

IN THE COURT OF DISTRICT MUNSIF AT MADURANTAKAM

PRESENT: Tmt.R.Mahalakshmi., B.A., B.L., L.L.M.,
District Munsif, Madurantakam

Monday, the 13th day of July, 2026

O.S.No.97/2025

CNR No.TNCG14-000-110-2025

S.Ravi

...Plaintiff

..Vs..

Gowtham

...Defendant

This suit coming up for final hearing before me in the presence of Tr.S.Rajkamal, counsel for the Plaintiff and the Defendant having been called absent and remained exparte and after perusing the records and after hearing the arguments of the counsel for the Plaintiff and having stood over for consideration till this day, this court delivered the following,

JUDGMENT

The Plaintiff has filed the suit for the relief of recovery of money for a sum of Rs.91,200/- from the defendant together with interest at the rate of 24% p.a., from the date of plaint till the date of realization and for costs.

2. The averments stated in the plaint, in brief:-

The Plaintiffs states that the defendant had borrowed a sum of Rs.60,000/- (Rupees sixty thousand only) to meet his family expenses on 28.09.2023 and executed a Promissory Note in favour of the Plaintiff, agreeing to repay the same, together with interest at the rate of 24% p.a. on demand. Thereafter inspite of repeated oral demand by the Plaintiff, the Defendants had not repaid the principal and the interest amount and hence the plaintiff issued legal notice dated 30.09.2024 to defendant to pay the said amount of Rs.60,000/- together with interest at the rate of 24% p.a. The plaintiff states that the legal notice issued by the plaintiff has been received by the defendant. As the defendant has not paid any amount to the plaintiff even after several request the plaintiff is constrained to file the suit for the relief of recovery of money.

3. The Defendant, after due summons, had not appeared before this court and hence he was called absent and set exparte on 12.06.2026.

4. Points for determination :

Whether the Plaintiff is entitled to the relief as prayed for?

5. On the Plaintiff side, PW1 was examined and Exhibit A-1 to Ex A-3 were marked. There is no oral and documentary evidence on the side of Defendant.

6. Plaintiff side arguments heard. Records perused.

7. The case of the Plaintiff is that, the Defendant had borrowed a sum of Rs.60,000/- (Rupees thirty thousand only) and had executed the suit Promissory Note dated 28.09.2023 (Ex A1), agreeing to repay the same together with interest at the rate of 24% p.a. In spite of repeated demands, the Defendant had not paid either Principal nor interest amount.

8. The plaintiff to prove his case mainly relied on Ex A1 to Ex A3. On perusal of Exhibit A1 promissory note it reveals that the Defendant had borrowed a sum of Rs.60,000/- from the Plaintiff on 28.09.2023 for interest at the rate of 24% per annum and promised to repay the principal amount with interest at a rate of per 24 % per annum. Further on perusal of Ex A2 legal notice and Ex A3 Acknowledgment card, it shows that in spite of the demand, the Defendant had not repaid the amount. There is no contra evidences on the Defendant side, to disprove the case of plaintiff. Thus, it is established that the Defendant had borrowed a sum of Rs.60,000/- from the Plaintiff.

9. The plaintiff to substantiate the documentary evidence, he was examined as PW1. PW1 in his chief examination reiterated the facts in the plaint. Though the presumption under section 118 is rebuttable, the defendant has to prove the non existence of consideration by raising probable defence. But, in the present case, the defendants remained exparte and not produced any evidence to dislodge the case of the plaintiff.

10. Therefore, on considering the oral and documentary evidence of the plaintiff this court find that the plaintiff has proved his case. Thus, this court is inclined to hold that the defendant is liable to pay a sum of Rs.60,000/- with interest at a rate of

24 % per annum to the plaintiff from the date of the suit till date of decree and pay an interest at a rate of 6% per annum from date of decree to till date of realization.

11. In the result, the suit is decreed with costs.

The Defendants are directed to pay the sum of Rs.91,200/- to the Plaintiff, together with interest at the rate of 24% p.a. on the principal amount of Rs.60,000/- from the date of suit till the date of decree and pay an interest at a rate of 6% per annum from date of decree to till date of realization.

Dictated to the Stenographer, typed by her, corrected and pronounced by me in open court on this the 13th day of July, 2026

Sd/-R.Mahalakshmi
District Munsif
Madurantakam

Plaintiff side witness:-

PW1 - Ravi

Plaintiff side Exhibits :-

Ex. A1 - Promissory note dated 28.09.2023 (original)

Ex. A2 - Office copy of Advocate Notice dated 30.09.2024 along with postal receipt

Ex. A3 - Acknowledgment card (original)

Defendant side Witnesses and Exhibits:-

- Nil -

Sd/-R.Mahalakshmi
District Munsif
Madurantakam