

IN THE COURT OF THE SUBORDINATE JUDGE OF POLLACHI
PRESENT: Thiru.M.Manikandan, M.A., M.L., PG.D.C.F.Sc.,
Subordinate Judge, Pollachi

Saturday, the 18th day of April 2026
(2057, Thiruvalluvar Andu, Parabhava Varudam, Chithirai Thingal 05th day)

O.S.No. 336/2022
TNCB11-001267-2022

K.Subramanian

... Plaintiff

/Versus/

C.Kathirvelmurugan

... Defendant

This suit coming up for final hearing on 18.04.2026 before this Court in the presence of Thiru.P.Ravi, M.A., B.L., Counsel for Plaintiff and defendant was called absent set exparte and upon hearing the arguments of the plaintiff side and perusing the records, having stood over for consideration till this date, this Court delivered the following...

Judgment

1) Suit for directing the defendant to pay a sum of Rs.2,31,200/- with subsequent interest at the rate of 12% per annum from the date of suit till the date of decree till the date of realization of the amount to the plaintiff and awarding costs.

2) The averments made in the plaint is as follows:-

On 10.05.2021 the defendant has executed a promissory note for a sum of Rs.2,00,000/- agreeing to repay the said sum with interest at the rate of 12% per annum on demand or order at the residence of the plaintiff in the presence of witnesses. Subsequently the defendant failed to pay the interest or the principal amount to the plaintiff. In spite of repeated demands made by the plaintiff the defendant has not chosen to repay any amount either towards principal amount to

the plaintiff. Hence the plaintiff issued a legal notice on 17.06.2022 to the defendants. The defendants also received the same. But the defendant did not reply to the notice and had not paid any amount towards principal or interest to the plaintiff till date. The defendant is working at Nachimuthu Polytechnic College as Skilled Assistant, Electrical and Electronic Engineering. The suit promissory note was executed by the defendants on 10.05.2021. Hence the suit is in time and not barred the defendant.

3) The averments in the written statement filed by the defendant is as follows :-

The suit is false, frivolous, vexatious and not maintainable either in law or on facts of the case. This defendant borrowed a sum of Rs.50,000/- for his urgent family expenses on 10.05.2021. At that time, the plaintiff has obtained empty promissory note with the signatures of this defendant. This defendant has paid monthly interest to the plaintiff till 10.05.2022. Later on 12.05.2023 the plaintiff demanded repayment of the loan amount, stating that interest at the rate of Rs.5/- per Rs.100/-. After receipt of the legal notice on 17.06.2022 this defendant made enquiry about the plaintiff and hence this defendant have totally ignored and hence no reply was given. The suit promissory note is rank forgery and filed by the plaintiff with the dishonest intention of grabbing money from this defendant. Hence the suit is dismissed with costs.

4) After filing the written statement defendant not appeared before the court. While the defendant was called in open court, the defendant was called absent and set exparte.

5) Heard plaintiff side argument.

6) In this case, the plaintiff himself examined as PW1 and Ex.A1 to Ex.A3 were marked and one Umapathy was examined as PW2 and Ex.A4 was marked. On behalf of the defendant no one was examined and no documents were marked.

7) Based on the pleadings, the following Issues were settled for Trial on 23.02.2023 :

1. Whether the plaintiff is entitled for recovery of money as prayed for ?
2. To what other relief ?

8) Point No. (I) :-

a) On careful perusal of the plaint, it is revealed that the defendant borrowed a sum of Rs.2,00,000/- from the plaintiff on 10.05.2021 and on the same day, defendant has executed a Demand Promissory note for the value received. As per the Demand Promissory note, the defendant agreed to repay said amount whenever the plaintiff demands for the same. The defendant also agreed to pay interest at the rate of 12% per annum. In spite of the plaintiff repeated demands the defendant has not paid any amount either towards principal or interest. The suit is filed within 3 years from the date of the demand promissory note.

b) Per contra, the defendant filed a written statement denying all the averments stated in the plaint. It was further stated that this defendant borrowed a sum of Rs.50,000/- for his urgent family expenses on 10.05.2021. At that time, the plaintiff has obtained empty promissory note with the signatures of this defendant. This defendant has paid monthly interest to the plaintiff till 10.05.2022. Later on 12.05.2023 the plaintiff demanded repayment of the loan amount, stating that interest at the rate of Rs.5/- per Rs.100/-. After receipt of the legal notice on 17.06.2022 this defendant made enquiry about the plaintiff and hence this defendant have totally ignored and hence no reply was given. The suit promissory

note is rank forgery and filed by the plaintiff with the dishonest intention of grabbing money from this defendant. Hence, the defendant prayed that the suit be dismissed with costs.

c) To prove the case, plaintiff has examined as PW1 and through himself the Ex.A1 Demand Promissory note was marked and witness namely Umapathy was examined as PW2 and they have corroborated that the defendant borrowed as sum of Rs.2,00,000/- from the plaintiff on 10.05.2021.

d) From the evidence of PW1, PW2 and the documents produced before the court, it is evidence that the defendant borrowed loan from plaintiff and failed to repay the same. To deny the contention, the defendant not turned before the court either to file the written statement or contest the case end filed to prove the same neither let in oral evidence nor through documentary evidence and defendant was called absent and set exparte. Hence this court has drawn adverse inference as against the defendant as per section 114(g) of Indian Evidence Act. Considering the plaintiff side evidence and documents this court finds that the plaintiff proved the case. Accordingly, the point are answered in favour of the plaintiff.

9. Issue No. iii:

Since above issues are decided in favour of the plaintiff, no other issues to be decided in favour of plaintiff bank.

10) In the result, the suit is decreed as follows:

- i) that the defendants are directed to pay a sum of Rs.2,31,200/- to the plaintiff with subsequent interest for Rs.2,00,000/- at the rate of 9% per annum from the date of suit till the date of decree and thereafter 6% from the date of decree till its realization.
- ii) with cost

iii) Time for payment is 2 months.

Dictated to the Steno - typist directly, typed by her and corrected and pronounced by me in the open court, this the 18th day of April 2026.

Subordinate Judge,
Pollachi.

Plaintiff side Witness:

PW1 - K.Subramanian

PW2 – Umapathy

Plaintiff side Exhibits:

Ex.A1	10.05.2021	Promissory Note executed by the defendant	Original
Ex.A2	17.06.2022	Legal Notice	Office Copy
Ex.A3	18.06.2022	Acknowledgement Card	Original
Ex.A4	-	Aadhaar Card of PW2	Xerox (Compared with Original)

Defendant side Witness and Exhibit: Nil

Subordinate Judge,
Pollachi.

Fair/Draft Judgment

O.S.No.336/2022
18.04.2026

O.S.No.336/2022 SJ, Pollachi