**IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR**

**Present: Tmt. S. Uma Maheswari, B.A., L.L.M.,
Additional Subordinate Judge,
Tiruppur.**

Thursday, this the 16th day of July – 2026

O.S No: 122-2021
CNR No: TNTI04-000187-2021

Rathinammal ….. Plaintiff

//Versus//

Balasubramaniam

….. Defendant

This suit is coming on hearing before me on 02.07.2026 in the presence of Thiru. V. Prabhakaran, B.Sc.,., B.L., Advocate for the plaintiff, and Thiru. A. Manavalan, B.A., B.L., Advocate for the defendant, and upon perusing available material records, and upon perusing both side evidence and arguments and having stood over for consideration till this day, today this court delivered the following..

JUDGMENT

The plaintiff has been filed the suit for redemption of mortgage and directing the defendant to receive the mortgage loan amount with interest for a sum of Rs.3,60,500/- and cancel the mortgage deed, and hand over the original deed of suit property to the plaintiff along with cost of plaintiff and passing of preliminary decree in respect of suit property.

1. **Brief case of the Plaintiff:**

The plaintiff is the absolute owner of the suit property under the registered Sale Deed dated 20.08.1999 (Doc. No. 2591/1999) and she has been in continuous possession and enjoyment of the property. For her family necessities, the plaintiff borrowed a sum of Rs.3,50,000/- from the defendant and executed a registered Mortgage Deed dated 02.05.2019 (Doc. No. 6257/2019), in respect of suit property agreeing to repay the loan with interest at Rs.1.50/- per Rs.100/- per month within 15 months. The plaintiff paid the agreed interest regularly. However, the defendant unlawfully demanded Rs.3/- per Rs.100/- per month as usurious interest and collected a sum of Rs.10,500/- as interest without issuing any receipts. Even during the COVID-19 lockdown in 2020, the plaintiff cleared the interest of Rs.31,500/- for three months. In November 2020, the plaintiff offered to repay the loan and sought cancellation of the mortgage. The defendant refused and illegally demanded Rs.5,50,000/-, threatened to return the original title deed, and refused to redeem the mortgage. The defendant also issued the legal notice on 02.12.2020 for claiming the amount of Rs.5,50,000/-. The plaintiff issued a reply notice on 30.12.2020 and expressed readiness to pay Rs.3,60,500/-. As the defendants failed to receive the amount and cancel the mortgage, the plaintiff filed the present suit seeking redemption and cancellation of the mortgage deed, return of the original title deed and costs of the suit.

2. **Brief case of the Defendant:**

The defendant stated that the suit filed by the plaintiff is false, vexatious, and not maintainable either in law or on facts. The plaintiff has not approached this Court with clean hands and has suppressed the true and material facts. The defendant admits that the plaintiff is the absolute owner of the suit property under the Sale Deed dated 20.08.1999 (Doc. No. 2591/1999). The plaintiff borrowed Rs.3,50,000/- for her family necessities and executed a registered Mortgage Deed dated 02.05.2019 (Doc. No. 6257/2019) in favour of the defendant by depositing the original title deed. Under the terms of the mortgage, the plaintiff agreed to pay interest at Rs.1.50/- per Rs.100/- per month and to repay the loan within 15 months all are admitted by the defendant. But in case of default, the plaintiff agreed to pay default interest at Rs.1.75/- per Rs.100/- per month, which was not mentioned in the plaint. However, the plaintiff failed to pay both the agreed interest and the principal from 02.06.2019 onwards, despite repeated demands. The defendant specifically denies the allegations of collecting Rs.3/- per Rs.100/- as interest, carrying on kandhu vatti (usurious lending), receiving monthly interest payments without issuing receipts, and threatening the plaintiff. According to the defendant, these allegations are false and have been made only to avoid repayment of the mortgage debt. The defendant issued a legal notice on 02.12.2020, which was received by the plaintiff on 05.12.2020. Instead of discharging the mortgage liability, the plaintiff sent a reply notice dated 30.12.2020 containing false allegations and thereafter instituted the present suit. The defendant has always been willing to receive the amount legally due under the mortgage deed, cancel the mortgage, and return the original title deed. Therefore, the defendant prays that the suit may be dismissed the suit with costs as the plaintiff has failed to comply with the terms of the registered mortgage deed.

