



IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE, DINDIGUL

Present : Thiru.Swarnam J Rajagopalan,B.A.B.L.,(Hons)

Additional District Judge, Dindigul.

Friday, this the 5th day of June 2026

Original Suit No.191/2025

(CNR.No.TNDG01-001708-2025)

Mr.A.Madhavan

....Plaintiff

-Vs-

1. Mrs.Amaravathi

2. Mrs.Lakshmi

3. Mr.Lokesh Raja

4. Minor Darshan Deena,

represented by his mother and natural guardian, the 1st defendant Mrs.Amaravathi

....Defendants

This petition came on 30.04.2026 for final hearing before this Court in the presence of learned counsel for the Plaintiff Tmt.R.Sathiya. The learned counsel for the defendant Thiru.Dharma Ravindran, appeared and later the defendants were called absent and set exparte on 24.09.2025, and upon hearing the arguments of the plaintiff's side, on perusal of case records and having stood over to this day for consideration this Court passed the following....

J U D G M E N T

This is a suit for recovery of a sum of Rs.17,25,000/- together with interest on the principal sum of Rs.15,00,000/- at the rate of 6% per annum from the date of plaint till the date of realization and for costs of the suit.

2. Brief averments of the plaint are as follows:-

- I. The case of the plaintiff is that the 1st defendant and her son, late Mohan, borrowed a sum of Rs.15,00,000/- from the plaintiff on 22.01.2024 for their urgent family necessities, expenses, and discharge of debts. In consideration thereof, they executed a promissory note in favour of the plaintiff, agreeing to repay the said amount together with interest at the rate of Rs.1/- per Rs.100/- per month.
- II. Despite repeated demands made by the plaintiff, the defendants failed to repay either the principal amount or the accrued interest. Subsequently, late Mohan passed away on 05.11.2024. The defendants 2 to 4 are his legal heirs, and the 1st defendant, being his mother, is also one of his legal heirs. The defendants were fully aware of the loan transaction, yet failed to discharge the liability.
- III. The plaintiff caused a legal notice dated 02.04.2025 to be issued to the defendants demanding payment of the amount due under the promissory note. However, the defendants refused to receive the said notice and failed to comply with the demand. The plaintiff further apprehends that the defendants

are attempting to alienate their properties with a view to defeating the realization of the decree amount. Hence, the present suit has been instituted seeking recovery of the principal sum of Rs.15,00,000/- together with interest and costs. The defendants are not entitled to claim the benefit of any Debt Relief Act.

3. The defendants 1 to 3, though served with summons and having entered appearance through counsel, failed to file their written statement within the time prescribed. Subsequently, they remained absent and were set ex parte on 24.09.2025.

4. Evidence Adduced :-

On the side of the plaintiff, the plaintiff namely Mr. Madhavan, was examined as PW1 and six documents were marked as Ex.A1 to Ex.A6. One Mr. Shanmugam was examined as PW2 and no document was marked through him. Further, one Mr. Vinoth was examined as PW3 and no document was marked through him. No oral or documentary evidence was adduced on the side of the defendants.

The documents marked on the side of the plaintiff are as follows:

Ex.A1 – Original Promissory Note dated 22.01.2024 executed by the 1st defendant and her son, late Mohan, in favour of the plaintiff.

Ex.A2 – Office copy of the legal notice dated 02.04.2025 issued by the plaintiff through his counsel to the defendants, along with postal receipts.

Ex.A3 – Returned postal covers (3 Nos.).

Ex.A4 – Returned postal cover containing the endorsement of refusal by the 1st defendant.

Ex.A5 – Computer-generated copy of the Death Certificate of Mohan evidencing his death on 05.11.2024.

Ex.A6 – Computer-generated copy of the Legal Heir Certificate of Mohan.

5. Point for Determination :-

The point that arises for consideration in this suit is:

Whether the plaintiff is entitled to recover the suit amount, together with interest and costs, on the strength of the suit promissory note as prayed for?

6. Discussion and Findings :-

In order to substantiate the suit claim, the plaintiff examined himself as PW1 and reiterated the averments set out in the plaint. Further, PW2 and PW3 were examined as attesting witnesses to the suit promissory note. The plaintiff also marked Ex.A1 to Ex.A6 in support of his case.

7. The specific case of the plaintiff is that the 1st defendant and her son, late Mohan, borrowed a sum of Rs.15,00,000/- from him on 22.01.2024 for their urgent family necessities and discharge of debts, and in consideration thereof executed Ex.A1 promissory note agreeing to repay the said amount together with interest at

the rate of Rs.1/- per Rs.100/- per month. PW1 has spoken about the borrowing of the amount and the execution of Ex.A1 in clear, cogent and consistent terms. He has further deposed that the execution of the promissory note was attested by the witnesses in his presence.

