

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,  
TIRUVANNAMALAI.

PRESENT : Mr.**P. Mathusuthanan**, B.A., B.L.,  
Principal District Judge,  
Tiruvannamalai.

Tuesday, the 07th day of April - 2026

**Original Suit No.213/2023**  
CNR No.TNTM01- 004932 - 2023

V.T.Raman		.. Plaintiff
	Vs	
1. Abishek 2. The Joint II Sub-Registrar, Tiruvannamalai 3. The District Registrar, Tiruvannamalai 4. The District Collector, Tiruvannamalai		.. Defendants

This Original suit has come up before me for final hearing on 06.04.2026 in the presence of **Tr.M. Madhu Prakash**, Learned Advocate appearing for the Plaintiff and **Tr. G.Yoganarashiman**, Learned Advocate appearing for the 1st respondent and **Tr.G.Pugazhenth**i, learned Government Pleader appearing for the 2 to 4 defendants and upon hearing the argument and perusing the oral and documentary evidence adduced on both side and having stood over for consideration till date, this court passed the following...

## JUDGMENT

This Original Suit is filed by the plaintiff under Order VII Rule 1 of CPC for granting order to 1st defendant obtain a mortgage deed amount from the plaintiff and cancel the mortgage deed document No.11572 of 2021 on 21.10.2021;

for granting order to cancel of mortgage deed document No.11572 of 2021 to 2nd defendant and 3rd defendant for registration department officials at Tiruvannamalai, and then mortgage deed of principal and interest amount to pay direct of Hon'ble court deposit or either mode of deposit, and cancellation of mortgage deed and for cost of the suit.

2) **Brief averments of the plaint are as follows:**

The plaintiff borrowed money to 1st defendant in amount of 30,00,000/- (Thirty lakhs only) amount received through by banking transaction, due to personal expenses, for contingent contract indemnity of residential vacant commercial plot property to simple mortgage registration deed No:11572/21 date on 21-10-2021, on established as rate of interest 18% annual interest of this mortgage amount, the condition was mortgage termination period due on 30-03-2023, after that before specified date of condition deed to the plaintiff ready to give the principle and interest money back to receive and discharge the mortgage deed, but the 1st defendant has failed and neglected to request the principal amount and interest thereof, no more despite repeated demands and

requests of the plaintiff. Thereafter the plaintiff caused a registered notice to be sent through his advocate on 12-09-2023 to the 1st defendant, to indicate received money and cancel to mortgage property, the 1st defendant received the legal notice, but do not any replay to stabilizing period. 1st defendant do not consider any think and violation of law and then The plaintiff is constrained to file this suit for the redemption of mortgage property, the plaintiff forward to petition is filed in court without any other option and relief to mortgage deed, the plaintiff forwarded to suit file the Hon'ble court for relief sought register mortgage deed under the section to Order XXXIV Rule IV of CPC, Preliminary decree in redemption suit.

The necessary and justified that the mortgage on the suit property should be voluntarily cancelled by the 1st defendant himself. In the event of default, there is necessity and justification for the second defendant to cancel the mortgage deed entered into with the first defendant.

The Plaintiff is borrower and 1st defendant is money lender, the 1st defendant is the lender through the mortgage deed of the suit property belonging to the plaintiff vacant commercial Plot, and the official as proforma 2nd and 3rd defendant is the government officials for consent registration department officers cancelling the mortgage deed document of the suit property. 4th is district collector (administrative officer).

The suit property belonging to the plaintiff to be cancelled as per the

mortgage deed is situated in Tiruvannamalai to Chennai highway road, anna salai, Tiruvannamalai, under the jurisdiction of the same court.

The 1st defendant being a powerful person no respect for law can dispossess the 1st defendant at any time by creating some false document and therefore the plaintiff approaches this Hon'ble court to relief sought register mortgage deed to Preliminary decree in redemption suit.

The plaintiff request to fulfillment of mortgage consideration the 1st defendant to cancel the mortgage deed, as the 1st defendant has not come forward to cancel the mortgage deed. Therefore the Hon'ble court a suit has been filed to cancel the mortgage deed and issue an order. No suit pending in any court with same cause of action.