3. Counter Claim filed by the defendant in I.A.No.1/2022:-

The defendant also filed counter claim for the amount of Rs.5,12,750/-. In the counter claim, the defendant admitted that the plaintiff is the owner of the suit property and the plaintiff borrowed a sum of Rs.3,50,000/- from the defendant on 02.05.2019 for her essential family expenses and executed a registered Mortgage Deed dated 02.05.2019 (Doc. No. 6257/2019) in favour of the defendant by depositing the original title deed. Under the terms of the mortgage, the plaintiff agreed to pay interest at Rs.1.50/- per Rs.100/- per month and to repay the loan within 15 months. As per terms of Mortgage deed the plaintiff has to pay the interest to the defendant at the rate of 1.50per Rs.100 per month. As on 01.01.2021 the plaintiff has to pay the due amount of Rs.5,12,750/-

to the defendant. But the plaintiff given false reply with the defendant demanded the plaintiff to pay exorbited interest at Rs.3/- per Rs.100/- per month. The plaintiff had not paid even single Rupees towards interest to the defendant. The plaintiff have to pay interest for 31 months on the date of filling of this counter claim. Hence, the defendant prayed that the preliminary mortgage decree may be passed directing the plaintiff to deposit for a sum of Rs.5,12,750/- to the defendant with interest for the principal at the rate of 1.50/- per Rs.100/- per month from the date of filling of counter claim till the date of deposit of such amount.

4. Reply to the counter claim filed by the plaintiff:-

The plaintiff denied the allegations made by the defendant. Further the plaintiff paid the principal amount of Rs.3,50,000/- to the defendant on 12.09.2025. The plaintiff also produced the receipt given by the defendant. In the receipt the defendant mentioned that he contest the case regarding the interest for the period from 02.05.2019 to 12.09.2025. But the plaintiff contended that he has to pay only one month interest alone. However she is ready to pay the interest to be ordered by the court. Hence the plaintiff prayed to dismiss the counter claim filed by the defendant.

5. **On perusal of plaint, written statement and counter claim and documents the court framed the following issues.**

1. Whether the plaintiff is entitled for the relief of redumption by directing the defendants to redeem the mortgage deed executed by the plaintiff on 02.05.2021 by receiving the amount of Rs.3,60,500/-?

2. Whether the plaintiff is entitled for the relief of direction for handling over the original sale deed to the plaintiff?

3. Whether it is correct to say that the plaintiff is liable to pay Rs.5,29,112/- to the defendants?

4. Whether the plaintiffs are entitled for cost of the suit?

5. What are the other reliefs,the parties are entitled to?

6. On the side of plaintiff , plaintiff was examined as PW1 and Ex.A1 to A6 were marked. On the side of Defendant DW1 was examined and Ex.B1 to B4 were marked.

7. Issue No.1,2,3:

1. Whether the plaintiff is entitled for relief of redumption by directing the defendants to redeem the mortgage deed executed by the plaintiff on 02.05.2021 by receiving the amount of Rs.3,60,500/-?

2. Whether the plaintiff is entitled for the relief of direction for hand over the original sale deed to the plaintiff?

3. Whether it is correct to say that the plaintiff is liable to pay Rs.5,29,112/- to

the defendants?

7.1) First the court will decide issue no.1,2 and 3 jointly. The case of the plaintiff is that the plaintiff is the absolute owner of the suit property under the registered Sale Deed dated 20.08.1999 (Doc. No. 2591/1999) and she has been in continuous possession and enjoyment of the property. For her family necessities, the plaintiff borrowed a sum of Rs.3,50,000/- from the defendant and executed a registered Mortgage Deed dated 02.05.2019 (Doc. No. 6257/2019), agreeing to repay the loan with interest at Rs.1.50/- per Rs.100/- per month within 15 months. The plaintiff paid the agreed interest regularly. However, the defendant unlawfully demanded Rs.3/- per Rs.100/- per month as usurious interest and collected a sum of Rs.10,500/- as interest without issuing any receipts. Even during the COVID-19 lockdown in 2020, the plaintiff cleared the interest of Rs.31,500/- for three months. In November 2020, the plaintiff offered to repay the loan and sought cancellation of the mortgage. The defendant refused and illegally demanded Rs.5,50,000/-, threatened to return the original title deed, and refused to redeem the mortgage.