8. Ex.A1 is the original promissory note dated 22.01.2024 executed by the 1st defendant and late Mohan in favour of the plaintiff for a sum of Rs.15,00,000/-. The testimony of PW1 regarding the execution of the document stands corroborated by the evidence of PW2 and PW3, who have identified the signatures of the executants and attested the execution of Ex.A1. Nothing has been elicited or brought on record to discredit their testimony. Hence, this Court finds no reason to doubt the genuineness and due execution of Ex.A1.

9. Ex.A2 is the office copy of the legal notice issued by the plaintiff demanding repayment of the amount due under the promissory note. Ex.A3 and Ex.A4 are the returned postal covers. The endorsements found therein disclose that the notices were refused by the addressees. It is a settled principle of law that refusal to receive a notice amounts to due service. Therefore, the defendants are deemed to have had knowledge of the demand made by the plaintiff.

10. Ex.A5, the death certificate of Mohan, establishes that he died on 05.11.2024. Ex.A6, the legal heir certificate, discloses that defendants 1 to 4 are the legal heirs of the deceased Mohan. The said documents remain unchallenged.

11. Though defendants 1 to 3 entered appearance through counsel after service of summons, they failed to file their written statement and subsequently remained absent. Consequently, they were set ex parte. The defendants have neither denied the borrowing nor disputed the execution of Ex.A1. They have also not chosen to adduce any oral or documentary evidence in support of any defence. In the absence of any rebuttal evidence, the oral testimony of PW1, duly corroborated by PW2 and PW3 and supported by Ex.A1 to Ex.A6, remains unchallenged and unrebutted. Accordingly, this Court is satisfied that the plaintiff has proved that the 1st defendant and late Mohan borrowed a sum of Rs.15,00,000/- from the plaintiff and executed Ex.A1 promissory note in acknowledgment thereof.

12. The 1st defendant, being one of the executants to Ex.A1, is personally liable for the suit debt. Insofar as defendants 2 to 4 are concerned, they have been impleaded as the legal heirs of deceased Mohan. It is well settled that the legal representatives of a deceased debtor are not personally liable for the debts of the deceased and their liability is confined only to the extent of the estate inherited by them from the deceased. Therefore, defendants 2 to 4 are liable to satisfy the decree only to the extent of the assets, if any, inherited by them from late Mohan. The 4th defendant, being a minor and not an executant to Ex.A1, cannot be fastened with any personal liability. His liability, if any, shall also be restricted to the extent of the estate inherited from the deceased Mohan and represented by his natural guardian, the 1st defendant.

13. In view of the foregoing discussion, this Court holds that the plaintiff has established his claim and is entitled to recover the suit amount from the defendants in the manner stated above. Accordingly, the point for determination is answered in favour of the plaintiff.

14. Relief :-

In the result, the suit is decreed with costs.

(i) The 1st defendant shall pay to the plaintiff a sum of Rs.17,25,000/- (Rupees Seventeen Lakhs and Twenty-five Thousand Only) together with future interest on the principal sum of Rs.15,00,000/- (Rupees Fifteen Lakhs Only) at the rate of 6% per annum from the date of plaint, i.e., 23.04.2025, till the date of realization.

(ii) The 2nd to 4th Defendants, being the legal representatives of deceased Mohan, shall be liable to satisfy the decree only to the extent of the estate inherited by them from the deceased Mohan. The liability of the 4th defendant, being a minor, shall likewise be restricted to the extent of the estate, if any, inherited by him from the deceased Mohan.

Dictated to the stenographer, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 5th day of June 2026.

**Additional District Judge,
Dindigul**

Annexures :-

List of Witnesses on the side of Plaintiff:

P.W.1 - Thiru.Madhavan

P.W.2 - Thiru.Shanmugam

P.W.3 – Thiru.Vinoth

List of Exhibits on the side of Plaintiff:

Ex.A1	22.01.2024	Promissory note executed by the 1 st defendant and her son late Mohan in favour of the plaintiff – Original
Ex.A2	04.04.2025	Legal notice dated issued by the plaintiff through his counsel to the defendants along with receipts – Office copy
Ex.A3	-	Returned Postal covers (Nos.3)
Ex.A4	-	Returned Postal cover refused by the 1 st defendant.
Ex.A5	05.11.2024	Death Certificate of Mohan - Computerized copy
Ex.A6	05.11.2024	Legal Heir Certificate of Mohan - Computerized copy

List of witness and Exhibit examined on the side of the Defendants :

-Nil-

**Additional District Judge,
Dindigul**

<p>Fair Judgment O.S.No.191/2025 D.O.D : 05.06.2026 (Exp)</p>
