

IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,
VELLORE, VELLORE DISTRICT.

Present : Tmt.R.Tamilselvi,

Principal Subordinate Judge, Vellore.

This Monday, the 27th day of July 2026.

Original Suit No.77/2026

(CNR.No.TNVL04-001119-2025)

Ragunathan
S/o Rajagopal

... Plaintiff.

//vs//

1. Karthik
S/o Jayapal

2. Jayapal
S/o Saminathan

... Defendants.

This suit is coming up for final hearing before me on 20.07.2026 in the presence of Mr. Rathinavelu and Mr. P. Arivazhagan, Counsels appearing for the plaintiff and defendants remained exparte and upon hearing plaintiff side arguments and on perusal of entire case records having stood over for consideration till this day, this court has delivered the following,

JUDGMENT

This suit is filed by the plaintiff for directing the defendants to pay a sum of Rs.7,50,000/- (Rupees seven lakh fifty thousand only) to the plaintiff together with future interest at the rate of 24% per annum and for costs of the suit.

2. The Brief averments made in the plaint:-

2.1. The case of the plaintiff is that the 2nd defendant is the father of 1st defendant and both of them and plaintiff were well known to each other through common friends and became friends and taking advantage of the friendship, defendants approached plaintiff on 04.10.2023 and borrowed a sum of Rs.5,00,000/- (Rupees five lakh only) from the plaintiff for urgent family necessities and for settling loan borrowed from others. The defendants promised to repay the same on demand with interest at Rs.2/- per every hundred per month on principal amount and to evidence the same, the defendants executed a promissory note in favour of the plaintiff on the same day.

2.2. It is further stated that in spite of several demands made by the plaintiff, the defendants did not pay the due and hence, the plaintiff has issued legal notice dated 15.10.2025 calling upon the defendants to repay the principal amount with interest, but the defendants did not act according to the demands of the said notice. Defendants are liable to pay Rs.7,50,000/- to the plaintiff. Hence the suit is filed for recovery of money with interest and for cost.

3. The defendants remained exparte.

4. On the side of the plaintiff, the Plaintiff examined as PW1 and

Exhibits A1 to A3 were marked.

5. On careful perusal of evidence of PW1 and documents marked on the side of plaintiff, it could be seen that Ex.A1 is the Promissory Note, dated 04.10.2023 executed by the defendants in favour of plaintiff. Ex.A2 is the Office copy of the Legal Notice, dated 15.10.2025 sent to the defendants. Ex.A3 is the Served Acknowledgment cards (2 Nos). From the above documents, it is clear that the defendants have borrowed money from the plaintiff and the same is not paid. The evidence of plaintiff side remains unchallenged, since the defendants remained exparte in this case.

6. Based on the evidence of plaintiff side and documents marked as Ex.A1 to A3, this court comes to the conclusion that the defendants are liable for debt due to the plaintiff. However, the suit future interest from the date of decree till the date of realization can be granted only at the rate of 6% per annum. Further the interest claimed by the plaintiff from the date of plaint till decree is at the rate of 24% per annum which this court feels as high interest rate. As per Section 34 of CPC, this court has got discretionary power to fix the interest rate and hence the interest from date of plaint till decree is fixed at the rate of 9% per annum.

7. **In the result**, suit is decreed by directing the defendants to pay a sum of Rs.7,50,000/- (Rupees seven lakhs fifty thousand only) to the

plaintiff together with interest thereon at the rate of 9% per annum on the principal sum of Rs.5,00,000/- (Rupees five lakhs only) from the date of plaint till the date of decree and thereafter at 6% per annum till the date of realization with cost.

Dictated by me to the Steno-Typist directly, typed in her Computer, corrected and pronounced by me, in the open Court on 27th day of July 2026.

Principal Subordinate Judge,
Vellore.

Plaintiff Side Witness:-

PW1 - Tr. Raghunathan (Plaintiff)

Plaintiff Side Exhibits:-

Ex.A1	Promissory Note executed by the defendants, dated 04.10.2023. (Original)
Ex.A2	Office copy of the Legal Notice issued by plaintiff to the defendants, dated 15.10.2025.
Ex.A3 series	Served acknowledgment card (2Nos.)

Defendants Side Witnesses and Exhibits:- -Nil-

Principal Subordinate Judge,
Vellore.

Fair / Draft Judgment
OS No77/2026
27.07.2026.