7.2) On the side of defendant, written statement filed along with counter claim admitting the plaintiffs right over the mortgage property and date of borrowal of suit amount by the plaintiff and execution of mortage deed and terms and condition in mortgage deed along with interest rate mentioned in the mortgage deed Ex.A2. Further the original sale deed of plaintiff is in hand of defendant is also admitted.

7.3) But the defendant itself denied that the plaintiff had not paid even single rupee towards interest to the defendant till the defendant filed the counter claim and thereafter also. Further, the defendant denied that he demanded the plaintiff to pay exorbitant interest at Rs.3/- per Rs.100/- per month and the plaintiff also paid the same to the defendant.

7.4) In the circumstances, pending trial plaintiff filed the original receipt issued by the defendant for a sum of RS.3,50,000/- before the court on 20.01.2026, which was recorded on the same day. On perusal of the said receipt, the plaintiff Rathnammal paid the principal amount of Rs.3,50,000/- to the defendant Balasubramaniam on 12.09.2025. Both parties agreed that they will contest the suit and counter claim in respect of interest due from the date of loan 02.05.2019 till 12.09.2025 on when the defendant had received the principal amount of Rs.3,50,000/- from the plaintiff. The said receipt was issued only towards part satisafaction of receipt of principal loan amount only.

7.5) Hence, on perusal of receipt issued bythe defendant, which was marked as Ex.A6 explained that the principal mortgage amount was settled by the plaintiff on 12.09.2025. Further, both parties also agreed that they will contest the suit and counter claim in respect of interest due from 02.05.2019 to 12.09.2025.

Hence, the court will decide the issues in respect of interest for the above said period alone.

7.6) In the situation both side parties adduced the oral and documentary evidence to prove their case. Plaintiff side Pw1 examined and Ex.A1 to A6 were marked. Ex.A1 was copy Sale deed in the name of the plaintiff. Ex.A2 was copy of Registered Mortgage deed executed by the plaintiff in favour of the defendant. Ex.A3 was Legal notice issued by the defendant to the plaintiff. Ex.A4 was Reply notice sent by the plaintiff. Ex.A5 was Encumbrance Certificate for the period 04.01.2019 to 18.03.2021. Ex.A6 was Receipt issued by the defendant dated 12.09.2025 for a sum of Rs.3,50,000/-.

7.7) The plaintiff/ Pw1 also deposed and admitted that in her cross examination

" எனக்கு சொந்தமான சொத்தை அடமானம் வைத்து பிரதிவாதி பாலசுப்ரமணியத்திடமிருந்து Rs.3,50,000/- கடன் பெற்றேன் என்றால் ஆமாம். அந்த ஆவணத்தில் மாதம் ஒன்றுக்கு அசல் கடன் தொகைக்கு நூற்றுக்கு 1.50 வட்டி தருவதாக ஒப்புக்கொண்டேன் என்றால் ஆமாம். அவ்வாறு செலுத்த தவறினால் அபராத வட்டியாக 1.75 வட்டி தருவதாக ஒப்புக்கொள்ளப்பட்டுள்ளது என்றால் சரி"

Hence, the learned counsel for defendant argued that the plaintiff itself admitted that she will pay the interest at the rate of Rs.1.50/- per Rs.100/- per month. Hence, the contractual rate of interest between the plaintiff and defendant is admitted as Rs.1.50/- per Rs.100/- per month. The document in EX.A2 mortgage deed also confirm the above said interest. The repayment period of 15 month and redeem the mortgage also not disputed by the parties. If the plaintiff failed to repay the loan amount within 15 months, the defendant is entitled for claim the interest for the default period as 1.75/-per Rs.100/- per month.

7.8) But the defendant claim the interest in the counter claim in I.A.No.1/2025 at the rate of Rs.1.50/- per Rs.100/- per month from the date of mortgage to till he filling of counter-claim for the principal amount and interest for a sum of Rs.1,62,750/-. The court feels that the defendant claiming the interest in the counter-claim as per contractual interest mentioned in the mortgage deed Ex.A2. The original mortgage deed was also marked as Ex.B1 on the side of defendant.