The plaint to the filed accompanying affidavit for 2nd and 3 rd defendant as government officials do not given legal notice for avoid delays and procrastinate purpose file to C.P.C section 80(2) without legal notice presupposition and preceded the suit. Hence the suit.

**3) Brief averments of the written statement filed by the 1st defendant are as follows:**

The first defendant herein denies all the allegations and averments made in each and every paragraph including paragraphs 1 to 13 as well as memo of valuation and prayer in the plaint except those that are specifically admitted

herein.

The above plaint is not maintainable both in law and facts and the First defendant herein reserve his rights to file necessary applications and additional written statements as well as documents at a later date. Further, the plaintiff had not paid proper court fees and the present suit is not maintainable and to be dismissed in-limine. The plaintiff have not served the copies of plaint documents and the First Defendant herein reserve his rights to file necessary applications and additional written statement on receipt of copies of the same.

Without prejudice, it is to be noted that the plaintiff have not come to the court with clean hands.

The first defendant herein states that there is no cause of action for the suit initiated by the plaintiff and prayer sought for this court has no jurisdiction as cause of action if any, it will be only in chennai and that to in Madras High court, which includes pecuniary Jurisdiction.

The First defendant herein submits that the plaint has been filed by the plaintiff only for the obvious reasons seeking frivolous reliefs.

The 1<sup>st</sup> defendant herein states that the suit is been filed with false and frivolous allegation and also with bereft particulars. The plaintiff is hereby

called upon to provide all the details, pertaining to the averments made thereon

with supporting documents.

The first defendant herein states that the plaintiff have filled the above suit with ulterior motives by suppressing real facts with an intent ot make wrongful gain unto himself by making wrongful loss to the First defendant. The 1<sup>st</sup> defendant herein also state that the description of the property in the plaint as claimed by the plaintiff is totally baseless and not given the correct particulars.

the plaintiff filed the above suit as an afterthought to cover up his many wrongdoings, solely with an intent to harass the 1<sup>st</sup> defendant The 1<sup>st</sup> defendant states that real facts are elucidated below

The first defendant is the proprietor of “A Square Garments “ and was successfully doing garments retail, wholesale and trading business. Further , he is also an investor, investing in financing various business. Considering the same, one Mr.Roshan Anand contacted the First defendant through his known friends and made the 1<sup>st</sup> defendant to start an another business concern in the name of ‘A QUAD ENTERPRISES’

Thereafter Mr.Roshan Anand started to develop acquaintance with the First Defendant and started moving closely with him. While so, Mr.Roshan Anand informed him that he is running various concerns/connected with various concerns, including M/s.Shubam Enterprises, Vulcon Elastolan, Vigneshwara Traders. Numerous Exports Private Limited, Akshaya Traders, Numeros Foods

and Gopala Krishna Cold Storages. He also claimed that he got high level contact with government officials, so using that he is taking various government orders, tenders and projects from Tamilnadu Government worth several crores.

The First Defendant submit that initially Mr.Roshan Anand helped him to get some government contracts, tenders and orders for the supply of Rice to Tamil Nadu Government, which were all having small tender value and for which he used to get immediate commission from the First Defendant. The First Defendant submit that by getting him small contracts and tenders Mr. Roshan Anand had developed confident on First Defendant and thereby he started to trust him.

Even Mr.Roshan Anand's family members i.e., Mr.Rohit Kumar (Brother of Mr. Roshan Anand), Mrs.Linda Rayan (wife of Mr. Roshan Anand), Dr. Rukmangadhan (father of Mr. Roshan Anand), Dr.Usha Rani (mother of Mr. Roshan Anand), Mr.Joseph Rayan (father-in-law of Mr. Roshan Anand) and Mrs.Lalitha Rayan (mother-in-law of Mr. Roshan Anand) as well as the Plaintiff herein, viz., Mr.V.T.Raman (relative of Mr.Roshan Anand) started to move very closely with him.

