

**IN THE COURT OF SUBORDINATE JUDGE,
MADURANTAKAM.**

**Present: Mr. T. GANESH, B.A., B.L.,
Subordinate Judge,
Madurantakam.**

**Wednesday, this 12th day of August, 2026
O.S. No. 168/2025
(CNR No. TNCG13-000388-2025)**

Rajasekaran

...Plaintiff

/Vs/

Ambika

...Defendant

This suit came up on 31.07.2026 before this court for final hearing in the presence of Mr.K.S.Gopinathan, G.Devivaralakshmi and S.Preethi, counsels for the plaintiff, and defendant was called absent and set exparte and having perusing the records, having stood over for the consideration of this court till date, this court delivered the following;

JUDGMENT

This suit is filed by the plaintiff against the defendant for recovery of Rs.4,38,800/- with interest at 24% p.a. on Rs.3,00,000/- from the date of the plaint till the date of realization and for cost.

2. *Plaint in the brief:*

Defendant borrowed a sum of Rs. 3,00,00.00 from the plaintiff on 13.09.2023 and promised him to repay the same with interest at the rate of 24% p.a on demand or order by executing the promissory note on the same day. Inspite of several demands the defendant failed to repay the same. So, the plaintiff issued a legal notice dated

13.06.2025 to the defendant calling him to repay the amount. Having received the notice the defendant neither replied nor complied with notice.

Hence the plaintiff files this suit for recovery of Rs.4,38,800/- with interest at 24% p.a. on Rs.3,00,000/- from the date of the plaint till the date of realization and for cost.

3. In spite of service of summon, the defendant failed to appear and hence she was called absent and set *ex parte*.

4. The plaintiff examined himself as Pw1 and marked Exhibits A1 to A3 and he also examined one Praveenkumar as Pw2 and no exhibits marked through him.

5. Heard the plaintiff, perused the documents and his evidence.

6.Point:

“Whether the plaintiff is entitled to recover the amount due under the promissory note from the defendant?”

The case of the plaintiff is that the defendant borrowed a sum of Rs.3,00,000/- from the plaintiff and promised him to repay the same with interest by executing the suit promissory note on 13.09.2023. To buttress his claim, he examined himself as Pw1 and marked Exhibits A1 to A3. He also examined one Praveen Kumar, the attesting witness to prove the execution. Though the defendant was set *ex parte*, it is incumbent upon the plaintiff to prove his case by adducing cogent and acceptable evidence. Plaintiff filed the promissory note executed by the defendant and marked as Ex.A1. By way of oral evidence and Ex.A1, the plaintiff has proved that the defendant has borrowed a sum of Rs.3,00,000.00 from the plaintiff and executed the ExA1, by promising him to repay the same with interest at the rate of 24% p.a. When the execution was proved then it is burden upon the defendant to rebut the same. Unfortunately, the defendant didn't put up her defence and she was set *ex parte*. Plaintiff also issued a legal notice with date 13.06.2025, which is marked as Ex.A2. The defendant also received the same, which is evidenced under Ex.A3.

In spite the defendant didn't come forward to settle the dispute nor she defend the suit. The plaintiff by way of Ex A1 to A3 has clearly proved the amount borrowed by the defendant and execution of Ex A1 in favour of him. If really the defendant has valid defence in the suit, she could have entered appearance and defend the suit. But she fails to do so for the reasons best known to her. Plaintiff is also entitled to interest at the contract rate as mentioned in Ex A1. Hence, the plaintiff is entitled to recover the amount due under the promissory note dated 13.09.2023 with interest at the rate of 24% p.a and this point is decided accordingly.

7. Result:

In fine the suit is decreed as prayed for with cost directing the defendant to pay a sum of Rs.4,38,800/- with subsequent interest from the date of plaint, for the principal amount of Rs. 3,00,000, at the rate of 24% per annum till the date of judgment and thereafter 6% per annum till realization.

Dictated by me to the Steno-Typist, transcribed by him, corrected and pronounced by me in the open court, this 12th day of August, 2026.

Subordinate Judge,
Madurantakam.

Witnesses examined on the side of the Plaintiff:-

P.W.1: K. Rajasekaran (Plaintiff)

P.W.2: Praveenkumar

Exhibits marked on the side of Plaintiff:-

Ex.A1	13.09.2023	Promissory note executed by defendant in favour of plaintiff.	Original.
Ex.A2	13.06.2025	Office copy of legal notice issued by the plaintiff to the defendant.	Original.
Ex.A3	--	Postal Acknowledgment Card.	Original.

Subordinate Judge,
Madurantakam.

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Fair / Draft Judgment

OS No. 168/2025

D.D: 12.08.2026

Sub Court,

Madurantakam.