

**IN THE COURT OF I ADDITIONAL DISTRICT AND SESSIONS JUDGE,  
VELLORE, VELLORE DISTRICT.**

**PRESENT: Tmt. G. Santhi,  
I Additional District and Sessions Judge,  
Vellore.**

On Wednesday, the 17<sup>th</sup> day of December, 2025

**E.P.No.4/2019 in MCOP.No.412/2002**

1. Lakshmi  
2. Balakumar ... Petitioners/Decree Holder 3,4  
/Vs/

1.D.Palani  
2. The New India Assurance Company Limited,  
rep. by the Divisional Manager,  
Officers Line,  
Vellore-1 ... Respondents/Judgment Debtors 1,2

3. Rangan  
4. Rangammal ... Respondents/Decree Holder 1,2

This petition is coming up for final hearing before this Court on 03.12.2025 in the presence of Thiru.S.S.Dharmaraj, Advocate for the Petitioners and Thiru.K.Umasankar, Advocate for the Respondents and upon perusing the entire case records and having stood over for consideration till this day, this Court delivered the following:-

**ORDER**

Petitioner filed this petition under Order 21 Rule 43,64 & 66 of CPC attach schedule mention movables Under Order XXI Rule 43 of CPC 1908 for realization of

the award amount failing which this Hon'ble Court may be pleased to sell the same Under Order XXI Rules 64 and 66 of the CPC.

2. This EP filed to execute the decree dated 18.12.2008 and CMA order 24.02.2014. As per the above application the award amount is Rs.12,20,660/- interest on Rs.12,20,660/- at the rate of 7.5 % from 25.09.2002 to 12.12.2018 is Rs.16,67,462/- total Rs.28,88,132/-. The amount already deposited Rs.8,47,992/- balance amount Rs.20,40,140/- with other fees and costs, this EP filed for total sum of Rs. 20,59,352.50/- .

3. In the above EP the appellant prays to attach schedule mentioned movable properties. The above application is pending from 2019. During pendency the JD deposited the amount of Rs.11,08,896/-.

4. On hearing the learned counsel for petitioner stated that he is entitled to get interest for default period where as the learned counsel for JD argued that the petitioner not entitled to get interest for the default period.

**Calculation memo filed on behalf of Insurance Company :**

5. On behalf of R2 calculation memo filed on 16.12.2022, R2 stated that the petitioner calculated the amount of interest from 25.09.2000 to 13.02.2020. But the respondent calculated the interest from 18.07.2019 to 11.10.2019.

6. Both side stated that the default period is the dispute whether the petitioner is entitled to get interest or not?

7. Further it is stated that the cost of Rs.14,182/- already added in the EP petition. Hence the petitioner is not entitled to claim Rs.5000 towards advocate fee.

8. Further it is stated that the petitioner not deducted the TDS amount of Rs. 68,074/- and R2 stated that this 2nd respondent no need to pay the amount as per calculation memo of the petitioner.

**Objection memo filed on behalf of DH No.3 & 4 on 22.08.2024 :**

9. Whereas the respondents/DH No.3 & 4 filed objection memo for calculation memo filed by the 2nd respondent/2nd JD. He denied the calculation memo filed on behalf of DH No.3 & 4 as false. and it is stated that the DH No.3 & 4 had calculated interest for Rs.12,20,660/- from 25.09.2000 to 13.02.2020 which is erroneous. It is stated that DH NO.3 & 4 had not deducted the interest for the dismissed for default period from 25.04.2005 to 28.02.2006 and the petitioners /DHs No.3 & 4 had not deducted the TDS amount of Rs.68,074/- and TDS on interest Rs.10.3 % of Rs.2,58,442/- which comes to Rs.26,620/-. And stated that all those things are not correct.

10. And the respondent narrated the deposit of amount in various dates.

**Another affidavit filed on behalf of 2nd respondent:-**

11. In which the respondent stated that in this affidavit also the respondent narrated the objection as narrated in the above objection memo. Even in this application also the disputed point is that as per the R2, petitioners calculated including the interest on Rs.12,20,660/- from 25.09.2000 to 13.02.2020 which is erroneous and stated that petitioners had not deducted the interest amount for the dismissed for default period from 25.04.2005 to 28.11.2006. And also had not deducted TDS amount.

12. Now the point has to be decided is that whether the petitioner is entitled for the interest for the default period from 25.04.2005 to 28.11.2006 ?

13. The petitioner argued that he is entitled for interest for the default period when the absence of speaking order in the judgment. He relied the following citation, The United India Insurance vs Santhi on 03.07.2024 in CRP No.4343/2022 and CMP No.22894/2022 in which the Hon'ble High Court observed as follows:

14. In the view of above citation in the absence of speaking order not allowing interest for default period, this petitioner is entitled for interest for default period also.

15. Accordingly, this Court ordered to pay the interest amount to the petitioner/DH for calculation interest for the default period also as per rules.

As per the M.C.O.P. Order, the amount payable to the petitioner is Rs.20,59,352.50/-. After deducting the amount already deposited, namely Rs.11,08,896/-, the remaining balance amount payable, together with interest, comes to Rs.10,61,548/-.

As a result, this Execution Petition is allowed. The Judgment Debtor / 2nd respondent is directed to pay and deposit the balance amount of Rs.10,61,548/-, with interest for default period, after adjusting any amount already deposited, within 10 days.

Dictated by me to the Steno-typist, typed by her in computer, corrected and pronounced by me in the Open Court, this, the 17<sup>th</sup> day of December 2025.

I Additional District and Sessions Judge,  
Vellore.