IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE, DINDIGUL

Present : Thiru.Swarnam J Rajagopalan,B.A.B.L.,(Hons)
Additional District Judge, Dindigul.

Wednesday, this the 17th day of June 2026

<u>Original Suit.No.288/2022</u>
CNR.NO.TNDG01-003370-2022

N.K.Karuppusamy ....Plaintiff

-Vs-

Velankanni Prabu @ Velankanni ...Defendant

This suit came up on 12.06.2026 for final hearing before me in the presence of Thiru.S.Thiyagarajan, Advocates for plaintiff. Thiru.V.S.Gandhimathinathan and Thiru.V.Satheeskumar, Advocates for defendant and later the defendant not cross examined the PW1, he called absent and set exparte on 14.10.2024 and upon hearing the arguement on the plaintiff's side and perusing entire case records and having stood over for consideration till this date, this Court delivered the following ...

//JUDGEMENT//

The suit is for recovery of money, directing the defendant to pay a sum of Rs.21,87,641/- together with future interest on the principal amount of Rs.19,75,000/- from the date of plaint till realization and for cost of the suit.

2. **<u>Brief averments of the plaint are as follows:</u>**

I. The defendant is carrying on the business of purchase and sale of cars under the name and style of “Tarun Cars” at Dindigul. The plaintiff and the defendant had a long-standing business relationship involving monetary transactions, in the course of which the defendant became liable to pay a sum of Rs.33,75,000/- to the plaintiff.

II. Subsequently, the defendant agreed to sell his house property to the plaintiff for a sale consideration of Rs.46,00,000/-. It was agreed that the plaintiff would discharge the housing loan of Rs.22,25,000/- standing in the defendant’s name with Axis Bank and pay a further sum of Rs.10,00,000/- in cash. Out of the amount due from the defendant, a sum of Rs.14,00,000/- was adjusted towards the sale consideration. The defendant acknowledged the balance liability of Rs.19,75,000/- and agreed to repay the same within four months from 20.03.2021, failing which he would be liable to pay interest. In acknowledgment of the said liability, the defendant executed a letter and five promissory notes aggregating to Rs.19,75,000/- in favour of the plaintiff.

III. The plaintiff discharged the defendant’s loan liability with Axis Bank, Madurai, by paying a sum of Rs.22,25,000/- through Cheque Nos.000201 and 792551 drawn on ICICI Bank and Indian Overseas Bank, Karur Branch, on 25.08.2021 and 11.10.2021 respectively. However, the defendant failed to repay the admitted balance amount of Rs.19,75,000/- within the agreed period.

IV. Despite repeated demands and requests, the defendant failed to discharge his liability. Hence, the defendant is liable to pay the principal sum of Rs.19,75,000/- together with accrued and future interest. Therefore, the suit has been filed for recovery of the said amount with costs and future interest.

3. Brief averments of the written statement are as follows:

I. The suit is false, frivolous, and devoid of merits. Except for the facts specifically admitted herein, all other averments contained in the plaint are denied as false.

II. The allegations that the defendant agreed to sell his house property to the plaintiff for a consideration of Rs.46,00,000/-, that the plaintiff agreed to discharge the Axis Bank loan of Rs.22,25,000/-, paid a sum of Rs.10,00,000/- in cash, adjusted Rs.14,00,000/- towards the sale consideration, and that the defendant acknowledged a balance liability of Rs.19,75,000/- by executing a letter and five promissory notes agreeing to repay the same with interest, are specifically denied.

III. The allegation that the defendant deliberately failed to repay the amount and is liable to pay Rs.19,75,000/- together with interest is also denied. The averments in the plaint are inconsistent and contradictory. The promissory notes relied upon by the plaintiff are fabricated and have been created for the purpose of the suit. The suit is not bona fide and is unsupported by genuine facts.

IV. The defendant further contends that the grant of interim attachment would cause serious hardship and irreparable loss to him. He also disputes the correctness of the property description furnished in the petition.

V. The plaintiff himself has stated that the property described in the schedule has already been alienated. Having admitted the same, the plaintiff is estopped from seeking any relief in respect of the said property. Hence, the suit is liable to be dismissed with costs.

4. Issues Framed:

Based on the above pleadings, the following issues were framed on 10.01.2023:

1. Whether the suit promissory notes are true and genuine?
2. Whether the plaintiff is entitled to recover the suit amount with interest?
3. To what other reliefs is the plaintiff entitled?

5. On the side of the plaintiff, the plaintiff, namely Karuppusamy, was examined as PW1 and marked Ex.A1 to Ex.A7. Further, one Ramakrishnan was examined as PW2 and no document was marked through him.

• Ex.A1 – Original acknowledgment/undertaking letter executed by the defendant in favour of the plaintiff on 20.03.2021.

• Ex.A2 – Xerox copy of the cheque for Rs.4,00,000/- evidencing payment made by the plaintiff towards the defendant's loan liability on 25.08.2021.

• Ex.A3 – Xerox copy of the cheque for Rs.18,25,000/- evidencing payment made by the plaintiff towards the defendant's loan liability on 11.10.2021.

• Ex.A4 – Computer-generated copy of the Encumbrance Certificate relating to the property purchased by the defendant.

• Ex.A5 – Computer-generated copies of three Encumbrance Certificates for the period from 01.01.2015 to 12.07.2022, reflecting the alienation of properties by the defendant.

• Ex.A6 – Certified copy of the sale deed dated 20.01.2015 executed in favour of the defendant by one Manikandan.

• Ex.A7 – Five original promissory notes executed by the defendant in favour of the plaintiff. Out of the five promissory notes, one has been fully filled up, while in the remaining four promissory notes only the amounts have been filled in.

