the influence of the defendants, the final report has not been yet. The third defendant had also filed a suit in OS No. 4139/2022, which was also dismissed. The third defendant is the correspondent of the first defendant school and all the cheques were given from the first defendant school account and thus the third defendant is also repayment for the outstanding amount. Therefore, on 08.08.2024, the plaintiff had issued a legal notice for payment of dishonored two cheques amounting to Rs.3,91,767/- along with interest, at 18% p.a. The defendants received the notice but the defendants did not reply. Hence the suit has been filed for recovery of money.



5.The brief facts as stated in the written statement filed by the defendants is as follows in OS No.4663/2024:

The second defendant and her husband, Mr John Wesley, are conducting the school Wesley's Matriculation Higher Secondary School from 1998 without any blemish. Another branch was started on Pallavaram during April 2019. The second defendant's husband was managing the external affairs and other management of the school and the second defendant was the principal of school.

5.2. The plaintiff on the ground of helping to develop the school and students by introducing robotics subject and knowledge approached the defendants with attractive offers and persuaded to allow him to conduct classes in the premises. The defendants entered into a contract agreement on 20.03.2020 on terms and conditions to share profit on enrollment income basis. Subsequently his attitude changed and he was not able to enroll other student apart from the school students. On the other hand, Corona pandemic started, and there was no classes conducted as per the government direction and taking advantage of the defendants innocence, the plaintiff started giving trouble to the defendant and with intention to take over the school intimidated the defendant with rowdy and influential person to add the plaintiff as partner/trustee in the school trust so that he can later fully take over the school. The plaintiff had lodged malafide complaint before Madhavaram Police Station. The defendants also gave their explanation before the police. The plaintiff falsely alleged as if the defendant has failed to repay the amount. It was breach of the terms of the contract and failed his promise. He misled and cheated the defendants in order to gain access to the school.

5.3. The cheques mentioned in the plaint are not issued to the plaintiff, but they were kept in the school office. The plaintiff had access to the office during corona period the plaintiff material by altered and fabricated the cheques and filed the suit. The plaintiff also instituted various other cases, including complaint cases one after the other to takeover the property of the trust. Previously the plaintiff in his



cheque bounce case CC No.3874/2023 filed against the second defendant alone in her private capacity and now had filed the suit arrays the trust as 1st defendant, which shows the incharge pleadings and makes the suit not maintainable.

5.4. The 3rd defendant is not a necessary party to suit as she did not issue any cheque or admitted the liability of the trust. The 3rd defendant was not at all the correspondent during the year 2021 or earlier. She became the Correspondent only in 2023. The allegation that the second defendant represented herself as correspondent in the place of the third defendant for the transaction is false. The plaintiff tried to threaten the second defendant by disturbing her day-to-day activities and peaceful life. Hence she had filed a suit in OS NO.4932/2022, and only after the plaintiff ceased his illegal invasions.

5.5. The suit is barred by limitation and the cheque is not supported by any valid instrument, admitting the liability. The defendants do not owe any amount to the plaintiff. The plaintiff has not made it as to what happened to the contract as alleged in the agreement dated 20.03.2020, which shows the breach of contract from the defendant. Hence the suit is to be dismissed.

6. Framing of Issues:

Based on the pleadings of both parties this court on 14.03.2025 had framed the following issues in OS No.3994/2024:

- 1. Whether the plaintiff is entitled to the relief of recovery of money, as prayed for?*
- 2. Whether the suit is not maintainable before this court?*
- 3. Whether the suit is bad for mis-joinder of defendant No.3 as a party?*
- 4. Whether the suit is barred by limitation?*
- 5. Whether the plaintiff is entitled to any other relief?*

7. Based on the pleadings of both parties this court on 01.04.2025 had framed the following issues in OS No.4663/2024:

- 1. Whether, the plaintiff is entitled to the relief of recovery of money as prayed*



for?

2. Whether the suit is bad for mis-joinder of defendant No.3 as a party?

3. Whether the plaintiff is entitled to any other relief?

8. Joint trial:

On 04.09.2025, the joint trial application was allowed by the court and the plaintiff was directed to mark the documents and the defendant was directed to cross examine in both connected via OS No.4663/2024 and this case in OS No. 3994/2024 and evidence will be recorded in OS No.4663/2024 as the parties in both the suits are same, and that both the suits have been filed for recovery of money based on the cheques.

