IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 15.09.2023

PRONOUNCED ON : 22.12.2023

CORAM:

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

C.S.No.413 of 2017

N.Umayal Achi ...Plaintiff

..Vs..

1. DBS Bank of India Limited
   by its Manager, Chennai-20

2. M.Rajanarayanan (deceased)

3. The Reserve Bank of India, by its
   Regional Director, Chennai-1

4. Uma Raja

5. Nagini ...Defendants

Prayer:- This Civil Suit has been filed, under Order VII Rule 1 of CPC read with Order IV Rule 1 of the Original Side Rules, for the reliefs as stated therein.

For Plaintiff : Mr.PL.Narayanan, SC for Mr.E.Hariharan

For Defendants : Mr.R.Umasuthan-D1

JUDGMENT

This Civil Suit has been filed, seeking a judgement and decree, for the following reliefs:-

(a) Declaration that the pledge/lien/charge or any form of security created in favour of the 1st Defendant over the Plaintiff's fixed deposits more fully described in the Schedule hereunder is unenforceable in law, null and void and not binding on the Plaintiff and direction to the 1st Defendant to return the Plaintiffs' original fixed deposit receipts more fully described in the Schedule to the Plaintiff.

(b) Direction to the 1st Defendant to render true and proper accounts to the Plaintiff in respect of the interest accrued less taxes if any in the aforesaid fixed deposits from the initial date of deposit till final payments thereof to the Plaintiff.

(c) Costs of the suit.

2. The case of the Plaintiff, as set out, in the plaint is as follows:-

(i) The 1 Defendant Bank canvassed for mobilizing fixed deposits through the 2nd Defendant, who is a former employee of Global Trust Bank which merged with Oriental Bank of Commerce. The Plaintiff invested Rs.1,00,00,000/- Rs.1,00,00,000/- and Rs.1,40,04,000/- bearing FDR Nos.3804, 3817 and 3820 respectively, by pay order No.568099 dated 03.12.2010 after sale of her equity shares held in Ambadi Estates Limited with the 1st Defendant Bank. Her family members and family trust were also holding various fixed deposits for various amounts with the 1st Defendant Bank. The 1st Defendant Bank promised to pay interest @ 0.5%. The rate of interest would be at the prevalent rate of interest as laid down by the 1st Defendant Bank within the RBI's parameters. Interest accrued was to be accumulated and added on to the fixed deposits once in three months. After such addition, once in three months, the principal amount will get enhanced by addition of the quarterly interest referred to above and it was asked to be accumulated. The Plaintiff deposited to the tune of Rs 3,40,04,000/- on 06.12.2010, by completing three applications. The 2nd Defendant renewed the deposits receipts in 2011, 2012 and returned the fixed deposit receipts. During the 1st week of December 2013, the original fixed deposit receipts were taken from the Plaintiff by the 2nd Defendant for renewing them. However after so renewing, the fixed deposit receipts were not returned to the Plaintiff either by the Bank or by the 2nd Defendant. Due to advanced age, both the Plaintiff as well as her husband did not immediately seek for the renewed original three fixed deposit receipts for the period 2013-2014. Her eldest son N.Sathappan during October, 2011 was in requirement of a sum of Rs. 1,40,00,000/- and the said requirement was proposed to be borrowed by pledging the Plaintiff's one of the fixed Deposits with the 1st Defendant Bank to an extent of Rs.85,00,000/-. The 1st Defendant Bank in collusion with the 2nd Defendant had dishonestly created borrowings against the Plaintiff's fixed deposits with the 1st Defendant. Hence, her son's request to borrow money against Plaintiff's one of the fixed deposits with 1st Defendant Bank was not possible. The 1st Defendant Bank brought about a pledge over the two family Trust fixed deposits and transferred to the Plaintiff's son N.Sathappan's Indian Overseas Bank, Santhome Branch, Current Account No.010802000000951, a sum of Rs. 45,00,000/- on 21.10.2011 and on the next day Rs. 37,50,000/- and in all Rs. 82,50,000/- by RTGS.

