IN THE CITY CIVIL COURT AT CHENNAI
Present: S. BASKARAN, M.A., B .L.,

XXII Assistant Judge

Thursday ,the 09th day of January 2025

O.S.No.59 of 2024

(CNR.NO.TNCH01-052067-2023)

Mr.P. Manikandan
S/o. Mr. Palaiyan,
No.2/298, Vayakattuthoppu, Thambikottai, Vadakadu,
Thambikotai, Thanjavur,
Pattukotai- 614 704 **.....Plaintiff**

/Vs/

Navi Finserv,
The Manager recoveries- App Based Loan Division,
5th Floor , LKS Towers, 2nd Ave, AB Block,
Shanthi Colony, Anna Nagar,
Chennai- 600 040 **..... Defendant**

This suit coming on today before me in the presence of Mr. J.J.R. Edwin, C.Seemon and C.Obed John learned counsels for plaintiff and M/s. N.Sasank Iyer learned counsels for defendant and the Petition Under the Section 8 of the Arbitration and Conciliation Act (I.A. No.2/2024) was filed by the Defendant and the same was allowed by this court and upon perusal of the records, documents and having stood over for consideration till this day, this court delivers the following:

JUDGMENT

Suit is filed under Order VII Rule 1 of CPC for permanent injunction restraining the defendant, its agents, servants or any other person on behalf of the defendant in any manner from interfering with the peaceful life of the plaintiff, under the guise of collecting money without due process of law and for cost.

2. Brief of the plaint runs as follows:

1. The plaintiff contended that he had availed a APP based Loan of Rs.2,00,000/- from the defendant vide loan account NO. 016913913 and the plaintiff was regular in paying the dues by which the plaintiff had paid more than Rs.1,80,000/- for which petitioner client have accounts to prove the same. The plaintiff contended that all of sudden, the defendant herein demanded through its notice a sum of Rs.20,000/- to be paid towards balance overdue interest, penal interest, default interest, interest tax charges, late fees, inspection charges, collection charges, breakfast, lun through its first grade agents and second grade agents, who are all nothing but rowdy elements.

2. The plaintiff contended that the defendant herein deputed these agents cum rowdy elements in the name of collecting agents having colorful visiting cards and threatened the plaintiff to depart with furniture's fixtures, jewels and fans to the extent of Rs.20,000/- from the plaintiff residence if the plaintiff does not clear the entire amount immediately. The plaintiff contended that he is willing to pay the actual balance amount of Rs.2,000/- as on time settlement. The plaintiff contended that the plaintiff issued a legal notice dated on 20.11.2023 requesting the defendant not to present ECS cheques on saving account and that the same was acknowledged by the defendant. The plaintiff contended that the defendant through its collection agents demanded the plaintiff bank cheques for payment and applied force to collect the blank cheques and pronote from the plaintiff.

3. The plaintiff contended that by a demand notice/legal notice the plaintiff asked the defendant for a detailed statement of accounts about the personal loan of the plaintiff's genuine repayment and of the details illegal interest and service charges for which the defendant had not bothered to render the statement of account to the plaintiff. The plaintiff contended that the defendant is trying to disturb the plaintiffs peaceful life illegally through external force and that the defendant is trying to get the undue claim amount without due process of law. The plaintiff contended that the plaintiff is a bonafide person without any legal liability to the defendant. The

defendant has no right to disturb the plaintiff peaceful life the alleged undue amount immediately through rowdy elements. If the plaintiff is threatened the peaceful life out of the plaintiff, the plaintiff will be put into much hardship and the plaintiff will not be able to live peaceful life. The plaintiff submits that the claim of the defendant is time barred under the limitation act and defendant can claim the amount from the plaintiff within 3 years from the date of loan and also only in this plaint as under counter claim by paying the appropriate court fee otherwise any claim by the defendant shall be time barred within 3 years from the date of the loan. Hence the suit.

4. Summons served on the defendant and the defendant had entered appearance through their counsel. The defendant also filed petition Under Section 8 of Arbitration and Conciliation Act 1996 and the same was allowed.

5. The only point for consideration is whether the plaintiff is entitled to get the suit relief or not?

<u>Point:</u>

6. Heard. Perused the documents. The suit has been filed by the plaintiff as against the defendant for for permanent injunction restraining the defendant, its agents, servants or any other person on behalf of the defendant in any manner from interfering with the peaceful life of the plaintiff, under the guise of collecting money without due process of law and for cost.

7. It is alleged by the plaintiff that he had obtained the loan from the defendant bank and a dispute has been arisen between the plaintiff and defendant with regard to repayment of personal loan amount by the plaintiff. It is alleged by the plaintiff that the defendant had threatened him by collection agents under the pretext of collecting loan amount. So the plaintiff had initiated this suit as against the defendant. After entered appearance the defendant had filed petition under section Section 8 of Arbitration and Conciliation Act 1996 and request this court to refer the matter to arbitration and thereby dismiss this suit.

8. The said petition filed by the defendant was numbered as I.A.No.2/ 2024 and the same was allowed. As per the Personal loan agreement Clause No.8.3 there exist an Arbitration Clause and as per the arbitration clause any dispute which was arised between the parties shall be referred to arbitration. So, as per the agreement the disputes between the parties shall be resolved only through arbitration. Since there exist an Arbitration Clause and the dispute shall be resolved only through arbitration, the plaintiff could not seek any remedy before this court. In the view of the petition filed by the defendant in the I.A.No.2/2024 for referral of the case to arbitration was allowed this court could not entertain this suit.

In the result, the suit is hereby dismissed. No cost.

Dictated to the Steno-typist transcribed, typed by him, corrected and pronounced by me in open court on this the 09th day of January 2025.

BASKARAN S Digitally signed by BASKARAN S

XXII Assistant Judge,
City Civil Court, Chennai

Plaintiff Side Witnesses and Exhibits: Nil

Defendants side Witness and Exhibits: Nil

BAS KA Digitally signed by BASKARAN S

XXII Assistant Judge,
City Civil Court, Chennai

Fair/Draft Judgment
O.S.No. 59 of 2024
Date: 09.01.2025
XXI1Assistant Court