9. Evidence adduced:

On the side of the plaintiff in OS No.3994/2024 and OS No.4663/2024, the plaintiff was examined as PW1 and Ex.A1 to Ex.A10 were marked. On the side of the defendants, the 2nd defendant Mrs.Sugirtha Wiselet, Principal of the 1st defendant School was examined as DW1 and no document was marked.

10. Arguments:

The counsel for the plaintiff in the written arguments had stated that DW1 during her cross-examination had admitted that after the demise of her husband, she became the principal and correspondent of the first defendant school. She had also admitted that her daughter has been functioning as a correspondent of the school from the year 2023 prior to the institution of the present suit. It was further argued that the suit was filed within the period of limitation as the limitation period expired on 14.07.2024 and that day being a sunday these suits were by valid instituted on 15.07.2024, and hence not hit by limitation by as per the order of the Honourable Supreme Court in Recognizance; for extension of limitation and exclusion of the limitation period from 15.03.2020 to 28.02.2022 and prayed for decree.

10.2. It is stated in the common written arguments filed by the defendant that the cheques were not issued to the plaintiff and they were kept in the office and the



plaintiff who had access to office had material by altered and fabricated and had filed the suit. It is further stated that Exhibit A3 is just a print out containing the list of details without any admission or acknowledgement of the defendant and the very execution of the document has been denied by the defendant. It is further stated that the court has no territorial jurisdiction to entertain the suit and hence prayed for dismissal of the suit.

11. Discussion :

11(a) Answer to Issue No.3 in OS 3994/2024 and Issue No.2 in OS 4663/2024:

Both issues would analyze whether the third defendant was necessary, and the suit is bad for nonjoinder of the third defendant as a party.

11.2. It is the case of the plaintiff in both the suits that the second defendant had requested the plaintiff to arrange for financial assistance to develop the school with a promise that the second defendant would repay the loan amount along with interest within a period of three months and based on this promise, the plaintiff had advanced a loan of Rs.32,71,071/- to the second defendant from February 2020 to June 2020 on the promise that she would repay the amount within a period of three months along with interest.

11.3. After repeated reminders to repay the amount, the second defendant had issued 12 number of cheques totalling a sum of Rs.23,52,500/- on different dates to the plaintiff towards part payment of the loan amount and the cheques bearing number 459404, dated 15.08.2021 (ii) cheque for a sum of Rs.2,32,517/-, cheque bearing number 459403, dated 15.07.2021 (iii) cheque bearing 459409, dated 15.07.2021 for a sum of Rs.1,59,250/-, (iv) cheque bearing number 459410 dated 15.08.2021 for sum of Rs.1,59,250/-. The cheques were dishonored due to insufficiency of funds. It is the further case of the plaintiff that the plaintiff had issued a legal notice to the defendants to settle the amount along with 18% of interest on the payment.



11.4. On the contrary, it is the case of the defendant that no loan has been borrowed from the plaintiff and that no cheques were issued by the defendants to the plaintiff and they were allegedly stolen from the office during the Corona period as the plaintiff had access to the school office during the said period and the cheques were stolen and fabricated by the plaintiff in an attempt to take over the property and the trust.

11.5. It is the specific case of the defendant that the third defendant became correspondent only in the year 2023 and that she was not a correspondent in the year 2021. When the cheques were issued by the 2nd defendant as the signature of 1st defendant, the third defendant had no liability to repay the claims merely became the 3rd defendant is the daughter of the second defendant and that she was the correspondent during the second defendant at a different period and therefore she is not responsible.

11.6. Order I rule 9 of Civil Procedure Code explain the concept of misjoinder and non joinder of parties. The plaintiff had produced Exhibit A1. The cheques in the name of the plaintiff bearing number 459403, 459409 said to issued by the authorised signature of the Wesley matriculation higher secondary school, the first defendant herein. Exhibit A2 is the return memo for the said two cheques and the reason for return. Both the cheques were returned due to Insufficient funds. Exhibit A8 are the two cheques dated 15.08.2021 bearing number is 459404 for sum of Rs.2,32,517/- and 459410 for sum of Rs.1,59,250/- also issued by the authorised signatory of the first defendant school here. It is very clear that the cheques issued by the first defendant through its authorised signatory the 2nd defendant.

