

IN THE COURT OF THE PRINCIPAL JUDGE,
CITY CIVIL COURT, CHENNAI

Present: **Thiru. S. Karthikeyan, M.A., M.L., M.Sc., P.G.D.C.F.Sc., PGDDF,**
Principal Judge

Thursday, the 8th day of January 2026

I.A.No.01/2025
in
O.S.No.4111/2024

R. Manimuthu

... Petitioner/Plaintiff

Vs.

M/s. Sri Varalaxmi Shelters (P) Ltd.,
rep. by its Director R. Rajan Babu
33/20, Sarojini Street, T. Nagar,
Chennai 600 017.

.... Respondent/Defendant

This petition came up on 16.12.2025 before this court for hearing in the presence of M/s. G. Vairava Subramanian, B.Raghupathy, A.Kandhan, M.Sunil Zahariaha, R. Omprakash, N.Veeraraghavan, the Counsel for the petitioner and of Mr. R. Iyyappan, the Counsel for the respondent and upon hearing both sides and on perusal of the records, this Court delivered the following :

ORDER

The petitioner has come up with this petition to issue sub-poena to the Bank Manager, Canara Bank, Teynampet Branch at No.563/1, Anna Salai, Teynampet, Chennai 600 018 to produce the documents listed in the petition.

2. Brief averments made in the petition affidavit are as follows:

The defendant approached the petitioner with a proposal to sell the land as described in the schedule property, along with construction of a residential house having a built up area of 550 Sq.ft. Pursuant to this, the defendant entered into a sale

agreement and a construction agreement with the plaintiff on 15 July 2021. Under the sale agreement, the agreed consideration for the undivided share of land was Rs.6,90,000/- and under the construction agreement, the cost of construction was fixed at Rs.33,10,000/-. The plaintiff has filed the present suit for recovery of a total sum of Rs.35,07,500/- along with interest at the rate of 18% per annum till the date of realization, together with costs. The majority of the documents relating to the land are under the custody of the Branch Manager, Canara Bank, Teynampet Branch at 563/1, Anna Salai, Teynampet, Chennai 600 018. Therefore, the petitioner/plaintiff approached this Court to appoint a person to collect the said documents and produce them before the court to substantiate his case. Hence, prayed to issue a subpoena to the Branch Manager of Canara Bank, Teynampet Branch, Chennai, to produce the relevant documents listed below:

S.No.	Date	Description
01.	15-07-2021	Agreement for Sale
02.	15-07-2021	Agreement for Construction
03.	07-02-2022	Sale deed along with Registration Receipt
04.	07-02-2022	Construction agreement along with Registration receipt

3. Brief averments made in the Counter Affidavit are as follows:

The present application is premature and not maintainable either in law or on facts. While the plaintiff has filed the suit claiming damages, the respondent has also filed a counter – claim seeking recovery of a sum of Rs.2,10,000/- due and payable by the plaintiff. The suit is presently at the part – heard stage and the plaintiff has already examined himself as PW-1 on 24.07.2025. His evidence has not yet been closed, as the matter was posted for marking of documents. At this stage, the plaintiff cannot summon the Bank Manager of Canara Bank as a court witness rendering the application premature. The plaintiff has sought for production of documents without specifying crucial details such as the nature of custody of the documents, the relevant

loan account number, the nature of the documents sought, whether any loan is pending, or why he is unable to obtain the documents himself to produce before this court. If the bank continues to hold a charge over the property directing the bank to produce documents without hearing, it would prejudice the bank's rights. Since Canara Bank is a necessary party, the application filed without notice to the bank is not maintainable in law. The burden lies on the plaintiff to produce documents relied upon to approve his case. As the petition lacks merit, is premature and is filed with ill intention, it is liable to be dismissed.

4. The point for determination is,

Whether sub-poena is to be issued to the Bank Manager, Canara Bank to produce the documents listed in the petition or not?

5. Answer:

Learned counsel for the petitioner submitted that the defendant entered into the Sale Agreement for sale of the property measuring 550 sq.ft. and also construction agreement and received a sum of Rs.35,07,500/- from the plaintiff and did not deliver the building as promised. Hence, the plaintiff has filed the present suit for recovery of a total sum of Rs.35,07,500/- along with interest at the rate of 18% per annum till the date of realization, together with costs. The majority of the documents relating to the land are mortgaged with the Bank and now under the custody of the Branch Manager, Canara Bank, Teynampet Branch at 563/1, Anna Salai, Teynampet, Chennai 600 018. Hence, prays to issue sub-poena to the Bank Manager to produce the documents.

6. Learned counsel for the respondent submitted that in the above suit, the respondent has also filed a counter – claim seeking recovery of a sum of Rs.2,10,000/- due and payable by the plaintiff. The suit is presently at the part – heard stage and the plaintiff has already examined himself as PW-1 on 24.07.2025. His evidence has not yet been closed, as the matter was posted for marking of documents. At this stage, the plaintiff cannot summon the Bank Manager of Canara Bank as a

court witness rendering the application premature. Hence, prays for dismissal of the petition.

7. This court has given its thoughtful consideration to the rival submissions put forth by either side. The plaintiff in the suit has come up with the present application seeking for issuance of sub-poena to the Bank Manager, Canara Bank Anna Salai Branch, Teynampet, to produce the documents listed in the petition. The plaintiff has filed the present suit for damages from the defendant to the tune of Rs.35,07,500/-. It is the case of the petitioner/plaintiff that the plaintiff entered into a sale agreement-cum-construction agreement with the defendant for construction of residential house within 6 months from the date of agreement. According to the plaintiff, the defendant did not follow the time line agreed upon and completed the construction with a delay of 16 months. The construction made was also substandard as against the terms of the contract. Therefore, he has come up with the present suit for damages.

8. To substantiate the said suit claim, he wants to file certain documents like, agreement for sale, agreement for construction, Sale deed and construction agreement etc., The petitioner was already examined by way of proof affidavit as PW1 and the case is posted for marking of documents on the plaintiff side. Since the original documents are not available with the plaintiff, he came up with the present petition seeking for production of original documents. Since those documents are mortgaged with the bank, the petitioner/plaintiff wants to produce those documents before this court for the purpose of comparison and marking of the said documents before this court. Though the learned counsel for the respondent submitted that the petitioner has not divulged the nature of the custody of the said documents with the bank, it is immaterial for the purpose of the suit. The fact remains that those documents are in the custody of the bank and as per the Evidence Act, only the primary evidence is admissible and only in the absence of primary evidence, the secondary evidence is admissible, Therefore, the documents entrusted in the custody of the bank are to be produced before this court for the purpose of marking those documents. Hence, this

court is inclined to issue sub-poena to the Bank Manager, Canara Bank, to produce those documents in original. Accordingly, this point is answered.

9. In the result, the petition is allowed. Issue sub-poena to the Bank Manager, Canara Bank, Teynampet Branch at 563/1, Anna Salai, Teynampet, Chennai 600 018 to produce the documents in original. Parties are directed to bear their own costs.

Dictated to the Stenographer directly, typed by her, corrected and pronounced by me in the open Court, this the 8th day of January 2026.

Principal Judge.

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