

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

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

**Thursday, this 13th day of August 2026
O.S. No. 225/2025
(CNR.No.TNCG13-000693-2025)**

M. Manikandan ... Plaintiff

-Vs-

S. Latha ...Defendant

This suit came up on 06.08.2026 before this court for final hearing in the presence of Mr.D.G.Manikandan, counsel for the plaintiff and M/s.R.S.Renganathan, G.R.Anbu and B.Sutha, counsels for defendant and defendant called absent and set exparte and after hearing the arguments on the side of plaintiff, upon 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.2,97,333.00 with subsequent interest at 24% p.a. and for costs.

2. *Plaint in the brief:*

Defendant borrowed a sum of Rs. 2,00,000.00 from the plaintiff on 20.10.2023, agreeing to repay the same with interest at the rate of 24% p.a by way of executing a promissory note on the same day. Inspite of repeated demands the defendant fails to repay the same. So, the plaintiff issued a legal

notice dated 26.09.2025 to the defendant to repay the amount due. But the defendant neither complied nor replied.

Hence the plaintiff files the suit for recovery of sum of Rs. 2,97,333.00 from the defendant with subsequent interest at the rate of 24% p.a.

3. Though the defendant entered appearance through her counsel, she failed to file written statement and hence she was called absent and set exparte.

4. The plaintiff examined himself as Pw1 and marked Exhibits A1 to A3.

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 dated 20.10.2023?”

The case of the plaintiff is that the defendant borrowed a sum of Rs.2,00,000/- from the plaintiff and promised him to repay the same with interest at 24% by executing suit promissory note on 20.10.2023. To buttress his claim, the plaintiff examined himself as Pw1 and marked Exhibits A1 to A3.

Though the defendant was set exparte, it is incumbent upon the plaintiff to prove his case by adducing cogent and acceptable evidence. To substantiate his case, the plaintiff filed the promissory note executed by the defendant and marked the same as Ex.A1 and the plaintiff has proved that the defendant has borrowed a sum of Rs.2,00,000.00 from the plaintiff and executed the same 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 fails to defend the suit.

Ex A2, legal notice sent by the plaintiff was received by the defendant which is evidenced under Ex.A3, the Postal Acknowledgment Card. In spite there is no reply. Further, the defendant who was served with summons and entered appearance through her counsel and she didn't put up her defence and

she was set exparte. The plaintiff by way of Ex A1 to A3 has clearly proved the amount borrowed by the defendant and execution of Exhibit A1 in favour of him. If really the defendant has valid defence in the suit, she could have entered appearance, filed her written statement and participated in the trial. But she fails to do so for the reasons best known to her. Hence, the plaintiff is entitled to recover the amount due under the promissory note dated 20.10.2023 with subsequent interest at the rate of 24% p.a, as claimed by him.

7. Result:

In fine, the suit is decreed as prayed for with cost directing the defendant to pay a sum of Rs.2,97,333.00 with subsequent interest from the date of plaint for the principal amount of Rs.2,00,000.00 at the rate of 24% per annum till date of judgment and 6% per annum, thereafter till realization.

Dictated by me to the steno-typist, typed by him directly and corrected and pronounced by me in the open court, this 13th day of August, 2026.

Subordinate Judge,
Madurantakam.

Witnesses examined on the side of the Plaintiff:-

P.W.1: M. Manikandan (Plaintiff)

Exhibits marked on the side of Plaintiff:-

Ex.A1	20.10.2023	Promissory note executed by the defendant in favour of plaintiff.	Original.
Ex.A2	26.09.2025	Office Copy of Legal Notice issued by plaintiff to defendant.	Office Copy.
Ex.A3		Postal Acknowledgment Card.	Original.

Subordinate Judge,
Madurantakam.

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FAIR/DRAFT JUDGEMENT
O.S No. 225/2025
D.O.D: 13.08.2026
SUB COURT,
MADURANTAKAM