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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.12.2025

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

O.A.No.1076 of 2025
and A.No.5637 of 2025
in C.S.(Comm.Div.) No.289 of 2025

M/s.Rajah Holdings, Represented by its Partner
Venugopal S.Raja, No.69, THSS Road,
Kumbakonam 612 001
Also at Building No.5, Rani Meyyammai Towers,
MRC nagar, Chennai.

... Applicant

-VS-

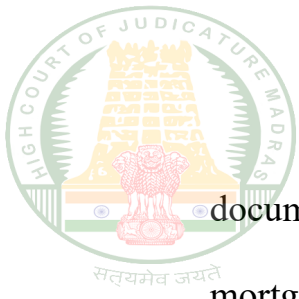
M.Chandra Bose
S/o.Mayilsamy Peyadhevar,
AL 63B, AL Block, 4th Street, 12th Main Road,
Anna Nagar, Chennai 600 040 and 4 others

... Respondents

For Applicant : Mr.Niranjan Rajagopalan
for M/s.G.R.Associates

ORDER

The plaintiff extended a loan of Rs.1,11,12,000/- to the defendants and promissory note dated 14.03.2023 was issued in respect thereof. Although mortgage deed dated 14.03.2023 was signed by the first defendant, the said



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document was not registered. The defendant subsequently created a mortgage in favour of a bank and handed over a cheque to the plaintiff for discharge of the loan. The cheque was dishonoured on account of insufficiency of funds and such dishonour is the subject of proceedings under the Negotiable Instruments Act.

2. The suit for recovery of a sum of Rs.2,80,58,671/- with interest thereon was instituted in the above facts and circumstances and interim applications have been filed in the said suit. Upon service of notice on defendants 1 to 4, defendants 1 to 3 entered appearance through M/s.T.V.Vineeth Kumar. Learned counsel for the said defendants is, however, not present today and the said defendants are not represented by any other counsel.

3. The suit, as narrated earlier, is for recovery of money. Ordinarily, an order of interim injunction is not granted in such suit. In this case, the first defendant signed a mortgage deed in respect of the property described in the schedule to O.A.No.1076 of 2025, but failed to register the same in favour of the plaintiff. The cheque issued to discharge the loan of the



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plaintiff was dishonoured as detailed above. Therefore, a strong *prima facie* case is made out and the balance of convenience is in favour of the plaintiff.

Therefore, an order of interim injunction as prayed for in O.A.No.1076 of 2025 is granted until further orders. The plaintiff is permitted to communicate this order to the defendants.

4. List the matter on 19.01.2026.

15.12.2025

rna



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SENTHILKUMAR RAMAMOORTHY,J

rna

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