7.9) The plaintiff itself stated that she is always ready to pay the mortgage amount to the defendant. But the defendant itself refused to receive the amount. In the circumstances, when the defendant refused to recieve the mortgage loan amount then the plaintiff has opportunity to deposit the mortgage amount along with interest immediately at the time of filling of suit itself. However, the plaintiff has not deposit the principal amount or interest even the defendant filed the counter claim on 31.01.2022. Thereafter, the plaintiff deposit the principal amount only on 12.09.2025.

7.10) Further, the plaintiff did not taken stands on she paid the interest after filing of the suit. Simply stated that the defendant refused to receive the principal amount.The act of the plaintiff is shows that she will escape from the liability to given the interest. On perusal of notes paper so many hearings the case was adjouned for mediation and await reporting settlement. The plaintiff itself obtained so many adjournment for filling reply statement. Hence the plaintiff is liable to pay the interest from the date of mortgage till she given the principal amount to the defendant that is 12.09.2025.

7.11) In view of the above facts, the plaintiff is entitled for the relief of redemption of mortgage deed executed by the plaintiff on 02.05.2019 after given the interest mentioned by the court in the decree. Further the plaintiff is also entitled for the relief of direction that the defendant shall hand over the original sale deed to the plaintiff. Since, the plaintiff paid the principal amount on 12.09.2025 she is not liable to pay Rs.5,29,112/- to the defendants. But the plaintiff shall pay the interest mentioned in the decree alone. Issue no.1 to 3 answered accordingly.

8. Issue No.4:

4. Next the court will decide that Whether the plaintiffs is entitled for cost of the suit?

8.1) Since the plaintiff filed the suit on 16.04.2021, she paid the principal amount only on 12.09.2025. She has no intention to pay the principal amount at the time of filing of the suit. Hence the plaintiff is not entitled for the cost of the suit.

<u>9.Issue No.5:</u>

5.Finally the court will decide that what are the other reliefs,the parties are entitled to?

9.1) In the matter the plaintiff not claimed any interest. But the defendant claimed interest in counter claim at 1.50 per Rs.100/- per month for the principal amount of Rs.3,50,000/- from the date of mortgage till filing the counter claim. Subsequently the plaintiff paid the principal only on 12.09.2025. Hence, on the side of the defendant the learned counsel argued that the defendant is entitled for the interest for the principal amount at the rate of Rs.1.50 per Rs.100/- per month.

9.2) As per mortgage deed Ex.B1, both parties admitted that interest at Rs.1.50 per 100/- per month for the principal amount of Rs.3,50,000/-. The plaintiff shall repay the principal within 15 month, failing which, the plaintiff shall pay the default interest at Rs.1.75 per 100/- per month for the default period. However in the counter claim the defendant claiming interest only at Rs.1.50 per Rs.100/- per month.

9.3) But the case of the plaintiff is that from the date of mortage (02.05.2019) onwards she paid the interest at Rs.3 per Rs.100/- per month. She has to pay interest for only one month due alone at the time of filing of suit that is a sum of Rs.10,500/-. But the defendant denied the plaintiff version. However he admitted that he received Rs.10,500/- alone as interest. The plaintiff not produced any document for she paid the interest. Simply stated that the defendant refused to issue the receipt. Further she has not send any notice to the defendant for mentioning the same. She send the reply notice after sent the notice by the defendant.

9.4) In view of the above facts, U/sec 34 of Cpc deals about interest for post litigation period.

UNDER SEC 34.INTEREST-

“Where and insofar as a decree is for the repayment of money, the court may, in the decree, order interest at such rate as the court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period prior to the institution of the suit, (with further interest at such rate not exceeding six per cent per annum as the court deems resonable on such principal sum), from the date of the decree to the date of payment, or to such earlier date as the court thinks fit.”

ORDER 34 RULE 11,SAYS THAT-

"In any decree passed in a suit for foreclosure, sale of redemption, where interest is legally recoverable the court may order payment of interest to the mortgage as Follows:-

(a) Interest up to the date on or before which payment of the amount found or declared due is under the preliminary decree to be made by the mortgagor or other person redeeming the mortgage-

i) On the principal amount found or declared due on the mortgage,-at the rate payable on the principal, or where no such rate is fixed, at such rate as the court deems reasonable.

ii) On the amount adjudged due to the mortgage for costs, charges and expenses properly incurred by the mortgage in respect of the mortgage-security up to the date of the preliminary decree and added to the mortgage-money,-at the rate agreed between the parties, or, failing such rate, (at such rate not exceeding six per cent per annum as the court deems reasonable)."

