



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, TENKASI

**Present: THIRU.B.RAJAVEL, B.Sc., B.L.,
PRINCIPAL DISTRICT JUDGE,
TENKASI**

Dated this Thursday the 02nd day of July 2026

**O.S.No.267/2025
CNR.No.TNTS010056902025**

Velmurugan

... Plaintiff

/versus/

Palpillaiyar

... Defendant

This Petition is coming before this court on 30.06.2026 for hearing in the presence of Thiru.M.Rameshwaran, Advocate for the Plaintiff and Thiru.K.Maharaja Advocate for the Defendant and after called absent set exparte and upon hearing the arguments of petitioner sides, and on perusing the records and having stood over till this date for consideration, this court delivers the following:

JUDGMENT

This suit has been filed by the plaintiff under Order 7 Rule 1 CPC seeking plaintiff for recovery of a sum of Rs.40,00,000/- together with interest at 12% per annum and costs on the basis of a loan transaction and the cheque issued by the defendant towards repayment of the said loan.

2. The averments in the Plaint in brief as follows:

The case of the plaintiff, in brief, is that the plaintiff and the defendant were close friends. On 27.07.2025, at the request of the defendant, who represented that he urgently required funds for discharging his housing loan and business liabilities, the plaintiff advanced a hand loan of Rs.40,00,000/- in cash. The defendant agreed to repay the said amount within one month.

3. Towards discharge of the said liability, the defendant issued Cheque No.813448 dated 03.09.2025 for Rs.40,00,000/- drawn on his account maintained with the State Bank of India, Rajapalayam Road Branch, Sankarankovil. The plaintiff presented the cheque for collection through his banker. However, the cheque was returned unpaid with the endorsement "Account Closed." Thereafter, the plaintiff issued a legal notice calling upon the defendant to repay the amount. The defendant deliberately evaded service of the notice and failed to discharge the debt. Hence, the present suit has been filed.

4. Summons was duly served on the defendant. Despite service, the defendant failed to appear before this Court and was consequently set ex parte.

5. The plaintiff examined himself as P.W.1 and marked the cheque, bank return memo, legal notice, postal records, and other relevant documents. The oral and documentary evidence adduced on the side of the plaintiff remains unchallenged.

6) The plaintiff was examined as P.W.1 and the Ex.A1 to Ex.A3 were marked on his side. No documents marked and no witnesses examined on the side of the respondent.

7) Point for Determination:

Whether the plaintiff is entitled to recover the suit amount together with interest from the defendant?

8) Point :

The testimony of P.W.1 and the documents marked on the side of the plaintiff remain unrebutted, as the defendant has chosen not to contest the proceedings. There is nothing on record to discredit the evidence adduced by the plaintiff.

9. The evidence establishes that the plaintiff advanced a hand loan of Rs.40,00,000/- to the defendant on 27.07.2025. Towards repayment of the said loan, the defendant issued Cheque No.813448 dated 03.09.2025. The cheque was presented within its validity period but was dishonoured with the endorsement "Account Closed." The plaintiff thereafter caused a legal notice to be issued demanding payment. Despite such demand, the defendant failed to repay the amount.

10. The issuance of the cheque by the defendant constitutes an acknowledgment of his liability. The dishonour of the cheque on the ground of "Account Closed" further strengthens the plaintiff's case. In the absence of any

rebuttal evidence from the defendant, the plaintiff has successfully established the loan transaction and the defendant's liability to repay the suit claim.

11. Accordingly, this Court holds that the plaintiff is entitled to recover the principal sum together with reasonable interest from the defendant.

In the result, the suit is decreed ex parte with costs.

The defendant is directed to pay the plaintiff a sum of Rs.40,00,000/- (Rupees Forty Lakhs only) together with interest at the rate of 12% per annum from the date of suit till the date of decree and thereafter at 6% per annum on the decretal amount till the date of realization.

The plaintiff is entitled to recover the decretal amount by due process of law.

Dictated to the typist directly, computerized by him, corrected and pronounced by me in open court, this the 02nd day of July 2026.

Principal District Judge,
Tenkasi

Witnesses examined on the side of petitioner:-

P.W.1 : 19.06.2026: Thiru. Velmurugan

Witnesses examined on the side of Respondent:-

Nil

Exhibits marked on the side of petitioner:-

Ex.A1	03.09.2025	Cheque issued by the defendant in favour of plaintiff
Ex.A2	13.09.2025	Legal Notice sent by the plaintiff to the defendant
Ex.A3	-	Copy of the Plaintiff's Aadhaar Identity Card

Exhibits marked on the side of Respondent:-

Nil

Principal District Judge,
Tenkasi

Principal District Court, Tenkasi

ORDER (Draft/Fair)

O.S.No.267/2025

Date:02.07.2026