

**IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF, JAYANKONDAM.
ARIYALUR DISTRICT**

Present: Tmt.S.Dhanalakshmi, B.A., M.L.,
Principal District Munsif,
Jayankondam.

On Monday, the 03rd day of August 2026
Original Suit No.29/2024
(CNR.No.TNAL05-000048-2024)

Sannasi

... PLAINTIFF

//Versus//

Kavitha

... DEFENDANT

This suit came upon for final hearing before me on 22.07.2026 in the presence of Thiru.T.S.Stalin, Advocate for Plaintiff and Thiru.P.Ganeshan, Advocate for Defendant and the defendant not appear before this court for cross of PW1 and called absent set ex-parte and after verifying the documents and upon hearing Plaintiff side arguments and perusing the pleadings and written statement and having stood over the consideration of this court till this date and this court this day delivered the following:-

//JUDGMENT//

1. The suit on Pronote.

2. The brief averments of the plaint is as follows:-

On 13.11.2021, the defendant, for the purpose of meeting family expenses and discharging certain antecedent debts, borrowed a sum of Rs.40,000/- in cash from the plaintiff. On the same day, the defendant executed the suit promissory note in favour of the plaintiff, undertaking to repay the principal amount together with interest at the rate of Rs.1.00/- per Rs.100/- per month, and agreed to discharge the entire liability by paying the principal and accrued interest to the plaintiff or to any person duly authorised by the plaintiff whenever demanded. Thereafter, the plaintiff repeatedly demanded, both in person and through mediators, that the defendant repay the principal amount and the interest due under

the suit promissory noted. However, the defendant failed to make payment and, by making false promises to repay, unnecessarily prolonged the matter. Consequently on 01.02.2024, the plaintiff caused a legal notice to be issued through counsel calling upon the defendant to pay the principal and interest due under the suit promissory note and settle the account. Despite having full knowledge of the contents of the said notice, the defendant deliberately evaded service and refused to receive the same, and the notice was returned on 15.02.2024.

Even as on the date of the suit, the defendant has failed to discharge the debt by paying the principal and interest due under the suit promissory note. The defendant has sufficient financial means, cash resources, and movable and immovable properties to repay the amount borrowed from the plaintiff. No payment whatsoever has been made by the defendant towards either the principal or the interest due under the suit promissory note up to the date of the suit. Hence, the plaintiff has filed the present suit seeking recovery of the suit claim together with subsequent interest from the defendant.

3. Written Statement filed by the defendant:-

The suit is false, frivolous, vexatious and unsustainable either in law or on facts. The suit promissory note was not executed by the defendant. about four years ago, the defendant had borrowed a sum of Rs.20,000/- from the plaintiff and executed a promissory note has since become time barred. When the defendant requested the plaintiff to return the said promissory note, the plaintiff informed the defendant that it had become time barred, and therefore the defendant did not pursue the matter any further. The plaintiff has fraudulently fabricated and forged the suit promissory note with the assistance of persons known to him. When the plaintiff caused a legal notice to be issued through his counsel, the defendant, owing to ill health, was undergoing indigenous medical treatment outside her native place and, therefore, could not receive the said notice. Consequently, the defendant had no knowledge of the contents of the legal notice issued by the

plaintiff. Hence, the defendant has filed written statement praying that this Hon'ble court may be pleased to dismiss the suit with costs.

4. After giving sufficient opportunities the defendant did not appear before this court for plaintiff side evidence has not come forward to deny the allegations put forth by the plaintiff.

5. After careful perusal of the plaint, written statement and records, on 30.07.2024 this court framed the following **Issues:-**

1. Whether the suit pronote was executed for proper consideration?
 2. Whether the plaintiff is entitle to get suit claim and future interest as prayed for?
 3. To what other relief?
6. On the side of plaintiff, plaintiff examined himself as PW1 and Ex.A1 to Ex.A3 marked. And one Velmurugan examined himself as PW2 and no documents marked through him. When the case was called for the defendant to cross examine the plaintiff, the defendant failed to appear before the court. Hence, the defendant was set exparte.
7. Argument of plaintiffs' side heard. Oral and documentary evidence perused.
8. The point of consideration is whether the plaintiff is entitled to the relief as prayed for?

9. Points of Determination:-

Issues No.1&2:-

This is a suit for recovery of money. The plaintiff has filed the above suit against the defendant herein to recover a sum of Rs.40,000/- with subsequent interest at the rate of Rs 1.00/- per Rs 100.00/- per month from the date of plaint till the date of realization. The plaintiff is examined as PW1. PW2 who is the attesting witness also been examined on side of plaintiff to prove the pronote. The original copy of Promissory note executed by the defendant in favour of plaintiff dated 13.11.2021 marked as Ex.A1. The office copy of legal notice issued by the plaintiff to the defendant through his counsel dated 01.02.2024 marked as Ex.A2.

The original Registered postal cover of the advocate notice sent by the plaintiff through counsel which returned as the defendant refused to receive the same marked as Ex.A3. From the documents placed the plaintiff is entitled for recovery of money as per Ex.A1. The suit is filed within the limitation period. There is no contra evidence to disprove the claim of the plaintiff in this suit. Hence the claim of plaintiff is proved by oral and documentary evidences.

Further the plaintiff has manifestly proved the averments made in the plaint by way of adducing the reliable evidence before the Court of Justice and he discharged burden cast upon him under Section 101 of Evidence Act and on perusal of records, the presumption U/s.118 of Negotiable instrument Act to be considered in favour of plaintiff. When the defendants deliberately failed to contest the suit, then this court wants to invoke the provisions under Section 114(g) of Indian Evidence Act for drawing an adverse inference as against the defendant. Therefore, all the issues are ended in favour of the Plaintiff and negatived as against the defendant. Thus, the suit is liable to be decreed as prayed for.

10. Issue No.3:- The plaintiff is not entitled to any other relief.

In the result, thus this court, the directs the defendant to pay a sum of Rs.48,330/- to the plaintiff with subsequent interest on at Rs.1.00/- per hundred per month on Rs.40,000/- from the date of plaint till the date of decree and thereafter at 6% per annum till its realization to be paid by the defendant. No cost.

Dictated by me to the typist, transcribed and typed by her, corrected and pronounced by me in the open court, this the **03rd** day of August **2026**.

Principal District Munsif,
Jayankondam.

//APPENDIX//

PLAINTIFFS SIDE EVIDENCE:

P.W.1: Sannasi (Plaintiff)

P.W.2: Velmurugan

PLAINTIFFS SIDE EXHIBITS:-

Sl. No.	Exhibits	Date	Particulars	Nature
1.	Ex.A1	13.11.2021	Promissory note executed by the defendant in favour of plaintiff.	Original
2.	Ex.A2	01.02.2024	Legal notice issued by the plaintiff to the defendant through his counsel.	Office copy
3.	Ex.A3	-	The Registered postal cover of the advocate notice sent by the plaintiff through counsel which returned as the defendant refused to receive the same.	Original

DEFENDANTS SIDE EVIDENCE AND EXHIBITS: - NIL -

Principal District Munsif,
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