

IN THE II ADDITIONAL CITY CIVIL COURT, CHENNAI

Present: Tmt.S.Tasneem, M.L.,
II Additional Judge

Monday, the 2nd day of December, 2024

O.S.No. 5684 of 2024
(CNR NO. TNCH01-038766-2024)

Mr.V.K.Sreenivasulu,
Son of Late.V. Ramanaiah
No.18/68, Sundaramoorthy Vinayagar Koil Street,
Triplicane, Chennai,
Tamilnadu-600 005.

.....Plaintiff

/versus/

1.V.Prasanthi, Wife of Late V.Prabakar

2.Ms.Dhanalakshmi. D/o.Late V.Prabakar

3.Ms.Pavithra, D/o. Late V.Prabakar

4.Mr.Balaji, S/o. Late V.Prabakar
All the defendants were residing at
No.32/4, Vasudevapuram,
Triplicane, Chennai,
Tamilnadu-600005

.....Defendants

This suit having come up on 29.11.2024 for final hearing before this court in the presence of M/s. K.Chandrasekaran and S.Ravichandran, Counsel for the plaintiff and the defendants and their counsel M/s. Na.Malai Saravanan, K.Thirumavalavan and R.Divya Gracy, being called absent and leave to defend petition not filed and set exparte on 29.11.2024, On perusal of the plaint and documents filed by the plaintiff

and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

The suit has been filed by the plaintiff under Order XXXVII Rule 1 and 2 r/w Order VII Rule 1 of C.P.C, to direct the defendant to pay the principal amount of Rs.13,24,000/- (Rupees Thirteen Lakhs Twenty Four thousand four hundred only) along with the interest at 24% per annum from the date of the plaint to till date of realization of the decree amount from and out of the estate of the deceased Mr.V.Prabakar and for cost of the suit.

2. Averments made in the plaint in short as follows:

The plaintiff is a rice merchant and doing the said business for several decades, conducting his business with a reputation for honesty and reliability. The defendants were the legal heirs of the late Mr.V.Prabakar. During the life time of the deceased Mr.V.Prabakar, having personal and cordial relations with the plaintiff, approached him for a hand loan on various dates to the total tune to Rs.7,70,000/- to meet certain urgent financial requirements. The plaintiff advanced the said loan to the deceased. In acknowledgement of the said loan the deceased duly executed three promissory notes dated 01.10.2021 for a value of Rs.2,50,000/- each and another for a sum of Rs.2,70,000/- respectively. He agreed to repay the loan amount along with interest at the rate of 24% per annum. Upon unfortunate demise, the estate, assets, and liabilities of the deceased were inherited by the defendants in accordance with

law, making them the rightful successors and beneficiaries of his estate. On 24.10.2023 Mr.V.Prabakar passed away, leaving behind the defendants herein as his surviving legal heirs. As legal heirs and representatives of the deceased estate, the defendants are jointly and severally liable for the repayment of the outstanding loan amount, along with the interest accrued thereon, as per the terms of the promissory notes. After the demise of Mr.V.Prabakar, he promptly waited and approached the defendants and informed them of the loan obtained by the deceased. Based on the assurances made by the defendants, agreed to grant them additional time to settle the outstanding dues. Despite several demands made the defendants have failed and neglected to repay the principal loan amount of Rs.7,70,000/- or the interest accrued thereon. As on date a sum of Rs.13,24,000/- is due and payable by the defendant. The plaintiff had issued legal notice dated 16.09.2024 based on the promissory note calling upon the defendants to repay the loan amount with interest. The notice sent to the defendants was received by one of the defendants and the other defendants failed to receive the notice and have not replied for the same. Hence the suit for recovery of money.

3. As per Order 37, this court had sent summons through court and it was served. But the defendants did not chose to file leave to defend petition. Hence, the defendants were called absent and set exparte on 29.11.2024. The defendants cannot defend the case and seek leave to defend as per order 37 Rule 2(3) CPC. But no such leave was obtained by the defendants.

4. Point for consideration:

Whether the plaintiff is entitled for a decree as prayed for with costs?

5. In order to prove the case of the plaintiff Ex.A1 to Ex.A6 were marked.

6. Point :

The case of the plaintiff is that Late. Mr.V.Prabakar approached the plaintiff and availed a hand loan on various dates to the total tune to Rs.7,70,000/- to meet certain urgent financial requirements. In acknowledgement of the said loan the deceased duly executed three promissory notes dated 01.10.2021 for a value of Rs.2,50,000/- each and another for a sum of Rs.2,70,000/- respectively (**Ex.A1 to Ex.A3**). He agreed to repay the loan amount along with interest at the rate of 24% per annum. On 24.10.2023 Mr.V.Prabakar passed away, leaving behind the defendants herein as his surviving legal heirs. The Death Certificate is marked as **Ex.A4**. As legal heirs and representatives of the deceased estate, the defendants are jointly and severally liable for the repayment of the outstanding loan amount, along with the interest accrued thereon, as per the terms of the promissory notes. Despite several demands made the defendants have failed and neglected to repay the principal loan amount of Rs.7,70,000/- or the interest accrued thereon. The plaintiff had issued legal notice dated 16.09.2024 (**Ex.A5**) based on the promissory note calling upon the defendants to repay the loan amount with interest. The notice sent to the defendants was received by one of the defendants and the other defendants failed to receive the notice and have not replied for the same. The postal Tracking report is

marked as **Ex.A6**. As on date a sum of Rs.13,24,000/- is due and payable by the defendants. Under this circumstances, the defendant did not appear either to refute the claim of the plaintiff or to put forth their case. The defendant failed to appear and state that they were not liable to pay the suit amount. No contra evidence has been let in by the defendant. Hence, the case of the plaintiff remains unchallenged. The plaintiff is entitled for a decree as prayed for with costs.

In the result, the suit is decreed with costs; the defendants are liable to pay the plaintiff a sum of Rs.13,24,000/- along with interest at the rate of 24% p.a. from the date of plaint till the date of decree and 6% p.a. from the date of decree till the date of realization.

Dictated to the steno typist, computerized by her, corrected and pronounced by me in the open court this the 2nd day of December, 2024.

II Additional Judge.
City Civil Court, Chennai.

Plaintiffs side Witness :- NIL

Plaintiffs side exhibits :-

Sl. No	Exhibits	Description of document	Date	Nature of Document
1	Ex.A1	Promissory Note for Rs.2,70,000/-	01.10.2021	Original
2	Ex.A2	Promissory Note for Rs.2,50,000/-	01.10.2021	Original
3	Ex.A3	Promissory Note for Rs.2,50,000/-	01.10.2021	Original
4	Ex.A4	Death Certificate of V.Prabakar	06.11.2023	Online copy
5	Ex.A5	Legal Notice	16.09.2024	Office copy

6	Ex.A6	Postal Tracking report	-	Online copy
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Defendant's side witness and Exhibits: NIL

II Additional Judge.
City Civil Court, Chennai.

Draft/Fair/copy of Judgment
in
O.S.No. 5684 of 2024
Date: 02.12.2024
II Addl.Court,Chennai.