(ii) The money has emanated from a fraudulently opened savings bank account in the name of the Plaintiff bearing No.044130100001l914 opened on 08.12.2010 using the forged signatures of the Plaintiff. The Defendants 1 and 2 have diverted the fixed deposits interest payment into the said savings account contrary to the Plaintiff's instructions and contrary to the arrangement of accumulation of interest. The fixed deposits, which were sent for renewal in the 1st week of December 2013 has been concealed. The Defendants have withdrawn all the monies and the loan proceeds were paid into the fraudulently created said savings Bank Account by using fraudulent cheques. The siphoning of monies have taken place primarily at the behest of the 1st Defendant's bank officials. The 1st Defendant Bank's officials have opened the said account with the collusion of the 2nd Defendant and these conspirators have started a proprietary concern in the name of the 2nd Defendant's wife's restaurant called Nithyakalyana Bhavan and Caterers and the monies have gone into the said account. KYC compliances have been brushed aside. The 2nd Defendant collected all the interest monies to the extent of Rs.28 lakhs. The said 1st Defendant Bank officials and the 2nd Defendant have misappropriated the aforesaid funds of Rs.28 lakhs. When N.Sathappan later on contacted the 1st Defendant Bank, he was provided with two passbooks, which carries two different addresses. The 1st Defendant Bank and its officials were negligent in not monitoring the situation and allowing a depositors' monies to be siphoned off in the manner stated above. The Third Defendant has miserably failed in its supervision and control over the 1st Defendant Bank's activities and therefore, the 3rd Defendant is also equally liable.

(iii)When the 2nd Defendant was not in station, the Plaintiff's son went to pay the interest in the month of May 2013, he was informed by the Bank Employee that the other FDs of the family might also be under lien in respect of further borrowings by the deposit holders. However, the Plaintiff did not suspect, in view of the fact that Income Tax Form-16A were regularly delivered to the Plaintiff at that time, thus indicating that the interest has been paid and accumulated. The 1 Defendant Bank officials did not furnish any information. On 11.03.2014, the Plaintiff's Family Trust viz., S.RM.S.Narayanan Religious Trust through its Managing Trustee addressed a letter to the 1st Defendant Bank enquiring about non-crediting of quarterly interest into its savings bank account. This letter was not replied. Once again, on 07.04.2014, the Trust wrote another letter to which also there was no reply. On 25.03.2014, the 1st Defendant Bank cited the fraudulent savings bank account no. viz., the aforesaid 11914 alleging that it would become a dormant account as it was inoperative for more than 12 months. On 07.04.2014, the Plaintiff wrote a letter to the 1st Defendant Bank. In view of the content of the said letter, it could be a mistaken letter as she had never opened a savings account with the 1st Defendant Bank as alleged in the said letter. However, she sought for copy of all the relevant papers and after that she would respond to the 1st Defendant letter dated 25.03.2014. The 1st Defendant Bank sent a letter to the Plaintiff dated 16.04.2014 asking the Plaintiff to go to the bank to see the relevant documents. Thereafter, the Plaintiff sent a reply dated 17.04.2014 asking the 1st Defendant Bank to depute a bank official to her residence with the copies of the relevant documents. But, the 1st Defendant Bank officials did not respond. The cause of action arose only in April, 2014 and until then, there was no invasion of Plaintiff's right to the fixed deposit principal and accrued interest thereof and there was no clear and unequivocal threat to compel the Plaintiff to initiate any action. Thereafter, though the Plaintiff moved the National Consumer Disputes Redressal Forum, New Delhi in A.No.387 of 2015, he intended to drop the said consumer proceedings. Prior to the said consumer complaint, the Plaintiff's husband lodged a police complaint on 08.10.2014 and a FIR has been registered on 10.10.2014 by the Central Crime Branch, Chennai in

Crime No.420 of 2014 and investigation is pending. If there is any charge/lien over her fixed deposits, the same will not bind her.