9.4) However our Hon'ble High Court of Madras citation in,

STATE BANK OF INDIA VS MD.HABEEB,(1989) 1 CURRENT CIVIL

CASE 21 (MAD)

"Grant of interest being discretionary,it is not necessary that in cases interest should be granted at contractual rate."

As per Hon'ble supreme court citation in,

AIR 1969 SEC.990

MAHABIN PRASAD VS DURGA

"U/sec 34 Rule 11 shows that granting of Pendente lite and post decree interest is discretionary. Court may or may not award such interest.

As per Hon'ble Calcutta High Court citation in,

2001(3) CIVIL LJ 77 (CAL)

INDIAN BANK VS MANI SHASHIKHATERI

WELFARE TRUST

"Court is not bound to grant interest at agreed contractual rate. It is the discretionary power of the court"

9.5) Hence on perusal of the above Hon'ble Apex Court citations and in the interest of justice, the court inclined to grant 12% interest from the date of mortgage till the date of filing of counter claim by the defendant and 9% interest from 01.03.2022 till return the principal amount on 12.09.2025. In the matter the plaintiff already paid the interest for a sum of Rs.10,500/- was admitted by the defendant. Hence the plaintiff is entitled for deduct the said amount from the interest payable to her. Issue.No.5 is answered accordingly.

10) FINDINGS:-

In the result, the suit is partly decreed as directing the defendant shall cancel the suit mortgage deed executed between the plaintiff and defendant vide doc.no.6257/2019 dated 02.05.2019 registered before Avinashi Sub Register Office and hand over the original sale deed doc.No.2591/1999 dated 20.08.1999 in the name of plaintiff within one week after receiving the interest amount along with cost from the plaintiff as ordered by the court in counter claim.

I.A.No.1/25 (Counter Claim)

In the result, Counter claim filed by the defendant is partly allowed with cost on Passing preliminary decree directing the plaintiff has to pay the interest of 12%p.a for the principal amount of Rs.3,50,000/- from the date of mortgage 02.05.2019 till 31.02.2022 and at the rate of 9% from 01.03.2022 to 12.09.2025 along with cost of the defendant within 15 days after deducting the amount of

Rs.10,500/- to the defendant, failing which the defendant is entitled to file final decree application to realize the amount through sale of mortgaged property into court auction. The preliminary decree is passed accordingly.

Directly dictated to Steno-Typist and directly typed by her and corrected and pronounced by me in the Open court on this 16th day of July – 2026.

UMA MAHESHWARI
Digitally signed by UMA MAHESHWARI
Date: 2026.07.16 18:04:22 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

Annexure:

1. Plaintiff's side witness :-

PW1 - Rathinammal

2. Plaintiffs side Exhibits :-

Ex.A1	20.08.1999	Sale deed standing in the name of the plaintiff.	Certified Copy
Ex.A2	02.05.2019	Registered Mortgage deed executed by the plaintiff in favour of the defendant.	Certified Copy
Ex.A3	02.12.2020	Legal notice issued by the defendant to the plaintiff.	Office Copy
Ex.A4	30.12.2020	Reply notice sent by the plaintiff	Office Copy
Ex.A5	19.03.2021	Encumbrance Certificate for the period 04.01.2019 to 18.03.2021	Original

EX.A6	12.09.2025	Receipt given by the defendant	

3. Defendant side Witness :-

DW1 - Balasubramaniam

4. Defendants side Exhibits :-

Ex.B1	02.05.2019	Registered Mortgage deed executed by the plaintiff in favour of the defendant.	Original
Ex.B2	02.12.2020	Legal notice issued by the defendant	Office Copy
Ex.B3	05.12.2020	Postal Acknowledgment Card	Original
Ex.B4	30.12.2020	Reply notice sent by the plaintiff	Original

5. Witness side Exhibits:

Nil

UMA MAHESHWARI

Digitally signed by UMA MAHESHWARI
Date: 2026.07.16 18:04:28 +0530

ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.

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Fair/Draft Judgment in
O.S. No. 122/2021
Dated : 16.07.2026
ASJ Court, Tiruppur.

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