IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE PALLIPATTU

Present: Tmt. V.Devapriya, B. Sc., M.L.,
District Munsif-cum-Judicial Magistrate, Pallipattu.

Monday, the 14th day of September, 2020

O.S. NO. 133 of 2018

N.V. Pazhani ...Plaintiff

//Versus//

M.D. Lakshmanan ...Defendant

This suit coming up for final hearing before me on 09.09.2020 in the presence of Thiru. S.A. Gopal, counsel for the plaintiff, appearing through video conferencing and the defendant called absent and set exparte on 18.02.2019 and after perusing the records and after hearing the arguments of the counsel for the Plaintiff through video conferencing and having stood over for consideration till this day, this court delivered the following,

JUDGMENT

The plaintiff has filed this Suit Under Order 7 Rule 1 and Under Section 26 of the Civil Procedure Code praying for a direction to the defendant to pay a sum of Rs.85,934/- with interest at 9% p.a. from the date of suit till the date of decree and 6% p.a. from the date of decree till realization and for costs.

1. The averments stated in the plaint in brief:-

The Plaintiff submits that the defendant had borrowed a sum of Rs.50,000/- for his family expenses from the plaintiff on 13.12.2015 at his residence and executed the promissory note dated 13.12.2015 agreeing to repay the same together with interest at the rate of 24% p.a. The Plaintiff submits that the defendant himself had scribed the suit promissory note. The Plaintiff submits that inspite of repeated demand, the Defendant had not repaid the amount and therefore, the Plaintiff had sent legal notice to the defendant on 04.10.2018 and the defendant had received the same on 05.10.2018. Even after the receipt of legal notice the defendant had neither choose to repay the amount nor he sent any reply. Hence, the plaintiff had filed this suit.

2. The Defendant after due summons appeared in person before this court on 18.01.2019. But, he had not filed written statement and hence, he was set exparte for non filing of written statement on 18.02.2019.

3. Points for determination :

Whether the plaintiff is entitled to the relief as prayed for?

4. On the plaintiff side PW1 and PW2 were examined and Ex.A1 to A3 were marked. There is no oral and documentary evidence on the side of defendant.

5. Plaintiff side arguments heard. The plaint and the documents were perused.

6. The case of the plaintiff is that the defendant had borrowed a sum of Rs.50,000/- for his family expenses from the plaintiff on 13.12.2015 at his residence and executed the suit promissory note dated 13.12.2015, Ex. A1, agreeing to repay the same together with interest at 24% p.a. Even after repeated demand, the defendant had not repaid the amount and therefore, the plaintiff had sent legal notice dated 04.10.2018, Ex. A2, to the defendant and the defendant had received the same on 05.10.2018 and the acknowledgement card, Ex.A3, was received by the Plaintiff. Even after the

receipt of legal notice, the defendant had neither repaid the amount nor he sent any reply.

7. The Plaintiff examined himself as PW1 and further he examined the third attestor of the promissory note, as PW2, who deposed in favour of the plaintiff. The careful perusal of the suit promissory note, Ex.A1, reveals the fact that the defendant had borrowed a sum of Rs. 50,000/- from the plaintiff. Corroborating the above fact, the PW2, who is the third attestor of the suit promissory note deposed in favour of the plaintiff that the defendant had borrowed a sum of Rs. 50,000/- from the plaintiff on 13.12.2015 and that he, along with the witnesses S.S. Dayalan and A.Swaminathan had attested the suit promissory note. There is no contrary evidences on the Defendant side to disprove the above fact. Further, while comparing the signature of the defendant in the suit promissory note, Ex. A1, with the signature of the defendant in the Postal Acknowledgement card Ex.A3, they appears to be same and proves that the defendant had borrowed the amount from the plaintiff and had executed the suit promissory note. On careful consideration of the above witnesses and evidences and on careful perusal of the materials placed on record, this court comes to the conclusion that the defendant had borrowed a sum of Rs. 50,000/- from the plaintiff and had executed the suit promissory note dated 13.12.2015 and he is liable to pay the same together with interest and thus the plaintiff is entitled for the relief as prayed for.

8. In the result, the suit is decreed as prayed for and the defendant is directed to pay a sum of Rs.85,934/- to the plaintiff together with interest at the rate of 9% p.a. on the

principal amount of Rs. 50,000/-from the date of suit till the date of decree and 6% p.a. on the principal amount of Rs. 50,000/- from the date of decree till the date of realization with costs.

Partly dictated to the Typist directly, typed by her and partly typed by me in my laptop and corrected and pronounced by me though online this the 14th day of September, 2020.

14/9/2020

District Munsif cum Judicial Magistrate,
Pallipattu.

Plaintiff side witnesses:-

PW1 - N.V.Pazhani

PW2 – A.K. Jayavel

Plaintiff side Exhibits:-

Ex.A1 - Promissory note executed by the defendant to the plaintiff dated 13.12.2015

Ex.A2 – Legal notice issued to the defendant dated 04.10.2018

Ex.A3 – Postal Acknowledgement Card dated 05.10.2018

Defendant side Witnesses and Exhibits:-

-Nil-

14/9/2020.

District Munsif-cum-Judicial Magistrate,
Pallipattu.