

**IN THE COURT OF THE ADDITIONAL SUB JUDGE, PALANI.**

**Present : Thiru. J. Jeya Suthahar, M. Sc., L.L.M.,  
Additional Sub Judge, Palani.**

**Dated this the 3<sup>rd</sup> day of November 2022, Thursday**

**O.S. No.6/2022**

**(CNR. No.TNDG07-000040-2022)**

S. Thangaraj

--- Plaintiff

/Vs/

N. Paramaguru

--- Defendant

This Suit was taken on file on 06.01.2022 and came before me for final hearing on 18.10.2022 in the presence of Mr. S.Etteeswaran and Mr.B. Mathavapushpavanam, Learned Counsels for the plaintiff and the defendant being remained exparte and upon hearing the arguments on the side of the plaintiff and upon perusal of the oral and documentary evidence adduced on the side of the plaintiff and upon perusal of records and having stood over for consideration till this date, this court doth delivers the following:

**JUDGMENT**

This suit is filed by the Plaintiff under Order VII Rule 1 of CPC for recovery of a sum of Rs.8,50,885/- (Rupees Eight Lakhs Fifty Thousand Eight Hundred and Eighty Five Only) together with future interest at the rate of 12% p.a. for the principal amount of Rs.6,47,390/- (Rupees Six Lakhs Forty Seven Thousand Three Hundred and Ninety Only) from the date of plaint till the date of realization and costs from the defendant.

**2. The averments in the plaint in brief as follows:**

The defendant borrowed a sum of Rs.2,00,000/- from the plaintiff for his business expenses on 12.01.2018 by a cheque of Karur Vishya Bank bearing No.000152 and again the defendant borrowed a sum of Rs.2,00,000/- from the plaintiff on 11.09.2018 by a cheque of Karur Vishya Bank bearing No.000166. The defendant executed two separate promissory notes in favour of the plaintiff for the above loans. Finally the defendant borrowed a sum of Rs.2,00,000/- from the plaintiff for his business expenses on 08.05.2019 by a cheque of Karur Vishya Bank bearing No.000177. The defendant obtained the amount by depositing the above cheques for

collection. Finally for the first two loans obtained by the defendant with 12% interest which comes to a total sum of Rs.4,47,390 and for the loan of Rs.2,00,000/- borrowed by him on 08.05.2019 which comes to a total sum of Rs.6,47,390/- the defendant executed a demand promissory note on the same date on 08.05.2020 in favour of the plaintiff. On that day he got back the two promissory notes given by him earlier. But the defendant did not pay any amount to the plaintiff. Hence the plaintiff sent a legal notice to the defendant on 03.12.2021. The defendant received the notice on 06.12.2021. But he neither paid the amount nor sent reply. Hence the suit is filed.

3. After service of summons though the defendant entered appearance through his counsel subsequently since the defendant did not file written statement he was set exparte.

4. To prove the case of the plaintiff in this case, PW1 was examined and Ex.A1 and Ex.A4 were marked.

5. The Point for decision in this suit is whether the plaintiff is entitled to recover the suit claim from the defendant as prayed for?

6. The plaintiff is examined as PW1. He has filed his proof affidavit and deposed before this court by concurring with the averments stated in the plaint. He also has marked Ex.A1 to Ex.A4 documents. On perusal of the plaint and the proof affidavit of PW1 and other records it is seen that the defendant executed Ex.A1 promissory note in favour of the plaintiff for the amount of Rs.6,47,390/- due from him to the plaintiff and agreed to repay the amount with interest at the rate of 12% p.a. It is seen that the defendant borrowed the amount from the plaintiff through the cheques issued by him by depositing them for collection as evident from Ex.A2 statement of account copy of the concerned bank. Further it is also seen that the plaintiff sent Ex.A3 legal notice to the defendant demanding the amount with accrued interest and that the notice was received by him by Ex.A4 acknowledgment card. It is stated by the plaintiff that even after the suit notice the defendant did not pay any amount to the plaintiff.

7. The defendant is the competent person to deny the pleadings and evidence adduced on the side of the plaintiff. But he did not appear before this court and deny the case of the plaintiff. As already stated he remained exparte. There is no contra evidence to the evidence adduced by the plaintiff. The plaintiff has proved his case through the evidence of PW1 and Ex.A1 to Ex.A4 documents. Hence this court is of the view that the plaintiff is entitled to recover the suit claim from the defendant.

8. In the result, the suit is decreed in favour of the plaintiff and the defendant is directed to pay a sum of Rs.8,50,885/- (Rupees Eight Lakhs Fifty Thousand Eight Hundred and Eighty Five Only) together with future interest at the rate of 9% p.a. for the principal amount of Rs.6,47,390/- (Rupees Six Lakhs Forty seven Thousand Three Hundred and Ninety Only) from the date of the plaint till the date of decree and thereafter at 6% p.a till the date of realization and the costs of the suit to the plaintiff.

Dictated to the steno-typist directly and computerized by him, corrected and pronounced by me in the open court on this the 3<sup>rd</sup> day of November 2022.

**Additional Sub Judge,  
Palani.**

**Plaintiff side Witnesses :**

PW1 - Mr. Thangaraj (Plaintiff)

**Plaintiff side Exhibits :**

- Ex.A1 - 08.05.2019 - Promissory note executed by the defendant in favour of the plaintiff.
- Ex.A2 - - - Copy of Statement of Account of Karur Vaishya Bank, Palani Branch
- Ex.A3 - 03.12.2021 - Office copy of the legal notice sent by the plaintiff to the defendant.
- Ex.A4 - --- - Acknowledgement card

**Defendant side witnesses and documents** – Nil.

**Additional Sub Judge,  
Palani.**