

**IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE
CHENGALPATTU.**

**Present:- Tmt.K.Kayathri, M.A.B.L.,
Additional District Judge, Chengalpattu**

OS No.99/2015

Thursday, the 12th day of January 2023

V.R.Subramaniyan

...Plaintiff

/Vs./

K.Ravikumar

...Defendant

This Suit coming on 23.12.2022 for final hearing before this court in the presence of Thiru.P.Shankar Babu, counsel for the Plaintiff and Thiru.A.Vijayakumar, counsel for the defendant and subsequently the defendant remained exparte and upon hearing the plaintiff side and perusing the pleadings, evidence, and documents on the plaintiffs side and having stood over for consideration till this day, this court delivered the following:-

JUDGMENT

The suit filed for the relief of directing the defendant to pay a sum of Rs.12,11,850/- with subsequent interest at 18% P.a. from the date of plaint till realization and for cost.

2. The Plaint averments in brief:-

The defendant under promissory note dated 5.5.2013 received from plaintiff a sum of Rs.9,00,000/- for his family expense agreeing to pay the same together with interest at 18% p.a. In spite of repeated demands by the plaintiff the defendant failed and neglected to repay the said amount with interest under the said promissory note. The plaintiff issued a lawyer notice dated 3.7.2014 to the defendant and the defendant received the said lawyer notice and did not issue any reply. Even after notice the defendant did not repay the said amount with interest.

The defendant is owning a house at Thirukazhukundram which is worth more than Rs,30,00,000/- and besides earns a monthly income of Rs.60,000/- and assessed to property tax. The defendant is not entitled to any of the benefits of the Tamil Nadu Debt Relief Act and the plaintiff is entitled to claim interest at the contract rate of interest at 18% P.a. till realization. The suit transaction is a commercial transaction. Hence the suit.

3.The Written statement averments in brief:-

The suit is not maintainable in law and on facts of the case. All the allegations are denied as false. The plaintiff had not stated the true facts in the plaint. The plaintiff had not paid any money to this defendant in the year 2013 as mentioned in the plaint. The plaintiff is a habitual money lender in small value. It is his practice to fill up the blank printed pronote with double amount. The plaintiff has no means to pay Rs.9,00,000/- in one time. The defendant has not borrowed any money from the plaintiff at any time. The plaintiff is a name lender. The man behind him is one Anbu working as a S.I. of Police in Police Department. During 2009 he was only a constable. Anbu wife is the elder sister of Subramanian the plaintiff. The defendant approached Anbu residing in the opposite house to help him to complete his house construction during September 2009. He also agreed and paid a sum of Rs.1,00,000/- on 21.10.2009. Again on 2.11.2009 another one lakh was paid. These two amounts were paid by Anbu directly to this defendant. On 21.10.2009 he took signature of this defendant in a blank printed stamped pronote. At the time of signature nothing was written in the printed pronote. Subsequently Anbu paid a sum of Rs.30,000/- on 23.11.2009, Rs.23,000/- on 1.3.2010, Rs.20,000/- on 20.3.2010 and Rs.55,000/- on 19.10.2010. The last four payment in thousands were paid to this defendant's sister Deepa Rajakumari. Totally a sum of Rs.3,25,000/- only paid. After that no amount was paid by Anbu. For the above said amount this defendant paid

interest through his sister totalling a sum of Rs.30,000/- was paid as interest. This defendant agreed to pay interest at 12% p.a. for the amount received by him. Anbu also agreed for that. The defendant could not pay interest subsequently. Because on 9.5.2011 he performed the marriage of his sister. During 2013 Anbu asked the defendant to sign in three empty stamped printed pronotes to replace the old pronote. He had returned the old pronote also to this defendant in a teared stage. Anbu might have been created or prepared the suit pronote by using the name of this present plaintiff in signed stamped printed empty pronote to file the suit. During 2016 February 1st week there was a panchayat held in Thirukazhukundram in the presence of village elders. Subsequently Ex.M.L.A. Mr.Tamilmani also convened the panchayat and every one directed this defendant to pay a sum of Rs.6,10,000/- to withdraw the suit. The defendant also agreed for that, but the plaintiff and Anbu not agreed for that and both of them demanding this defendant to give the house to them. The defendant mortgaged the house in the bank to settle some loan borrowed to meet out the expenses of sister marriage. All the document were pledged with the bank. The defendant understood that Anbu collected all the particulars of house property from the bank by using his influence. The notice was not received by this defendant. The defendant received the court notice only. The value of the house property is also very highly mentioned. This defendant is ready to pay a sum of Rs.6,10,000/- apart from the amount already paid for interest. Suit claim is false and the defendant is not liable to pay the suit amount and the interest as claimed by the plaintiff. The suit has no merits. Hence, the suit is liable to be dismissed.