Believing the representations of above referred persons, the First Defendant disbursed various amounts to the above referred concerns as directed by Mr.Roshan Anand and also disbursed various amounts to the said Mr.Roshan Anand and Mr.V.T.Raman. During October 2021, the First Defendant funded

almost 13 cores of Rupees and the above persons requested further sum of Rupees 26 cores to be disbursed in tranches upto the September 2023. For the said amounts, the said Mr.V.T.Raman, the Plaintiff, who also claimed that he is part of Gopala Krishna Cold Storage, stood guarantee for the said amounts with a maximum cap of Rs.40,00,00,000/-. He also delivered the original documents to the First Defendant in Chennai pertaining to the property at Thiruvannamalai as security for the said amounts by way of creation of Equitable Mortgage. The First Defendant have paid a sum of Rs.36,97,07,771/- to the above referred concerns/persons as directed by the Mr.Roshan Anand upto 2023, which includes the said Mr.Roshan Anand and the First Defendant As of date, after giving all credits, there is an outstanding of Rs.42,00,00,000/- approximately including interest.

Meanwhile, the First Defendant had requested the Plaintiff to execute a necessary Mortgage Deed for a sum of Rs.40,00,00,000/- in respect of above property. However, to the shock and dismay of the First Defendant, the Plaintiff delivered the Mortgage Deed dated 21.10.2021 (Doc. No.11572/2021, in the office of Joint Sub-Registrar-II, Tiruvannamalai) executed for a sum of Rs.30,00,000/- instead of Rs.40,00,00,000/-. When countered, the Plaintiff stated that he had to do the same as per the advice of his Auditor considering the Tax angle and executed a Guarantee as well as link declaration, linking the said Mortgage Deed for the amount of Rs.40,00,00,000/- on 21.10.2021. The

Plaintiff agreed and assured that the said mortgage deed shall be valid and binding till the amount of Rupees 40 cores are repaid. The First Defendant was made to accept the same, considering the relationship.

The First Defendant states that even after repeated request and reminders, the above said persons including the Plaintiff not honored the words and forcing the First Defendant to prefer Police complaints, which are still pending. Meanwhile, the Plaintiff issued a Notice dated 12.09.2023 with false claims and preferred this suit immediately with false premises without giving any time to the First Defendant, in order to thwart the legal courses taken or to be taken by the First Defendant.

As such the averments in paragraphs 1 to 13 of the Plaint are frivolous and an afterthought and further the Plaintiff is not entitled any relief. Hence, the Plaintiff is not entitled to cancellation of above mortgage deed till repayment of outstanding as agreed. The First defendant hereby reserves his right to file/initiate necessary legal proceedings against the above said persons including the Plaintiff at Chennai, where the entire cause of action arose.

The First Defendant herein submit that the averments in Plaint as well as prayers sought for would never arise or lie against the First Defendant due to the facts and reasons stated in this statement supra. There is no cause of action. This Court has no jurisdiction as cause of action, if any, it will be only in Chennai and that-to-in-Madras High Court, which includes pecuniary Jurisdiction. No Proper

Court Fees paid. The prayers sought for by the Plaintiff is not maintainable both in law and facts. The First Defendant herein once again reserves his right to file necessary applications, documents and additional written statements at a later date. Hence, he requested to dismiss the plaint with exemplary costs.

**4) Brief averments of the written statement filed by the 2nd defendant and adopted the same by 3 and 4th defendant are as follows:**

This defendant denies the entire allegations made in paragraph 1 to 8 of the plaint and puts the plaintiff to strict proof of each and every one of them. This defendant submits that the allegations mentioned in the above paragraphs between the plaintiff and the first defendant alone and either this defendant or the defendants 1 and 4 were in no way connected with the alleged affairs said to have been taken place between the plaintiff and first defendant. This defendant further submits that no specific overtacts or any allegations have been laid by the plaintiffs as against this defendant and other defendants and in these circumstances, the defendants 2 to 4 are unnecessary parties to the suit and they have been unnecessarily dragged into the proceedings which are only between the plaintiff and first defendant alone and that too in a case of specific performance of contract between them.

The further allegations made in paragraphs 6 to 11 are also only between the plaintiff and the first defendant only and the defendants 2 to 4 have been

unnecessarily impleaded in the suit.