(iv) The 2nd Defendant's collusive and dishonest conduct was condemned by his father and he had volunteered to execute a sale deed in respect of his house property at Nungambakkam and conveyed the same to the Plaintiff on 19.09.2013 bearing Document No.463 of 2013 on the file of Joint-II Sub-Registrar, Chennai Central, by a registered sale deed valued at Rs.3,18,00,000/-. The Sub Registrar refused to entertain the sale deed for registration unless there be some recital about consideration and he suggested a gift deed to be executed. As gift deed would cause income tax difficulties, the sale deed was accepted by the Plaintiff's husband to meet out the other liabilities. A recital with no real intention was incorporated to the effect, by citing the consideration to be in partial discharge of the liabilities following the 2nd Defendant's unauthorized dealing of the Plaintiff's and her family members fixed deposits with the two banks viz., City Union Bank and the 1" Defendant Bank. Though there is such an aforesaid recital in the above said sale deed, the Plaintiff's husband was free to deal with the property in adjustment of any liabilities, loss and damages brought about by the 2nd Defendant in collusion with the 1st Defendant Bank officials, but the Plaintiff's husband had applied the sale consideration of Rs.3,58,56,000/-, after he had sold the house to the third parties in respect of the liabilities brought about by the 2nd Defendant in collusion with the City Union Bank officials in respect of the fixed deposits held in City Union Bank. The Plaintiff or her family members have not received even a single penny in respect of the fixed deposits held in the 1st Defendant Bank.

(v)The 1st Defendant Bank ought to have found out the irregularities and the commission of offences by its officers and should have immediately sorted out the matter. The 1st Defendant Bank is in possession of all the records. The 1st Defendant Bank Superior Officials and internal auditors have acted very negligently and in fact even abdicated their duty in this matter. The 1st Defendant Bank ought to have arranged for payment of the fixed deposits maturity amount from the date of deposit till the date of the legal notice issued by the Plaintiff, that is on 05.12.2014 whilst ignoring the alleged loans availed in the name of the Plaintiff as against her fixed deposits referred to above, but the 1st

Defendant Bank failed to do so. The Defendants have issued a vexatious reply notice dated 03.01.2015 simply denying the content of the legal notice issued by the Plaintiff. The Plaintiff was shocked to receive the information that the Plaintiff's fixed deposits referred to above were allegedly pledged and the entire fixed deposits proceeds were withdrawn by the Defendants. The fixed deposits are deemed to have been renewed on the same terms and conditions until this date and in the future until the Plaintiff realizes her fixed deposits proceeds and the 1st Defendant cannot contend otherwise. In such circumstances, this Civil Suit has been filed, seeking the reliefs, as stated above.

3.The case of the 1st Defendant, as set out in their written statement, is as follows:-

(a) The suit has been filed as a counterblast to OA.No.196 of 2017 filed by the 1st Defendant against the Plaintiff and the 2nd Defendant for recovery of a sum of Rs.65,43,408.28/- with interest at the rate of 19.40% per annum. Both the 1st Defendant and the Plaintiff have filed their respective proof affidavits and written arguments in the above OA.No. The issue, which is the subject matter of adjudication in the above suit is already seized up on the file of DRT-II Chennai. The Plaintiff has willfully suppressed the above facts. The Plaintiff placed the aforesaid fixed deposit of Rs.3,40,04,000/-with the 1st Defendant through her agent, the 2nd Defendant. The 1st defendant was due and liable to pay interest calculated at the rate of 9.50% per annum, to the Plaintiff under the aforesaid fixed deposit. The Plaintiff had opened Savings Bank Account No.11914 with them on 08.12.2010, for the purpose of receiving interest from the 1st Defendant under the aforesaid fixed deposits. The Plaintiff borrowed a sum of Rs.3,01,85,000/- from the 1st Defendant, against the pledge of the said fixed deposit by three applications dated 29.01.2011, 30.06.2011 and 25.08.2011 for R.90,00,000/-, Rs.89,50,000.00 Rs.1,22,35,000/- respectively. The Plaintiff was due and liable to repay the said loan amount to them together with interest calculated at the rate of 19.40% per annum. The Plaintiff deposited all the aforesaid original fixed deposit receipts with them and pledged the same towards security for prompt and due repayment of the said loan amount along with interest accrued thereon. The Plaintiff was regular in servicing interest under the aforesaid loan account upto June 2013. Thereafter, the Plaintiff committed default in repayment of interest. Hence, the 1st Defendant adjusted the interest payable by them to the Plaintiff on the fixed deposit against the interest liability of the Plaintiff to them, under the aforesaid loan account. When the 1st Defendant called on the Plaintiff to discharge her liability, the Plaintiff made false claims as if the 2nd Defendant had cheated her.

