**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,
CHENGALPATTU DISTRICT.**

Present : **Thiru.T.Chandrasekaran, M.L.**,
Principal District Judge,
Chengalpattu.

Monday, the 3rd day of August, 2026

<u>Original Suit No.161 of 2024</u>

CNR.No.TNCG01-001183-2024

M/s. Tamil Finance and Investment Private Ltd,

Represented by its Director V.Rajagopal, . . . Plaintiff.

/Vs/

R.Ravi . . . Defendant.

This suit came up before me for final hearing on 24.06.2026 in the presence of Tvl.R,Baskar and R.Natarajan, Advocates for the plaintiff and the defendant called absent and set exparte, upon hearing the plaintiff's counsel, perusing the entire records and having stood over the matter for consideration till this day, this court delivers the following,

<u>JUDGMENT</u>

This suit is filed by the plaintiff under Order VII Rule 1 of CPC for recovery of a sum of Rs.31,78,770/- with interest at the contractual rate 24% per annum on principal amount of Rs.4,12,868/- from the date of filing of suit till realization of entire dues **failing which** for sale of immovable property mentioned in the suit schedule and to permit the plaintiff to appropriate the entire sale proceeds towards liability of the defendant.

2. <u>The averments set out in the plaint filed by the plaintiff briefly read as follows</u> :

The defendant has approached the plaintiff company for the renovation and construction of first floor and availed a loan of Rs.5,00,000/- on 14.03.2012 and agreed to repay the loan in 60 equated installments at Rs.14,385/- each payable on or before the 15th day of every succeeding month. The said loan was secured by a registered mortgage deed on 07.03.2012, bearing document No.1603/2012. The defendant also agreed to pay additional interest on every defaulted instalment at the rate of 3% per annum for the first three months and 3.5% per annum thereafter from the date of default till the default is made good. The defendant failed to pay the instalments from 17th instalment in the month of August, 2013 and requested the plaintiff to reschedule the loan. Thereafter, he made the last payment on 04.03.2022 for a sum of Rs.12,000/-. Even after repeated demands and follow ups by the plaintiff, the defendant paid only a few instalments and failed to discharge the loan amount. Though the defendant has sufficient source of income, he is not willing to repay the loan amount. Hence, the plaintiff issued a legal notice through his Advocate on 22.02.2024 to the defendant. Despite receipt of the said notice, the defendant neither replied nor came forward to repay the loan amount. The plaintiff further states that the loan amount was raised from the investments made by other persons and that the plaintiff is liable to repay the same to those investors. Therefore, the plaintiff is unable to meet the claims of those investors. Hence, the plaintiff filed the present suit for recovery of a sum of Rs.31,78,770/- together with interest and costs. Hence, the suit.

3. Summons sent to the defendant through court was served on his son, however, the defendant failed to appear before this court and remained exparte.

4. On the side of the plaintiff company, one Tr.Rajagopal, Director of plaintiff company has examined himself as PW1 and Ex.A1 to Ex.A7 have been marked.

5. The point that arises for consideration is :

Whether the plaintiff is entitled for recovery of a sum of Rs.31,78,770/- from the defendant with interest as prayed for?

6. On point :

As per the contentions of plaint, on request made by the defendant, the plaintiff extended financial assistance for a sum of Rs.5,00,000/- to the defendant for renovation and construction of first floor; the defendant agreed to repay the loan in 60 equated installments at Rs.14,385/- each payable on or before the 15th day of every succeeding month and executed a registered mortgage deed on 07.03.2012 vide document No.1603/2012 as security for the loan; thereafter the defendant committed default in repayment of the loan amount; hence, the plaintiff issued a legal notice dated 22.02.2024 to the defendant, however the defendant failed to repay the loan amount; therefore the plaintiff has come forward with this suit for recovery of the loan amount with interest.

7. To prove the above contentions of the plaintiff, the plaintiff has examined herself as PW1 by chief affidavit and marked Ex.A1 to Ex.A7. The Ex.A1 is the xerox copy of registered sale deed dated 05.06.1995 executed in favour of defendant Ravi. The Ex.A2 is registered original mortgage deed dated 07.03.2012. The Ex.A3 is the encumbrance certificate. The Ex.A4 is the Board Resolution dated 01.03.2024 of plaintiff's company. The Ex.A5 is the legal notice dated 22.02.2024 issued by the plaintiff company to the defendant. The Ex.A6 is the track consignment. The Ex.A7 is the statement of accounts of the defendant.

8. The Ex.A4 shows that the Director of plaintiff company has been authorized to depose before this court. The above documents under Ex.A1 shows that the suit schedule property is the absolute property of the defendant. The Ex.A2 mortgage deed proves the loan transaction between the plaintiff company and the defendant for which the suit schedule property has been mortgaged as security for the loan. The Ex.A3 encumbrance certificate corroborates the fact of mortgage of suit schedule property by the defendant to the plaintiff company. The Ex.A5 legal notice shows that the defendant has defaulted in repayment of loan amount to the

plaintiff company. The receipt of legal notice by the defendant is evidenced by Ex.A6 track consignment. The Ex.A7 statement of accounts prove the loan amount due by the defendant to the plaintiff company. There is no contra plea or evidence adduced by the defendant against the evidence of PW1, but chosen to remain exparte. In the absence of any rebuttal plea or evidence, the claim of the plaintiff company stands proved amply and the plaintiff company would be entitled for the relief sought for by them. Therefore, the plaintiff company is entitled for the amount as claimed by them in the suit.

9. As far as the claim for interest is concerned, the claim at the rate of 24% per annum is found to be bonafide and reasonable.

In the result, the suit is decreed thereby directing the defendant to pay a sum of Rs.31,78,770/- to the plaintiff company, with interest at the rate of 24% per annum on the principal amount of Rs.4,12,868/ from the date of plaint till the date of realization in full, with cost.

Typed to my dictation, corrected and pronounced by me in open court, on this the 3rd day of August, 2026.

T CHANDRASEKARAN

Principal District Judge
Digitally signed by T CHANDRASEKARAN
Location: Chengalpattu
Date: 2026.08.03 12:01:26 +0530

Principal District Judge,
Chengalpattu.

Plaintiff's side witness :

PW1 Thiru. Rajagopal.

Plaintiff's side exhibits :

Ex.A1	05.06.1995	Xerox copy of registered sale deed compared with original.
Ex.A2	07.03.2012	Original mortgage deed.
Ex.A3	09.03.2012	Encumbrance certificate.
Ex.A4	01.03.2024	Board resolution of plaintiff company.
Ex.A5	22.02.2024	Legal notice issued to the defendant.
Ex.A6	----	Track consignment
Ex.A7	----	Statement of accounts of defendant.

Defendant's side witness and exhibit :

Nil.

T CHANDRASEKARAN

Principal District Judge
Digitally signed by T CHANDRASEKARAN
Location: Chengalpattu
Date: 2026.08.03 12:01:32 +0530

Principal District Judge,
Chengalpattu.