This defendant is ready and willing to obey the orders of this Honourable court. This defendant was also not aware of the above allegations made in the plaint and the plaintiff is put to strict proof of each and every one of them. This defendant submits that as already submitted no specific averments or overtacts have been attributed by the plaintiff as against the defendants 2 to 4 and the suit against them is liable to be dismissed with costs.

This defendant is adhering the rules and regulations laid down by the Government of Tamil Nadu from time to time and also as per the instructions of the District Registrar is registering the documents submitted by the parties concerned. This defendant further submits that there is no need nor necessity for this defendant to act against the rules of the department and the defendant is discharging his official duties without any remarks. This defendant submits that after only verifying the ownership of the property, value of the property, stamp duty and the witnesses and after enquiring the same, this defendant used to register the document.

This defendant is a statutory body governed by the Rules of Government of Tamil Nadu and to act as per the orders of the Government of Tamil Nadu. This defendant is a registering authority of the documents produced before him by the parties. After verification of the prior title to the properties and other revenue records only, this defendant used to register the documents as per the

Government Orders from time to time. This defendant will obey the orders of this Honourable Court. This defendant is ready and willing to follow the orders issued by this Honourable Court.

There is no cause of action for the suit as against this and the alleged cause of action is a myth. The present suit is devoid of merits, lacks in bonafide and deserves to be dismissed with the costs of this defendant. Hence the defendants requested to dismiss the suit with the costs of this defendants.

**5) Upon perusing the pleadings of both sides, the following issues were framed for trial:**

1	Whether the plaintiff is entitled for the decree as sought for?
2.	Whether there is no cause of action for the suit as alleged by the 1st defendant?
3.	Whether the suit is barred by jurisdiction as alleged by the 1st defendant?
4.	Whether proper court fee is not paid in the suit as alleged by the 1st defendant?
5.	To what other relief the plaintiff is entitled to?

6) On the side of the plaintiff, he examined himself as PW1, and marked as many as 6 documents as Ex.A1 to Ex.A6. On the side of the defendants, 1st defendant examined himself as DW1 and no documents was marked.

**Argument:-**

7) The learned counsel appearing for the Plaintiff would contend that the plaintiff borrowed a sum of Rs.30,00,000/- from the 1st defendant herein on 21.10.2021 to meet out his personal expenses and also on 21.10.2021, he executed a registered mortgage deed infavour of the 1st defendant agreed to repay the same at the rate of interest 18% p.a. on or before 30.03.2023. Thereafter, despite the plaintiff approached the 1st defendant to pay the said mortgage amount alongwith interest and to get discharge the mortgage deed and got back the documents, it was the 1st defendant who did not come forward either to discharge the mortgage loan or return the original title deeds by receiving the mortgage loan alongwith the agreed interest. It is therefore, the plaintiff herein caused a legal notice dated 12.09.2023 to the 1st defendant to cancel the mortgage deed and handed over the original deeds of the property by receiving the mortgage loan amount alongwith interest. But the 1st defendant herein did not come forward either to give a reply or to receive the loan amount. Hence, with no other option he come forward with this suit as against the 1st respondent.

He would further contend that in order to establish the fact of the plaintiff's case, on the side of the plaintiff he examined himself as PW.1 and as many as 6 documents were marked as Ex.A1 to A6 on his side. He would

further submit that the defendant herein taken a defence that the plaintiff alongwith one Roshan Anand received a sum of Rs.40 crore on various occasion and the plaintiff herein executed a mortgage deed for a sum of Rs.30,00,000/- instead of Rs.40 crore that is actual amount received from him. He would further submit that the 1st defendant though took a such defence he did not come forward either to prove the fact a sum of Rs.40 crore borrowed by the plaintiff from him or mortgage deed is not intended to execute for a sum of Rs.30,00,000/-but for Rs.40 crore. He would further submit that the defence of the 1st defendant that the plaintiff borrowed a sum of Rs.40crore , was not established on the side of the 1st defendant and the registered mortgage deed is only concerning with the loan of Rs.30,00,000/- alongwith 18% interest alone.