11.7. In the written statement the defendants clearly stated that the third defendant had become the correspondent only in the year 2023 and that she was not the correspondent during the year 2021 and that she was not liable for the cheques issued and therefore not a necessary party. The plaintiff had not proved the liability against the 3rd defendant by proving that she had participated in the borrowing or that



she was the authorised signatory of the school and that the cheques were issued to her in her personal capacity. Only because the third defendant is the daughter of the second defendant and that she had acted as a correspondent of the school would not make the third defendant liable.

11.8. The plaintiff had not produced the agreement dated 20.03.2022 to show the involvement of the third defendant anywhere in the agreement or exchange of loan and cheques. In fact, the plaintiff had stated that the agreement was entered into between the plaintiff and second defendant Exhibit A1, A8 the cheques were drawn on the schools account by the second defendant and not by the third defendant. Even if the third defendant was a correspondent of the school for the second period, she cannot be held personally liable for the first defendant school unless she had acted in her personal capacity and as such that there is no cause of action against the third defendant for instituting the suits and accordingly the issues are answered in favour of the defendants.

11(b) Answer to Issue No. 4 in OS No.3994/2024:

The cheques in Exhibit A1 were issued on 15.07.2021, presented on 02.08.2021 and dishonoured on 03.08.2021. The counsel for the defendant had stated in his arguments, that the suit is barred by limitation. The period of limitation for the money payable by the defendant to the plaintiff, in three years from the date on which it has become due and based on the return memos in Exhibit A2 issued on 03.08.2021, the limitation expires on August 2024.

(ii). The Honourable Supreme Court of India had excluded the period of limitation for the period from 15.03.2020 to 28.02.2022, due to Covid pandemic and the said period cannot be computed for calculating the period of limitation. As the suit was filed in 2024, the court holds that the suit is very well within the period of limitation and accordingly, the court holds that the suit is not barred by limitation and accordingly issue is answered against the defendant.



11(c) Answer to Issue No. 2 in OS No.3994/2024:

The defendants had argued that the court does not have territorial jurisdiction as the cause of action and cognizance of the criminal offence has been taken by the Madhavaram Police Station and has been investigated and therefore the territorial jurisdiction falls within the Thiruvallur district and therefore, suit is not maintainable before this court. It is seen that the cheques were dishonoured at Chennai, HDFC Bank at Saligramam and Anna Nagar branch, and the said location of the banks are within the local limit of this court.

(ii) According to section 20 (c) of CPC, the suit shall be instituted in the court within the local limits of whose jurisdiction, the defendant at the commencement of suit, actually involuntarily, resight or carries on business or the cause of action has arisen.

(iii) As the jurisdictions are multiple the court that had territorial jurisdiction over the place where the cheque was deposited or was dishonoured can be considered to have a valid territorial jurisdiction.

(iv) In the present the suit is one for recovery of money and the cause of action for the suit has arisen, because of the dishonoured of the cheques and the said dishonour was known to the plaintiff at the branch (i.e.,) the branch in which the deposit was made and found to have been dishonoured. Hence the court holds that in this case falls within the jurisdiction of this court.

(v) Therefore, the court hold the present suit has been filed before the court having territorial jurisdiction and accordingly the answered against the defendants.

11(d) Answer to Issue No. 1 in OS 3994/2024 and Issue No.1 in OS 4663/24:

The plaintiff had filed the suit in OS 3994/2024 against the three defendants for recovery of money based on the two cheques that were returned, bearing number 459403, 459409 for a sum of Rs.2,32,517/- and Rs.1,59,250/- respectively.

(ii) The plaintiff had also filed the suit in OS No. 4663/2024 based on cheques issued by the defendant. It is well settled that according to section 118 and 139 of the



Negotiable Instruments Act, 1881 it is presumed that the cheques were transferred for valid consideration in discharge of a valid debt and that it is presumed to be a legally enforceable.

