

IN THE COURT OF THE DISTRICT MUNSIF, PONNERI.

PRESENT: Selvi.A.Keerthana, B.A., L.L.B.,
District Munsif, Ponneri.

Monday, the 15th day of December 2025.

EXECUTION PETITION NO.12 OF 2025

IN

Arbitration Case No.1099 of 2017

CNR.No.TNTR20-000155 - 2025

M/s.Shriram City Union Finance Ltd., Represented
by its Authorised Signatory G.Elayaraja

.....Petitioner/Decree Holder

- Vs -

Mr.L.Prabakaran

.....Respondent/Judgment Debtor

This petition came on 26.11.2025 for final hearing before me in the presence of Mr.A.Kannagi, Learned counsel appearing for the Decree Holder. The Judgment Debtor was set exparte. Upon hearing both sides, after perusing the material case records and having stood over for consideration till this day, this Court delivers the following:

ORDER

1. This petition is filed under Order 21 Rules 43 and 64 of CPC to attach and sell the movable property as against the Judgment debtor.

2. CASE OF THE DECREE HOLDER:

The decree holder claims that it is engaged in chit business under the name and style of M/s. Shriram City Union Finance Limited. The judgment debtor had availed a sum of Rs. 62,000/- for a two-wheeler loan. The agreed rate of interest on the loan was 18%, and a promissory note was executed on 12.06.2015. The judgment debtor agreed to repay the loan amount in 24 equated monthly installments of Rs.3,100/-,

commencing from 07.07.2015. The judgment debtor has paid a total of Rs. 31,100/-; however, a balance of Rs. 30,900/- remains due. This includes Rs. 10,715/- towards the principal, Rs. 10,715/- towards interest from 07.02.2017, and Rs. 9,500/- towards banking charges, amounting to a total of Rs. 51,115/-. Due to the default in payment, the petitioner initiated proceedings before the Deputy Registrar of Chits, resulting in an award dated 13.10.2017 against the judgment debtor. Given the respondents' failure to settle the award amount, the petitioner has now filed this petition.

3. Despite granting sufficient opportunity to the judgment debtor, counter was not filed, and hence he was set ex-parte on 18.11.2025.

4. **Point for consideration:**

Whether this petition is to be allowed or not.

5. **Evidence:**

Neither the petitioner nor the respondent has placed any oral or documentary evidence before this court.

6. **Discussion and Findings:**

6.1. Heard. Records perused. The Decree Holder submits that it is a public limited company carrying on business under the name and style of "Sriram City Union Finance Ltd." It had granted a two-wheeler loan to the respondent, who has failed to repay the same. The Decree Holder further submits that it holds a valid arbitration award in its favour for a sum of Rs. 51,115/-, along with interest at the rate of 18% per annum from 13.10.2017 till the date of filing of the petition, and an additional cost of Rs.1,250/-. Consequently, the total amount due and payable by the Respondent to the Petitioner, inclusive of interest and costs, amounts to Rs. 97,450/-. The Petitioner, being in possession of a valid award, seeks to enforce the same by filing the present petition.

6.2. Furthermore, the Judgment Debtor has failed to appear before this Court or to inform whether any appeal or revision has been preferred against the award passed in Arbitration Case No.1099 of 2017, dated 13.10.2017. In the absence of any such representation or appearance, this Court, under the reasonable presumption afforded by Section 114 of the Indian Evidence Act, presumes that no appeal or revision has been filed by the Judgment Debtor and is inclined to draw an adverse inference against the Judgment Debtor. It is also necessary to mention here that the Respondent/Judgment Debtor had defaulted in appearing before the Arbitral Tribunal as well.

6.3. This Court is of the considered view that, in order to enable the Decree Holder to realize the fruits of the award and in the interests of justice, the present petition has to be allowed. Accordingly, the point for determination is answered in favour of the Decree Holder.

7. Result :

In the result, this Execution Petition is hereby allowed. Attach by 23.01.2026. Payment of Batta in 3 days. Call on 23.01.2026.

Directly typed by me in my official laptop, corrected and pronounced by me in the open Court on this 15th day of December 2025.

District Munsif,
Ponneri.

DECREE HOLDER AND JUDGMENT DEBTOR SIDE WITNESSES AND
EXHIBITS: NIL.

District Munsif,
Ponneri.

Fair/ Draft Order
E.P.No.12/2025
ACP.No.1099/2017
Date:15.12.2025
DMC, PNI.