That being so, the defence taken by the 1st defendant under his written statement the Ex.A1 was executed for a sum of Rs.40 Crore is not sustainable in the eye of law and also he would further contend that though the 1st defendant after a long gap came forward to examine himself as DW1, inspite of several chances given to him, he did not come forward to subject him for cross examination and thereby failed to extend his cooperation to test the veracity of his evidence on the side of plaintiff. Hence, he argued for dismissal of the suit.

**8) Heard. Perused the records.**

**Discussion:-**

9) **ISSUES Nos.1 to 5 :-** It is an admitted fact that the plaintiff herein has executed a registered simple mortgage deed infavour of the 1st defendant under Ex.A1 dated 21.10.2023 for a loan of Rs.30,00,000/-.

10) It is not in dispute that the plaintiff and the 1st defendant herein were acquainted with each other and also it is not in dispute that the plaintiff herein had running cold storage for the grocery items, dry fruits etc., and also it is not in dispute that the title deeds of the suit property are in the possession of the 1st defendant herein. The plaintiff herein has filed this suit for redeeming of the mortgage property by depositing a mortgage amount alongwith interest agreed by him while entering into a admitted mortgage deed.

11) The specific contention of the plaintiff herein is that, though the plaintiff has been willing to redeem the mortgage property by paying mortgage amount alongwith contractual rate of interest, it was the 1st defendant who neglected to receive the said amount and cancel the mortgage deed as agreed under Ex.A1. In this regard, the plaintiff herein has examined himself as PW.1 and as many as 6 documents were marked on his side.

Ex.A1	Simple Mortgage deed executed by plaintiff infavour of 1st defendant on 21.10.2021
Ex.A2	Legal notice dated 12.09.2023 issued by the plaintiff's counsel to the 1st defendant.
Ex.A3	Postal receipt
Ex.A4	Postal track consignment

Ex.A5	Encumbrance Certificate of suit property
Ex.A6	Adhar card of the plaintiff.

12) It is further noted that the plaintiff herein has deposited a sum of **Rs.42,600,000/-** to the credit of this court under CCD Account, i.e. principal and interest of the mortgage amount as agreed under Ex.A1 on the separate application in I.A.No.5/2022 filed by him after giving due notice to the 1st defendant herein.

13) Now the question to be answered here is that whether the plaintiff is entitled for the relief as sought for.

14) It is the specific defence of the defendant that, the plaintiff herein alongwith one Roshan and some others borrowed a sum of Rs.36,97,07,771/- from him and it is further case of the 1st defendant that in such a way there is outstanding of Rs.42,00,00,000/- approximately including interest . In the meanwhile, the plaintiff herein executed a simple Mortgage deed for a sum of Rs.30,00,000/- instead of Rs.40,00,00,000/-. When he questioned about the same, it was the plaintiff who stated that he to do the same, as per the advice of the Auditor considering the tax angle. Though the 1st defendant took such defence absolutely no documentary evidence to substantiate said claim has been produced before this court. Eventhough the 1st defendant herein referred to the name of one Roshan a mutual friend of the plaintiff and himself and he was behind the dealing of huge money transaction held between the plaintiff and the

1st defendant, he did not take any steps to examine that Mr.Roshan to substantiate his case. It is not the case of the defendant that the said Roshan is not in cordial relationship with him or close confidenti of the plaintiff herein. That being so, what prevented the 1st defendant to examine for Roshan either to substantiate his claim or to disprove the claim of the plaintiff on the basis of Ex.A1.

15) Be that as it may, after having closed the evidence on the side of the plaintiff on 13.11.2025, this case, in turn was adjourned on 18.11.2025 for defendants' side evidence as finally. However on that day on the 1st defendants' side at the request of the counsel appearing for him the case was further adjourned on 20.11.2025 as last chance. However on that day instead of taking evidence on his side, 1st defendant herein filed a petition under Order 17 Rule of CPC to adjourn the case. Considering his request, this court was please to allow that petition and granted further time for producing 1st defendant side evidence on 28.11.2025. But on 28.11.2025 also neither the 1st defendant nor his counsel turned up, hence, this court in order to ensure fair opportunity to the 1st defendant once again adjourned the matter to 06.12.2025 with a specific indication that no further adjournment will be granted. However on that day though the plaintiff was presented and the 2 to 4 defendants side reported that no oral evidence, neither the counsel for the 1st defendant nor himself turned up before this court for adducing his evidence. However, to ensure the end of