b)The Plaintiff vide her notice dated 05.12.2014, called upon them to repay the fixed deposit amount, by denying her liability under the loan facility availed by her against pledge of said fixed deposits. The bank rejected the demand of the Plaintiff and called upon the Plaintiff to discharge her liability vide their notice dated 03.01.2015. Admittedly there had been interse dispute between the Plaintiff and the 2nd Defendant with regard to the financial transactions and the interse dealings between the Plaintiff and the 2nd Defendants were not binding on the Bank. These disputes between the Plaintiff and the 2nd Defendant had also been settled and the 2nd Defendant has also transferred his immovable property to the husband of the Plaintiff, towards full and final settlement. However, the Plaintiff is evading the discharge of her liability to the 1st Defendant, alleging that the loan amount in question was not utilized by her. Hence, her loan account was classified as NPA. The Plaintiff also failed and neglected to comply with the demand of the 1st Defendant as stated in their letter dated 03.01.2015. Hence, the 1st Defendant adjusted the fixed deposit amount of Rs.3,40,04,000/- against the liability of the Plaintiff to them under the aforesaid loan accounts on 12.11.2015. After adjusting the fixed deposit, the Plaintiff is still due and liable to pay a total sum of Rs.65,43,408.28/- with interest calculated at the rate of 19.40% per annum. As the Plaintiff had been evading the discharge of her liability to them, the 1st Defendant filed OA No. 196 of 2017 on the files of DRT-II, Chennai for recovery of sums and the said OA.No.196 of 2017 is now posted for orders. Hence, the 1st Defendant reserves their right to file counter claim against the Plaintiff, subject to the outcome of the above OA.No.196 of 2017. Subject to the outcome of the final order to be passed in OA.No.196 of 2017, the 1st Defendant reserves their right to file additional written statement and counterclaim against the Plaintiff. The above suit is an abuse of process of law and suffers from wanton suppression of facts and willful misrepresentation. In such circumstances, the suit is liable to be dismissed.

4.On the pleadings of the parties, the following issues were framed:-

(1)Whether the Plaintiff placed fixed deposits as claimed, with the 1st Defendant ?

(2)Whether the Plaintiff availed a loan amount of Rs. 3,01,85,000/- from the 1st Defendant against the pledge of the said fixed deposits?

(3)Whether the Plaintiff committed default in repayment of the principal and interest to the 1st Defendant?

(4)Is the 1st Defendant Bank justified in adjusting the fixed deposit amounts against the liability of the Plaintiff to them on 12.11.2015?

(5)Whether the 1st Defendant is liable to return the Plaintiff's original fixed deposit receipts morefully described in Schedule to the plaint?

(6)Whether the 1st Defendant is liable to render true and proper accounts to the Plaintiff in respect of the interest accrued, less taxes if any, in the schedule mentioned fixed deposits from the initial date of deposit till final payments thereof to the Plaintiff?

(7)Whether the 1st Defendant is liable to pay the costs of the suit?

5.On the side of the Plaintiff, Ex.P1 to Ex.P22 were marked and PW.1 and PW.2 were examined. On the side of the Defendants, Ex.D1 to Ex.D3 were marked and DW.1 was examined.

6. Heard both sides and perused the materials available on records.

Issue Nos.1 to 6

7. The learned counsel for the plaintiff would submit that the Plaintiff deposited to the tune of Rs 3,40,04,000/- on 06.12.2010 and subsequently it has been renewed. However after so renewing, the fixed deposit receipts were not returned to the Plaintiff either by the Bank or by the 2nd Defendant. Due to advanced age, both the Plaintiff as well as her husband did not immediately seek for the renewed original three fixed deposit receipts.

