

IN THE ADDITIONAL SUBORDINATE COURT, VRIDHACHALAM.

**Present: Selvi.R.JAGATHEESWARI., M.L.,
Additional Subordinate Judge
Vridhachalam**

Tuesday, this the 18th day of June, 2024

**O.S. No.354/2023
CNR No.TNCD0B0005812023**

Arumugam

... Plaintiff

...Vs...

Sekar

... Defendant

This suit coming up for final hearing on 13.06.2024 in the presence of Thiru R.Natarajan, Advocate for the plaintiff and though the defendant has entered appearance through his Advocate Thiru A.Tamizhazhagan, he has subsequently remained exparte, after hearing the arguments on the side of the plaintiff, upon perusing the case records, having stood over for the consideration of this court till date, this court delivered the following

JUDGMENT

This suit has been filed for recovery of money from the defendant a sum of Rs.1,22,500/- together with interest from the date of plaint till date of realization and for costs of the suit.

2) The averments made in the plaint are in brief as follows:

According to plaintiff, the defendant had borrowed a sum of Rs.1,00,000/- and executed the promissory note dated 16.02.2021 in favour of the plaintiff by promising to repay the said amount with interest at the rate of 12% per annum on demand either to the plaintiff or to anybody on his order. The defendant failed and neglected to repay any amount either towards principal or interest inspite of repeated demands and request made by the plaintiff and hence the plaintiff issued legal notice

dated 29.07.2023 to the defendant by calling upon him to repay the said amount with interest. The defendant had acknowledged the served notice, and he has not repaid the amount borrowed from the plaintiff with interest and hence the plaintiff has come forwarded with this suit for the relief of recovery to money from the defendant a sum of Rs.1,22,500/- together with interest from the date of plaint till the date of realization and for cost of the suit.

3) Suit summon served to the defendant. The defendant though appeared through his counsel failed to file written statement and contest the case and hence the defendant was set as *exparte* on 29.04.2024

4) The plaintiff in order to substantiate his case has examined himself as PW1 and marked Ex.A1 to A3. PW1 has deposed that the defendant had borrowed a sum of Rs.1,00,000/- from the plaintiff on 16.02.2021 and executed the Ex.A1 and failed to repay the said amount with the interest at the rate of 12% per annum. Ex.A1 is the promissory note dated 16.02.2021 alleged to be executed by the defendant in favour of the plaintiff agreeing to repay the said amount with interest at the rate of 12% per annum. Ex.A2 is the copy of legal notice dated 29.07.2023 issued on behalf of the plaintiff to the defendant calling upon him to repay the amount borrowed under Ex.A1 with interest. Ex.A3 is the postal acknowledgement card signed by the defendant.

5) The evidence of PW1 remains unchallenged and trust worthy. The plaintiff has established his case that the defendant had borrowed a sum of Rs.1,00,000/- and executed the Ex.A1 and failed to repay the said amount borrowed from the plaintiff. The defendant had failed to appear before this court and contest the case and hence was set as *exparte* on 29.04.2024. The defendant had not challenged and contest the case and not denied the plaintiff's right to recovery of money. In these circumstances, this court comes to the conclusion that the defendant had admitted the plaintiff's claim.

6) Therefore, the plaintiff is entitled to recover the suit claim amount from the defendant. While, considering the interest to be awarded to the plaintiff, it is seen that the plaintiff is not a non banking financial institution. He is also not a registered money lender. It is made that in Ex.A1 that the defendant had borrowed money only for family expenses and it is not a commercial transaction. Hence, interest at the rate of 9% from the date of plaint till the date of decree and afterwards interest at the rate of 6% from the date of decree till the date of realization is ordered with costs of the Suit.

In the result, the suit is decreed by directing the defendant to pay to the plaintiff a sum of Rs.1,22,500/- with interest at the rate of 9% per annum on Rs.1,00,000/- from the date of plaint till the date of decree and thereafter with interest at the rate of 6% per annum on Rs.1,00,000/- from the date of decree till the date of realization with costs of the suit.

Dictated by me to the Steno-Typist, transcribed by her corrected and pronounced by me in the open court, this the 18th day of June, 2024.

**Additional Subordinate Judge,
Vridhachalam.**

Plaintiff side Witness:-

P.W.1: Arumugam (Plaintiff)

Plaintiff side Exhibits:-

Ex.A1	16.02.2021	Promissory Note	Original
Ex.A2	29.07.2023	Legal notice	Office Copy
Ex.A3	--	Acknowledgment Card	Original

Defendant side Witness and Exhibits:- Nil

**Additional Subordinate Judge,
Vridhachalam.**

Draft/Fair Judgment
(Exparte)
O.S. No.354/2023
Dated: 18.06.2024
cid