justice and fair and complete opportunity be given to the 1st defendant, this court once again adjourned the matter on 17.12.2025. However, on that day also neither his counsel nor himself turned up, hence this court once again adjourned the matter on 21.01.2026 with a specific indication that no further adjournment will be granted. However, on that day also he did not turn up, hence, with no other option, this court closed the 1st defendant's side evidence and posted the matter on 30.01.2026 for argument. On that day, on the side of the 1st defendant and his counsel were present and the plaintiff placed his arguments and thereafter, this court adjourned the matter on 02.02.2026 for 1st defendant's side argument. However, on that day, neither his counsel nor himself come forward to place his argument. However once again this court adjourned the matter on 03.02.2026 as finally. On that day also the 1st defendant herein did not come forward to place his argument, hence, this court was after closing the argument of 1st defendant's side, reserved the case for Judgment on 17.02.2026.

16) In such a circumstance, on 16.02.2026 on the side of the 1st defendant, he filed reopen and recall petition alongwith advance hearing petition which was pleased to allow by the order of this court. However on 17.02.2026 on the side of the 1st defendant's side counsel sought for adjournment, hence this court adjourned the matter for producing 1st defendant side evidence on 23.02.2026. On that day, instead of producing witness, 1st defendant filed a petition under Order 17 Rule 1 of CPC requesting further

time to produce the 1st defendant's side evidence. Considering his request this court was pleased to allow the same and the matter was adjourned to 02.03.2026 as last chance. On that day, the 1st defendant present and examined himself on his proof affidavit as DW1 and on that day this case was adjourned to 11.03.2026 for cross-examination of DW1. On that day DW1 did not come forward to subjected himself for cross-examination, on the other hand, the counsel appearing for him reported no instruction and fresh counsel filed a change of vakalath for 1st defendant, hence this court ordered for appearance of DW1 by 13.03.2026 as last chance, Thus, on his request the appearance of DW1 was adjourned on 17.03.2026 with specific indication that no further adjournment will be granted. However, on 17.03.2026 neither the DW1 nor his counsel turned up, hence, the evidence of 1st defendant was closed with an observation that the veracity of the evidence of DW1 will be decided at the time of Judgment. However, once again in order to ensure fair opportunity, this court adjourned the matter on 18.03.2026 for placing argument if any. Though on that day, on the side of the plaintiff, argument was advanced, on the side of the 1st defendant requested time for placing his argument, hence, this court adjourned the mater on 27.03.2026 for advancing argument of 1st defendant's side, as finally. On that day i.e. on 27.03.2026 instead of placing his argument, the counsel appearing for the 1st defendant filed a memo stating that they were going to prefer a revision against the order

of dismissal of this court in I.A.No.8/2025 and hence requested 2 weeks time for producing stay order of our Hon'ble High Court. Considering his request, this court also adjourned the matter to 06.04.2026 for producing order of stay of entire proceeding, but on that day i.e 06.04.2026, no order of stay was produced on the side of the 1st defendant and DW1 also did not turn up before this court.

17) Hence, having considered the act of 1st defendant in protracting the case without any reason on his side, in order to put an end to the above endless adjournments as well as ensure the speedy and fair justice on this case, this court closed the chance for advancing argument on the side of 1st defendant side and reserved the matter for Judgment.

18) At this juncture, it would be appropriated to refer to the right of cross examination of plaintiff as well as the willful delay tactics on the part of the 1st defendant from appearing before this court for subjecting him for cross examination .