8. It has been further submitted that the 1st Defendant Bank in collusion with the 2nd Defendant had dishonestly created borrowings of Rs.3,01,85,000/- against the Plaintiff's fixed deposits with the 1st Defendant. The money has emanated from a fraudulently opened savings bank account in the name of the Plaintiff bearing No.04413010000011914 opened on 08.12.2010 using the forged signatures of the Plaintiff. The Defendants 1 and 2 have diverted the fixed deposits interest payment into the said savings account contrary to the Plaintiff's instructions and contrary to the arrangement of accumulation of interest. The fixed deposits, which

were sent for renewal in the 1st week of December 2013 has been concealed. The Defendants have withdrawn all the monies and the loan proceeds were paid into the fraudulently created said savings Bank Account by using fraudulent cheques. KYC compliances have been brushed aside. Hence, the 1st Defendant Bank officials and the 2nd Defendant have misappropriated the aforesaid funds of Rs.28 lakhs.

9.The learned counsel for the plaintiff would submit that the defendant didn't produce single document relating to the alleged deposit loan transaction. DW1 says it is not necessary to produce in this suit, as they have been produced before the DRT proceedings.

10. The learned counsel for the plaintiff would further submit that it cannot be considered that there is an admission of availing of loan while exhibit D3- sale deed has been admitted. The fixed deposits are deemed to have been renewed on the same terms and conditions until this date and in the future until the Plaintiff realizes her fixed deposits proceeds and the 1st Defendant cannot contend otherwise. Thus, he seeks this Court to allow the suit as prayed for with costs.

11.Even though the plaintiff made allegations against the 1st defendant that the entire transaction in opening of S.B.Account against F.D. Deposit and the loan and interest transaction on F.D has been done by forging signature of the plaintiff in a fraudulent manner. However, the plaintiff has not proved the same by way of oral and documentary evidence.

12. The learned counsel for the 1st defendant would submit the suit has been filed as a counterblast to OA.No.196 of 2017 filed by the 1st Defendant against the Plaintiff and the 2nd Defendant for recovery of a sum of Rs.65,43,408.28/- with interest at the rate of 19.40% per annum. Both the 1st Defendant and the Plaintiff have filed their respective proof affidavits and written arguments in the above OA.No. The issue, which is the subject matter of adjudication in the above suit, is already seized up on the file of DRT-II Chennai. The Plaintiff has willfully suppressed the above facts.

13.It has been further submitted that the Plaintiff placed the aforesaid fixed deposit of Rs.3,40,04,000/-with the 1st Defendant through her agent, the 2nd Defendant. The 1st defendant was due and liable to pay interest calculated at the rate of 9.50% per annum, to the Plaintiff under the aforesaid fixed deposit. The Plaintiff had opened Savings Bank Account No.0441301000011914 with them on 08.12.2010, for the purpose of receiving interest from the 1st Defendant under the aforesaid fixed deposits. The Plaintiff borrowed a sum of Rs.3,01,85,000/- from the 1st Defendant, against the pledge of the said fixed deposit by three applications dated 29.01.2011, 30.06.2011 and 25.08.2011 for R.90,00,000/-, Rs.89,50,000/- Rs.1,22,35,000/- respectively. The Plaintiff was due and liable to repay the said loan amount to them together with interest calculated at the rate of 19.40% per annum.

14.The learned counsel for the 1st defendant would further submit that the Plaintiff deposited all the aforesaid original fixed deposit receipts with them and pledged the same towards security for prompt and due repayment of the said loan amount along with interest accrued thereon. The Plaintiff was regular in servicing interest under the aforesaid loan account upto June 2013. Thereafter, the Plaintiff committed default in repayment of interest. Hence, the 1st Defendant adjusted the interest payable by them to the Plaintiff on the fixed deposit against the interest liability of the Plaintiff to them, under the aforesaid loan account. When the 1st Defendant called on the Plaintiff to discharge her liability, the Plaintiff made false claims as if the 2nd Defendant had cheated her.

15.It has been further submitted that the said suit is a frivolous suit filed by the plaintiff with the ulterior motive to evade her liability to the plaintiff in O A No. 196 of 2017, pending on the files of DRT-II, Chennai, now transferred to the files of DRT-III, Chennai under T.A No. 780 of 2023 and stands posted to 12.11.2023. While so, the plaintiff cannot sustain the above suit on identical issues. Hence the above suit is liable to be dismissed with exemplary cost.