(iii) The plaintiff by producing Exhibit A1, A2 and A8 had proved the cheques were issued to him for valid consideration and that those were towards the discharge of the liability by the defendants. The said presumption has to be rebutted. The defendants contend that the cheques were stolen from the school during Covid pandemic. But till date the defendants have not taken any steps to file any criminal action against the plaintiff for having stolen the said cheques from the defendant school. Exhibit A9 and Exhibit A6 are the legal notices sent by the plaintiff before the institution of the suit and even after having received the legal notice through Exhibit A7, the defendants have not taken any steps to initiate any action against the plaintiff for having stolen the cheques. The natural reaction of any average prudent man upon knowing the cheques have been stolen would be to proceed for either stop payment of the cheque or to seek for return of the cheques. But no such action had been taken by the defendant. The plaintiff had also produced the FIR in crime number 558/2022, in Ex.A5 against the second defendant for cheating. All these would only go to show that cheques issued to the plaintiff were infact issued by the defendants in discharge of their liability.

(iv) When the defendant contend that cheques have been stolen, the burden is upon the defendant. Mere assertion in the statement or denial in the written statement without any evidence cannot be considered as a valid defence. The defendants have not taken any steps to compare the signature in the cheques to prove the cheques were forged. Even in the cross-examination of PW1, no questions were put to the plaintiff regarding the averment that the plaintiff had stolen the cheques from the school as he had access to the defendant school during Covid period. In fact the PW1 was not cross examined regarding the alleged fact of stealing, material alteration of the cheques by the plaintiff.



11(e) Answer to Issue No. 5 in OS 3994/2024 and Issue No.3 in OS 4663/2024:

From the answer to the previous issues, this court had already stated that the third defendant is not liable and according the suits in OS No.3994/2024 and OS No.4663/2024 are dismissed against the third defendant. This court holds first and second defendants are liable to repay the amount mentioned in the plaint in OS 3994/2024 and OS 4663/2024 to the plaintiff. The plaintiff is thus entitled to recovery of a sum of Rs.3,91,767/- from the first and the second defendants in both suits. The plaintiff has claimed interest at the rate of 18%. The Court is of the opinion, claiming 18% per annum towards interest is on the higher side and therefore interest at the rate of 9% from the date of the plaint till the date of realization.

12. Result:

In the result,

(i) **OS No.3994/2024** is partly decreed against the first and the second defendants. The suit in OS No.3994/2024 is dismissed against the third defendant.

The first and second defendants are directed to pay jointly a sum of Rs.3,91,767/- to the plaintiff at the rate of 9% on the said amount from the date of the plaint till the date of realisation. No costs.

(ii) **OS No.4663/2024** is partly decreed against the first and the second defendants. The suit in OS No.4663/2024 is dismissed against the third defendant.

The first and second defendants are directed to pay jointly a sum of Rs.3,91,767/- to the plaintiff at the rate of 9% on the said amount from the date of the plaint till the date of realisation. No costs.

Dictated to Steno-typist directly, corrected and pronounced by me in open court on this 23rd day of July, 2026.

**XXIII Assistant Judge,
City Civil Court, Chennai.**

**Plaintiffs side Witness:-**

PW1 – Mr.Sivakumar Subramanyam @ Sivakumar S Sadhu, (Plaintiff)

Plaintiffs side exhibits:

S.No.	Date	Particulars of Document	
Ex.A1	15.07.2021	Indian Bank cheques bearing No.459403 & 459409.	Original
Ex.A2	03.08.2021	Cheque Return Memos (2 Nos)	Original
Ex.A3	24.02.2020 to 15.07.2021	Loan Statement	Original
Ex.A4	23.03.2022	Anticipatory Bail petition of 2 nd defendant and order.	Computerized copy
Ex.A5	18.07.2022	FIR in Crime No.558/2022	Original
Ex.A6	09.07.2024	Legal Notice along with postal receipts.	Office copy
Ex.A7	--	Acknowledgment cards (3 Nos)	Original
Ex.A8	15.08.2021	Indian Bank Cheque issued in favour of Plaintiff cheque no. 459404, 459410, for the sum of Rs.2,32,517/- and Rs.1,59,250/-	Original
Ex.A9	08.08.2024	Legal notice issued by the plaintiff to the defendant along with postal receipts.	Office copy
Ex.A10	--	Track Consignment report subject to proof and relavancy.	Online copy

Defendant's side Witness:-DW1 – Mrs.Sugirtha Wiselet, (Principal of the 1st defendant School)**Defendant's side Exhibits: -Nil-**

**XXIII Assistant Judge,
City Civil Court, Chennai.**



O.S.No.3994/2024 and OS 4663/2024

Fair/Draft Judgment

O.S.No.3994/2024 and

OS No.4663/2024

Date: 23.07.2026

XXIII Assistant Court