*It is well settled law that the object of cross examination are to impeach the accuracy, credibility, and general value of the evidence given in chief, to shift the facts already stated by the witness, to detect and expose discrepancies, or to elicit suppressed facts which will support the case of the cross-examining party.*

*It is well settled law that where a witness did not appear for cross examination after getting himself examine in chief, such non-appearance of the witness for cross examination **would lead to an adverse inference against the trust-worthiness** of his statement made in his examination in chief.*

*The right of cross examination is very salutary right and the rival party would have to be given an opportunity to cross examine the witnesses. The rival party i.e plaintiff herein through testing the veracity of the evidence of DW1 given in chief would show that there is no justifiable ground against him for disputing his pleadings.*

19) Thus, in the case on hand, the plaintiff herein has been deliberately deprived of such an opportunity to cross examine the DW1. Hence, the evidence of DW1 given in chief would no way been given any weightage, thus his evidence in chief cannot be looked into either to accept his case or disbelieve the evidence of the plaintiff. Against this backdrop, it is not correct to say that the 1st defendant herein has established his defence and thereby disprove the case of the plaintiff herein.

20) Above all, even in the course of cross-examination of PW1 also, the 1st defendant herein did not put even a single suggestion that the plaintiff herein received a sum of Rs.40,00,00,000/- and instead of executing a mortgage deed for the said sum alleged in his written statement. That being so, the contention of the 1st defendant is that the plaintiff has borrowed a sum of Rs.40,00,00,000/-

from the 1st defendant at the relevant point of time cannot be believed and accepted.

21) Apart from this, the 1st defendant herein has taken a defence that the suit is barred by jurisdiction and no cause of action and in this regard, he filed a petition under Order 7 Rule 11 of CPC to reject the plaint, but after having heard both sides in detail, this court dismissed the said petition on merit. However, on the side of the 1st defendant no steps was taken either to prefer any revision against the said impugned order.

22) That being so, the order passed by this court on the said I.A. remains unshaken and so far as the other point is concern, the 1st defendant herein has taken a plea that the plaintiff has not paid a proper court fee for filing this suit. In this regard I scanned the calculation of Court fee paid by the plaintiff which does not indicate any error or lesser payment of court fee as alleged by the 1st defendant. Hence, the defence of the defendant in this regard cannot be appreciated, hence the defence taken by the 1st defendant in respect of the alleged improper court fee paid by the plaintiff is deserves to be rejected.

23) Though at the end of the case, it was posted for argument on the side of 1st defendant as finally, filed a memo stating that he was going prefer CRP as against the order passed in I.A.No.8/2025. But they did not produce any order of said CRP which would clearly shows his intention is not for

challenging the order passed by this court in I.A.No.8/2025 which was disposed on 18.09.2025 itself. On the other hand, his only intention to drag on the proceedings. Hence, in order to curtail such a act of abusing the process of law on the side of the 1st defendant, this court delivers the Judgment as follows.

24) Finally, for the above reasons and discussions, this court has no hesitation to hold that the plaintiff has proved his case unequivocally, thus he is entitled for the relief as sought for and thus, the issues are answered accordingly.

**In fine**, the suit is decreed, the Mortgage deed dated 21.10.2021 under Ex.A1 is foreclosed and stands cancelled with a liberty to the 1st defendant to withdraw the amount already deposited by the plaintiff herein and lying in the court deposit by filing necessary application and the Sub Registrar D2 and D3 are hereby directed to make necessary entry regarding the cancellation of deed and both the plaintiff and defendants shall bear their own cost.

This Judgment is dictated to the *Stenographer Grade-I* of this court, transcribed by her in the Computer, corrected and pronounced by me in open Court, this the 07th day of April- 2026.

**Principal District Judge,  
Tiruvannamalai.**

**List of witnesses examined on the side of Plaintiff:**

P.W.1- Tr. Raman (plaintiff)

**List of documents marked on the side of Plaintiff:**

Ex.A1	21.10.2021	Simple Mortgage deed executed by plaintiff infavour of 1st defendant
Ex.A2	12.09.2023	Legal notice issued by the plaintiff's counsel to the 1st defendant
Ex.A3	13.09.2023	Postal receipt
Ex.A4	24.09.2023	Postal track consignment
Ex.A5	22.09.2023	Encumbrance Certificate of suit property
Ex.A6	..	Adhar card of the plaintiff.

Witness examined on the side of the Defendants:

D.W.1 Tr.Abishek (1st defendant)

Documents marked on the side of the Defendants: Nil.

PDJ.

JUDGMENT

O.S.No.213/2023

D.O.D. 07.04.2026