

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

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

Tuesday, this 25th day of March 2025

O.S. No. 278/2024

(CNR No. TNCG13-000781-2024)

Anbalagan

...Plaintiff

/Vs/

Lilly Theres

...Defendant

This suit came up on 17.03.2025 before this court for final hearing in the presence of Mr. E. Elango, counsels for the plaintiff, and M/s. M. Pugalenthly and K. Anitha, counsels for defendant and defendant was called absent and set exparte, having perusing the records of the plaintiff, 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.5,06,630/- with subsequent interest at 24% p.a. and cost on the basis of promissory note executed by the defendant.

2. *Plaint in the brief:*

The defendant borrowed a sum of Rs.4,00,000/- from the plaintiff on 10.10.2023 and executed a promissory note in favour of the plaintiff, promising him to repay the same with interest at 24% p.a., on demand or order. Till date the defendant didn't repay the amount due under the promissory note inspite of several demands made by the plaintiff. So, the plaintiff issued a legal notice dated 04.11.2024 to the defendant calling upon him to repay the amount due under the promissory note. Having received the notice, the defendant neither replied nor repay the amount due under the suit promissory note. Hence, the plaintiff files the suit for recovery of amount due under the suit promissory note.

3. Though the defendant entered appearance through her counsel, she failed to file her 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 from the defendant?”

The case of the plaintiff is that the defendant borrowed a sum of Rs. 4,00,000.00 from the plaintiff and promised him to repay the same with interest at 24% p.a by executing the suit promissory note on 10.10.2023. 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 as Ex A1. By way of oral evidence and Ex.A1, the plaintiff has proved that the defendant has borrowed a sum of Rs.4,00,000.00/- 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 exparte. The plaintiff also issued a legal notice, Ex A2 to the defendant. The defendant also received the same, which is evidenced under Ex.A3. Inspite 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 participated in the trial. But she fails to do so for the reasons best known to her. Plaintiff is also entitled interest at contract rate as mentioned in Ex A1. Hence, the plaintiff is entitled to recover the amount due under the promissory note dated 10.10.2023 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.5,06,630.00/- with subsequent interest from the date of plaint, for the principal amount, at the rate of 24% per annum till 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 25th day of March 2025.

Subordinate Judge,
Madurantakam.

Witnesses examined on the side of the Plaintiff:-

P.W.1: Anbalagan (Plaintiff)

Exhibits marked on the side of Plaintiff:-

Ex.A1	10.10.2023	Promissory note executed by defendant in favour of plaintiff.
Ex.A2	04.11.2024	Office copy of legal notice issued by the plaintiff to the defendant.
Ex.A3	07.11.2024	Postal Acknowledgment card of the defendant.

Subordinate Judge,
Madurantakam.

TNCG130007812024



Fair / Draft Judgment

OS No.278/2024

D.D: 25.03.2025

Sub Court,

Madurantakam.