

In the Court of Principal District Judge, Dindigul
Present : Thiru. K.Murali Shankar, B.L.,
Principal District Judge, Dindigul.
Friday the 22nd day of February 2019

O.S.No.139/2018

K.Ramasamy

.... Plaintiff

/vs/

R.Senthilkumar

.... Defendant

This suit came on 2.2.2019 for hearing before me in the presence of Thiru.R.Marappan, Advocate for plaintiff and of Thiru A. Sivakumar, Advocate for the defendant and subsequently the defendant had remained exparte and upon perusing the records and upon hearing the argument of the plaintiff side and having stood over for consideration till day, this court delivered the following.....

JUDGMENT

The suit is on promissory note.

2. **The plaintiff's case in short is as follows:**

The defendant to meet out his urgent family expenses, development of his business and agricultural work and to clear sundry debts borrowed a sum of Rs.18,00,000/- from the plaintiff on 15.8.2015 agreeing to repay the same with interest at Rs.1/- per Rs.100 per month either to the plaintiff or his order on demand and executed a promissory note on the same date. The defendant has

not paid any amount towards principal or interest. Though the plaintiff has approached the defendant several times in person and through his men, the defendant has been postponing the payment on some pretext or the other. Since the defendant is doing his own business and is having properties, he is not entitled to get the benefit of debt relief Laws. Since the defendant has not chosen to pay the loan amount, the plaintiff was forced to file the above suit.

3. Though the defendant has entered into appearance through his counsel, despite taking adjournment has not chosen to file the written statement and hence he was called absent and set exparte.

4. Whether the plaintiff is entitled to get the suit claim? is the point for consideration.

5. The plaintiff has examined himself as P.W.1 and one Thiru.K.Kuppusamy as P.W.2 and exhibited one document as Ex.A.1.

POINT:

6. The plaintiff has laid the above suit for recovery of Rs.24,44,400/- from the defendant due on the promissory note dated 15.8.2015 alleged to have been executed by the defendant in favour of the plaintiff with interest and costs. The plaintiff as P.W.1 has given evidence reiterating the plaint contentions. It is the specific case of the plaintiff that the defendant to meet out his family expenses, for development of family business and agricultural work and to clear the sundry debts has borrowed a sum of Rs.18,00,000/- from the plaintiff on 15.8.2015 agreeing to repay the same with interest at Re.1/- per Rs.100/- per month to the plaintiff or his order on demand and executed the suit promissory note under Ex.A.1 and that since the defendant has not chosen to pay any amount, the plaintiff was forced to file the above suit. The plaintiff has also examined P.W.2 - Thiru. Kuppusamy and he would say in his evidence that the defendant has borrowed a sum of Rs.18,00,000/- from the plaintiff on 15.8.2015 and executed suit promissory note, that one Kalaiselvan, son of Thirumalaisamy has subscribed his signature as witness and that himself had subscribed his signature in the promissory note as scribe cum witness. As already pointed out, the defendant had remained exparte. As such the evidences of P.W.1 and P.W.2 remained un-shaken and un-challenged. It is evident from Ex.P.1

that the defendant has agreed to repay the loan amount with interest at Re.1/- per Rs.100/- per month. It is evident that the plaintiff has calculated interest for the period between 15.8.2015 and 9.8.2018 at Rs.6,44,400/-. On considering the entire evidence adduced by the plaintiff, this court decides that the plaintiff has proved the suit claim. Considering the other facts and circumstances of the case, this court further decides that the plaintiff is entitled to get interest at 12% p.a. from the date of suit till this date and thereafter at 6% p.a. till realization and costs and the above point is answered accordingly.

7. In the result, Suit is decreed with costs directing the defendant to pay a sum of Rs.24,44,400/- with interest on Rs.18,00,000/- at 12% p.a. from the date of suit till this date and thereafter at 6% p.a. till realization.

Dictated by me, transcribed and computerized by the stenographer corrected and pronounced by me in open court, this the 22nd day of February 2019.

Sd/ K. Muralishankar
Principal District Judge,
Dindigul.

Annexure:

List of Plaintiff side witness :

P.W.1. Thiru. K. Ramasamy

P.W.2 Thiru. K.Kuppusamy

List of Plaintiff side documents:

Ex.A.1. 15.8.2018 Promissory Note executed by the defendant
to the plaintiff .

Sd/ K.M
P.D.J.,
Dindigul

/True copy/