16. The learned counsel for the 1st defendant would further submit that the suit relief in question arises out of the banking between the plaintiff and the 1 defendant as defined under sec 2(g) of the RDB Act, 1993. In so far as a dispute as between a borrower and bank, in such instances, the bank can lay the claim on the borrower under sec 19 (1) of the RDB Act and the borrower is entitled to repudiate the claim and/or lay Counter Claim under sec. 19(8) of the RDB Act. Further, the jurisdiction of the Civil Court in this regard stands ousted under sec. 18 of RDB, Act. In as much as the plaintiff in the above suit has already participated in the

proceedings initiated by the 1st defendant bank on the files of DRT, the suit needs to be dismissed.

17.It has been further submitted that the plaintiff has disputed her Fixed Deposits Loan availed from the 1st defendant by way of claiming that the deceased 2nd defendant (who was the Manager / Agent of the plaintiff for the purpose of dealing with the 1st defendant) exceeded his authority. In so far as the inter-se dispute as between the plaintiff and deceased the 2nd defendant, the plaintiff has resolved the same through Exhibit D3- Sale Deed executed in favour of her husband for consideration of Rs. 3,18,00,000/- at free of cost. The plaintiff cannot maintain the above suit, contrary to the undertakings made by her and the sprit of Exhibit D-3.

18.On perusing the Ex.D3, it contains the following recitals:

"Whereas the Vendor's eldest son Rajanaryanan has without authority dealt with the fixed deposits held in City Union Bank and Lakshmi Vilas Bank by the Purchaser and his family members as well as family trust and in the process had pleadged the fixed deposits consequent to which the Vendor has come forward to facilitate the discharge of the

loans availed against the fixed deposits of the purchaser, his family trust and family members by permitting the sale consideration to be paid to the said two banks in partial discharge of the said loans availed by his eldest sons Rajanaryanan from the said banks."

From the aforesaid recitals, it is seen that the father of the 2nd defendant has executed the Ex.D3 in favour of the plaintiff's husband to facilitate the discharge of the loans availed by the 2nd defendant against the fixed deposits of the purchaser, who is the plaintiff's husband, his family Trust, and Family members held in City Union Bank and Lakshmi Vilas Bank. However, the plaintiff has not produced any oral and documentary evidence to prove that which bank loan has been settled by the plaintiff's husband by way of Ex.D3. Further, since Ex.D3 was executed to settle the loan held in both Bank and the issues are subject matter before the DRT-II, these issues cannot be considered at this stage.

19.The learned counsel for the defendant would further submit that in as much as the 1st defendant had adjusted the schedule Fixed Deposits placed by the plaintiff with them against the liability of the Fixed Deposit Loan availed by the plaintiff from them, and filed O.A No.196 of 2017 for the recovery of the balance liability against the plaintiff, the question of the 1st defendant returning the Original Fixed Deposit Receipts to the plaintiff does not arise and the plea for rendering of accounts by the 1st defendant to the plaintiff is neither sustainable in law nor in facts.

20. On a perusal of the records, it is seen that O.A. No.196 of 2017 on the file of the DRT-II has been filed by the 1st defendant seeking for the releifs contended by the learned counsel for the 1st defendant against the plaintiff. Further, the 1st defendant has not produced the related documentary evidence with regard to Fixed Deposits and Loan availed by the plaintiff and it has been contended that the entire banking transactions related to the plaintiff has already been produced before the DRT-II for disposal of the O.A. No.196 of 2017.

21. Having considered the facts and circumstances of the case and also considering the contention of the learned counsel of either side, it is admitted fact that O.A. No.196 of 2017 has been filed by the 1st defendant bank for recovery of money. The facts for consideration in the suit are essential contentions before the DRT in O.A. No.196 of 2017. It is essentially laid down by special statue and also specific bar and exercise to

DRT. As such, the said issues of recovery of money by the Bank is a subject matter before the DRT.