4. Based on the pleadings the following issues were framed for trial:-

1. Whether the plaintiff is entitled for recovery of money by directing the defendant to pay a sum of Rs.12,11,850.00 with subsequent interest at 18% p.a.

to the plaintiff from the date of plaint till realization?

2.To what other reliefs if any the plaintiff is entitled to?

5. Issue No.1 and 2 :-

To prove the case of the plaintiff, the plaintiff himself was examined as PW1 and Ex.A1 to Ex.A4 were marked. The attesor of the Promissory note examined as PW2. The contention of the plaintiff that the defendant had received a sum of Rs.9,00,000/- under promissory note dated 5.5.2013 for his family expenses and agreeing to pay the same together with interest at 18% p.a. In spite of repeated demands by the plaintiff the defendant failed and neglected to repay the said amount with interest. The plaintiff issued a lawyer notice dated 3.7.2014 to the defendant and though the defendant received the notice, but he neither replied to the notice nor repay the amount with interest. It is further contended that the defendant is owning a house at Thirukazhukundram and earned a monthly income of Rs.60,000/- and assessed to property tax. The defendant is not entitled to any of the benefits of the Tamil Nadu Debt Relief Act and the plaintiff is entitled to claim interest at the contract rate of interest at 18% P.a. till realization. Through PW1 Ex.A1 to Ex.A4 documents were marked. Ex.A1 is the Promissory note and Ex.A2 is the Lawyer notice and Ex.A3 is the Acknowledgement card signed by the defendant and Ex.A4 is the Copy of Sale deed in favour of the defendant. PW2 is an attesor of the promissory note also supported the case of plaintiff.

In order to disprove the contention of the plaintiff, though the defendant filed his written statement and denied the contentions raised in the plaint but the defense pleas has not proved through oral as well as documentary evidence.

Further several opportunities were given to the defendant for the cross of Plaintiff and for oral and documentary evidences on his side he has not come forward for the cross examination of the plaintiff and thus the defendant was

called absent and set exparte. He did not adduce any oral or documentary evidence to substantiate his case. Hence, through the evidence of PW1 and PW2 and the documents marked on the side of the plaintiff, the plaintiff proved that the defendant is liable to pay amount due with the plaintiff and plaintiff is entitled for the suit claim as prayed.

In the result, the suit is decreed with cost and the defendant is directed to pay a sum of Rs.12,11,850/- to the plaintiff together with interest at 6% p.a. from the date of plaint till the date of realization.

Dictated to the stenographer directly and typed by her in the computer and corrected and pronounced by me in open court, this the **12th day of January 2023.**

Sd/-K.Kayathri,

**ADDITIONAL DISTRICT JUDGE,
CHENGALPATTU**

List of Witnesses on the side of the Plaintiff:-

PW1 : Thiru.R. Subramaniyan (Plaintiff)

PW2: Thiru.A.Krishnamoorthy

List of Wintess on the side of the Defendant:-

Nil

List of Exhibits on the side of the Plaintiff:-

Ex.A1- 5.5.2013 - Promissory note executed by defendant in favour of plaintiff

Ex.A2 - 3.7.2014 - Office copy of lawyer Notice issued by plaintiff to defendant

- Ex.A3 - --- - Postal Acknowledgment card signed by defendant
- Ex.A4 - 30.6.2005 - Copy of Sale deed executed by Duraisamy in favour
of K.Ravikumar

List of Exhibits on the side of the Defendant:- Nil

Sd/- .K.Kayathri,
**ADDITIONAL DISTRICT JUDGE,
CHENGALPATTU**

/TRUE COPY/

Draft/Fair Judgment
O.S.No.99/2015
Dated:12.1.2023
ADJ/CPT