6. Though the defendant filed a written statement and issues were framed, despite sufficient opportunities, he neither appeared before the Court nor cross-examined the witnesses. Consequently, he was called absent and set ex parte on 14.10.2024.

7. Discussion and Findings:

Issue No.1:

Whether the suit promissory notes are true and genuine?

I. The burden of proving the execution of the promissory notes and the acknowledgment letter lies upon the plaintiff.

II. To substantiate his case, the plaintiff examined himself as PW1 and one Ramakrishnan as PW2 and marked Ex.A1 to Ex.A7.

III. Ex.A1 is the original acknowledgment/undertaking letter dated 20.03.2021 said to have been executed by the defendant in favour of the plaintiff. Under Ex.A1, the defendant acknowledged his liability and undertook to repay a sum of Rs.19,75,000/- within the stipulated period.

IV. Ex.A7 comprises five original promissory notes executed by the defendant in favour of the plaintiff for an aggregate sum of Rs.19,75,000/-. Though the defendant denied the execution of the documents in the written statement, he neither entered the witness box nor subjected PW1 and PW2 to cross-examination.

V. The records reveal that the defendant remained absent and was set ex parte on 14.10.2024. Consequently, the oral testimony of PW1 and PW2 remains unchallenged and unrebutted.

VI. Ex.A2 and Ex.A3, namely the cheques evidencing payment of Rs.4,00,000/- and Rs.18,25,000/- respectively towards the defendant's loan liability with Axis Bank, corroborate the plaintiff's version regarding the underlying transaction. Ex.A4 to Ex.A6 also support the plaintiff's case regarding the defendant's ownership and subsequent alienation of the properties.

VII. There is no contra evidence on record to discredit the testimony of PW1 and PW2 or to cast any doubt on the genuineness of Ex.A1 and Ex.A7. Accordingly, this

Court finds that the plaintiff has successfully proved the execution of the acknowledgment letter and promissory notes by the defendant. Hence, Issue No.1 is answered in favour of the plaintiff.

8. Issue No.2:

Whether the plaintiff is entitled to recover the suit amount with interest?

I. The plaintiff's case is that the defendant became liable to pay a sum of Rs.33,75,000/- in the course of their business transactions. Thereafter, a sum of Rs.14,00,000/- was adjusted towards the sale consideration of the property agreed to be sold by the defendant, leaving a balance liability of Rs.19,75,000/-, which was acknowledged by the defendant under Ex.A1 and Ex.A7.

II. The evidence of PW1 establishes that the plaintiff discharged the defendant's housing loan liability with Axis Bank by making payments under Ex.A2 and Ex.A3. The said evidence remains uncontroverted.

III. Though the defendant alleged that the documents are fabricated, he failed to enter the witness box or adduce any evidence in support of such contention. Mere denial in the written statement cannot take the place of proof. An adverse inference is therefore liable to be drawn against the defendant.

IV. The plaintiff has established the debt and liability of the defendant through cogent oral and documentary evidence. Accordingly, this Court holds that the defendant is liable to pay the principal amount of Rs.19,75,000/- to the plaintiff.

V. The plaintiff has claimed a sum of Rs.21,87,641/-, inclusive of interest accrued up to the date of filing of the suit. Having regard to the documentary evidence and the acknowledgment of liability under Ex.A1 and Ex.A7, the plaintiff is entitled to recover the said amount.

VI. As regards future interest, this Court is of the view that interest at the rate of 6% per annum on the principal sum of Rs.19,75,000/- from the date of plaint till the date of realization would be just and reasonable. Accordingly, Issue No.2 is answered in favour of the plaintiff.

9. Result:

In the result, the suit is decreed with costs, directing the defendant to pay a sum of Rs.21,87,641/- (Rupees Twenty-One Lakhs Eighty-Seven Thousand Six Hundred and Forty-One only) to the plaintiff, together with future interest at the rate of 6% per annum on the principal sum of Rs.19,75,000/- (Rupees Nineteen Lakhs Seventy-Five Thousand only) from the date of plaint till the date of realization.

Dictated to steno-typist and directly typed by her in the computer, corrected and pronounced by me in open Court this 17th day of June 2026.

SWARNAM J RAJAGOPALAN

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Date: 2026.06.19 17:29:06 +0545

Additional District Judge,
Dindigul.

Annexures :-

List of witnesses on the side of Plaintiff:

P.W.1 - Thiru.Karuppusamy
P.W.2 – Thiru.Ramakrishnan

List of Exhibits on the side of Plaintiff:

Exhibit No.	Date	Particulars of Documents	Nature
Ex.A1	20.03.2021	Acknowledgment/undertaking letter executed by the defendant in favour of the plaintiff	Original
Ex.A2	25.08.2021	Cheque for Rs.4,00,000/- evidencing payment made by the plaintiff to the bank on behalf of the defendant	Xerox copy
Ex.A3	11.10.2021	Cheque for Rs.18,25,000/- evidencing payment made by the plaintiff to the bank on behalf of the defendant	Xerox copy
Ex.A4	--	Encumbrance Certificate showing the defendant's purchase of the property.	Computer generated copy
Ex.A5	--	Encumbrance Certificates for the period from 01.01.2015 to 12.07.2022, showing the alienation/sale of properties belonging to the defendant.	Computer generated copy
Ex.A6	20.01.2015	Sale deed relating to the property purchased by the defendant from Manikandan.	Certified computer generated copy
Ex.A7	--	Five promissory notes executed and signed by the defendant and handed over to the plaintiff.	Original

SWARNAM J RAJAGOPALAN

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Additional District Judge,
Dindigul.