

IN THE COURT OF THE II ADDITIONAL DISTRICT JUDGE, TIRUCHENGODE
PRESENT: Dr.R.MALATHI, M.L.,
II Additional District Judge,
Tiruchengode.

Thursday, the 25th day of June, 2026

ORIGINAL SUIT No.60/2024

(CNR.No.TNNM1C-000094-2024)

P. Ponnusamy

.... Plaintiff

/ Vs /

S.A.R. Somasundaram

....Defendant

This suit is coming on 11.06.2026 for final hearing before me in the presence of Thiru. T.V.Manikkavelu, counsel appearing for the plaintiff and the defendant called absent and set exparte and upon hearing plaintiff side and on perusal of case records, this court delivers the following;

JUDGEMENT

The suit has been filed by the plaintiff to direct the defendant to pay the suit amount a sum of Rs.24,20,000/- with cost.

2.The averments in the plaint is as follows:

On 27.03.2019 the defendant had borrowed a sum of Rs.24,20,000/- from the plaintiff with interest at the rate of 0.75 paise per hundred per month, by executing a promissory note in favour of the plaintiff to meet out his urgent family and business expenses. Subsequently, on 04.02.2020 the defendant paid ten months interest Rs.1,83,630/- for the period from 27.03.2019 to 26.01.2020, and on 22.01.2021 he paid six month interest Rs.1,08,900/- for the period from 27.01.2020 to 26.07.2021,

finally on 08.02.2021 he paid Rs.1,08,900/- for the period from 27.07.2020 to 26.01.2021. The said transactions endorsed on the back side of the promissory note. The plaintiff had demanded the defendant after six months later on 08.02.2021 to repay the money but he had not chosen to repay either the principal or the interest so far. The defendant is failed and neglected to pay amount on the suit pronote. The defendant executed mortgage deed dated 17.04.2023 in favour of one Karunanithi to defeat and defraud the plaintiff's claim. The plaintiff filed the suit for the principal amount of Rs.24,20,000/- recovery from the defendant. Hence, the suit.

3. Following filing of the suit the defendant appeared did not appear before the court and he was called absent and set exparte.

4. On the plaintiff side PW.1 and PW2 were examined and Ex.A1, Ex.A2 were marked.

5. On consideration of the plaint, documents and other materials on record, the following issue was framed at the time of judgment :

Whether the plaintiff is entitled for the suit claim as prayed for?

6. Answering to the issue :-

The Plaintiff got examined as PW.1 and he has reiterated the plaint averment during his evidence. The case of the Plaintiff is that on 27.03.2019 the defendant had borrowed a sum of Rs.24,20,000/-from the plaintiff in order to meet out his urgent family and business expenses and on the same date he has executed a promissory note in favour of the plaintiff and agreed to repay the same with interest at the rate of

Rs.0.75 paise for Rs.100 per month either to the plaintiff or on his demand.

7) Subsequently, on 04.02.2020 the defendant paid ten month interest Rs.1,83,630/- for the period from 27.03.2019 to 26.01.2020, and on 22.01.2021 he paid six month interest Rs.1,08,900/- for the period from 27.01.2020 to 26.07.2021, finally on 08.02.2021 he paid Rs.1,08,900/- for the period from 27.07.2020 to 26.01.2021. The said transactions endorsed on the back side of the promissory note. Subsequently, the plaintiff demanded principal and interest amount on several times but the defendant has not paid any amount to the plaintiff, in such circumstances without no other option, he has filed this suit.

7. Thiru.Raj third party examined as PW2 have categorically deposed about the borrowal of loan amount by the defendant and execution of Ex.A.1 Promissory note.

8. In this case, though the defendant has not appeared before this court and he was called absent and set exparte. Therefore, this Court draws adverse inference against him.

9. From the evidence of PW.1, the plaintiff has proved the factum of borrowal of loan by the defendant and execution of pronote in Ex.A.1. The plaintiff claim only principal amount. From Ex.A.1, and evidence of PW1 the plaintiff proved his claim and that the defendant had executed the pronote after that evasive in repayment of loan. Therefore, this court hold that the plaintiff is entitled for the suit claim from the defendant.

10. **In the result**, the suit is decreed with cost. The defendant is directed to pay a sum of Rs.24,20,000/- to the plaintiff being the suit claim with cost.

Dictated to the steno-typist, typed by her directly on computer, corrected and pronounced by me in the Open Court dated this the 25th day of June 2026.

II Additional District Judge,
Tiruchengode.

Appendix:-

List of Plaintiffs' side Witnesses:-

PW.1 - Thiru.Ponnusamy (Plaintiff)

P.W.2 - Thiru. Raj - 3rd party

List of Plaintiff's side Exhibit:-

Ex.A.1	27.03.2019	Suit Promissory Note for Rs.24,20,000/- (Original)
Ex.A2		Aadhar card - xerox

List of Defendant's side Witnesses & Documents:- NIL

II Additional District Judge,
Tiruchengode.