22. Both the parties have grossly failed to establish their contention by producing sufficient oral and documentary evidence before this Court and any finding, in such unsubstantiated evidence with contrary to the jurisdiction of the DRT. Hence, this Court need not travel into the findings for issues involved before the DRT. Hence, Issue Nos.1 to 6 are answered accordingly.

Issue No.7:

23. Considering the facts and circumstances of the case, the parties will bear their own costs.

24. In the result, the suit stands dismissed. No costs.

22.12.2023

Index:Yes/No
Web:Yes/No
Speaking/Non Speaking

Srcm/Lbm

1. List of Witnesses examined on the side of the Plaintiff:-

   1. PW.1 – N.Umayal Achi
   2. PW.2 - S.R.M.S.Narayanan Chettiar

2. List of Exhibits marked on the side of the Plaintiff:-

   1. Ex.P1 is the photocopy of the Pancard of the Plaintiff.

   2. Ex.P2 is the photocopy of the Passport extract of the Plaintiff from the year 2010 to 2014.

   3. Ex.P3 is the photocopy of the Term deposit opening forms for Account Nos.3804, 3817, 3820 dated 08.12.2010.

   4. Ex.P4 is the photocopy of the HDFC bank pay order for Rs.6,40,04,000/-.

   5. Ex.P5 is the photocopy of the TDS from -16A issued by the bank for tax.

   6. Ex.P6 is the photocopy of the Fixed deposit receipts being Account Nos.3804, 3817 and 3820 dated 10.12.2010.

   7. Ex.P7 is the photocopy of the application for financial assistance against security of term deposit in the name of the Plaintiff dated 29.01.2011.

   8. Ex.P8 is the photocopy of the application for financial assistant against security of term deposit in the name of the Plaintiff dated 30.06.2011 and 25.08.2011.

   9. Ex.P9 is the photocopy of the letter from the Plaintiff to the bank.

   10. Ex.P10 is the photocopy of the account opening form for an alleged savings bank account dated 06.12.2010.

11.Ex.P11 is the photocopy of the term deposit loan standard from Defendant bank allegedly issued to the Plaintiff in loan account No.2163.

12.Ex.P12 is the photocopy of the term deposit loan standard from Defendant bank allegedly issued to the Plaintiff in loan account No.2092.

13.Ex.P13 is the photocopy of the term deposit loan standard from Defendant bank allegedly issued to the Plaintiff in loan account No.3820.

14.Ex.P14 is the photocopy of the letter sent by the Plaintiff's husband to the Chief Manager, 1st Defendant Bank dated 11.03.2014.

15.Ex.P15 is the photocopy of the letter sent by the Plaintiff to the Chief Manager, 1st Defendant Bank dated 07.04.2014.

16.Ex.P16 is the photocopy of the letter sent by the Defendant bank to the Plaintiff dated 25.03.2014.

17.Ex.P17 is the photocopy of the reply given by the Defendant bank to the Plaintiff dated 16.04.2014.

18.Ex.P18 is the photocopy of the reply given by the Defendant bank to the Plaintiff dated 16.04.2014.

19.Ex.P19 is the photocopy of the letter sent by the Plaintiff to the Chief Manager, 1st Defendant Bank dated 17.04.2014.

20.Ex.P20 is the photocopy of the letter sent by the Plaintiff's husband to the 1st Defendant Bank dated 17.03.2014.

21.Ex.P21 is the office copy of the legal notice issued by the Plaintiff to the 1st Defendant dated 05.12.2014.

22.Ex.P22 is the photocopy of the reply notice issued by the 1st Defendant counsel to the Plaintiff dated 03.01.2015.

3. List of Witnesses examined on the side of the Defendants:-

1. DW.1 – John Neol

4. List of Exhibits marked on the side of the Defendants:-

1. Ex.D1 is the photocopy of the reply statement dated 28.07.2017 filed by the Defendant in OA No.196/2017.

2. Ex.D2 is the photocopy of the counter proof affidavit dated 20.03.2017 filed by the Defendant in OA No.196/2017.

3. Ex.D3 is the photocopy of the sale deed dated 19.09.2012

22.12.2023

A.A.NAKKIRAN, J.

Srcm/lbm

Pre-Delivery Judgement in
CS.No.413 of 2017

22.12.2023