

IN THE COURT OF THE DISTRICT MUNSIF, PAPPIREDDIPATTI

In the presence of Selvi.M.Saranya, B.A.,LL.B

District Munsif

Pappireddipatti

On Friday, this 5th day of June, 2026

O.S.No.:167/2022

CNR No.:TNDP080002002022

Morappur Magalir Munnetra Sangam

Rep. by its Head-Arulrasan

...Plaintiff

Vs

Gunarpoosam

...Defendant

This suit has come up before me for final hearing on 02.06.2026, in the presence of Mr.J.Arunagiri, B.Sc., B.L., the learned counsel for plaintiff. The defendant has been set ex-parte on 02.11.2022, as she hasn't appeared before the court, inspite of the service of summons. Upon perusal of materials on record, after hearing the submissions of the learned counsel for plaintiff and having this suit for consideration of this court till today, this court hereby delivers the following

JUDGEMENT

This suit has been filed by the plaintiff before this court for the relief of recovery of suit amount with interest from the defendant, which was borrowed by the defendant from the plaintiff by execution of a promissory note in its favour.

1. Brief averments of the plaint filed by the plaintiff:

The defendant, being the member of the plaintiff association, has borrowed a sum of Rs.50,000/- (Rupees Fifty Thousand Only) from the plaintiff, by executing a promissory note in its favour, in presence of witnesses on 29.08.2019, thereby agreeing to repay the same as Rs.2681/- (Rupees Two Thousand Six Hundred and Eighty One Only) per month in 28 monthly payments, to plaintiff. After paying 11 monthly installments, the defendant has not paid the remaining 17-month installments. Being aggrieved, when the plaintiff demanded the defendant, in person, to pay the same, the defendant has refused to pay the same. As the defendant is evading to pay the amount as agreed to pay, on 10.09.2022, the plaintiff approached the defendant thereby asking her to pay the balance due amount to the plaintiff. But the defendant refused to pay the

balance due amount. Hence the plaintiff has filed this suit for the recovery of Rs.66,857/- (Rupees Sixty-Six Thousand Eight Hundred and Fifty-Seven Only), which is due to be paid by the defendant, with subsequent interest from the date of suit.

2. In spite of the service of summons, the defendant has appeared neither in person nor through an advocate before this court and so she has been set ex-parte on 02.11.2022.

3. **Points for determination:**

3.1. Whether the plaintiff is entitled to the relief of recovery of money from the defendant as sought for in the plaint?

3.2. To what other reliefs?

4. **Evidence adduced:**

In order to prove the case of plaintiff, two witnesses're examined on the side of plaintiffs-firstly, the plaintiff himself has been examined as PW-1 on oath and subsequently, one-Mr.Muzeer Ali has been examined on oath as PW-2. Besides oral evidence, documentary evidence was also adduced on the plaintiff and are marked as Ex.A-1 to Ex.A-2. No oral or documentary evidence was adduced on the side of the defendant.

5. Heard the submissions of the learned counsel for plaintiff and perused the materials on record.

6. **Arguments advanced:**

The learned counsel for the plaintiff contended that the defendant has borrowed a sum of Rs.50,000/- (Rupees Fifty Thousand Only) from the plaintiff by executing a promissory note on 29.08.2019, whereby she has undertaken to repay the same as Rs.2681/- (Rupees Two Thousand Six Hundred and Eighty-One Only) per month in 28 monthly payments, to plaintiff. It has also been submitted by the learned counsel that after paying 11 monthly installments, as the defendant has failed to repay the remaining 17 installments as agreed, despite the repeated demands made in person by the plaintiff, with an intent to evade from paying the borrowed amount. The learned counsel further submitted that on the said circumstances, since the defendant refused to repay the amount, when the plaintiff approached her on 10.09.2022, thereby seeking the repayment of money, the plaintiff has filed this suit for the recovery of suit amount with subsequent interest. Relying on the oral and documentary evidence adduced on the side

of plaintiff, the learned counsel of plaintiff has prayed that the suit may be decreed in favour of the plaintiff.

7. **Discussion:**

7.1. It is the case of the plaintiff that by executing a promissory note in his favour on 29.08.2019, the defendant has borrowed a sum of Rs.50,000/- (Rupees Fifty Thousand Only), thereby agreed to repay the same as Rs.2681/- (Rupees Two Thousand Six Hundred and Eighty One Only) per month in 28 monthly payments, to plaintiff; that as the defendant has failed to repay 17 monthly installments, as agreed and so he has filed this suit for the recovery of suit amount along with subsequent interest from date of suit.

7.2. Despite the service of summons, the defendant hasn't appeared before the court and so she has been set ex-parte on 02.11.2022. Now the first point to be determined is *whether the plaintiff is entitled to the relief of recovery of money from the defendant as sought for in the plaint.*

7.2.1. It is settled law that the burden of proof always lies upon the person who asserts and not on one who denies, i.e., "*ei incumbit qui delicit conqui negat*". Even though the defendant has been set ex-parte for her failure to file written statement, in the instant case, the burden of proof lies upon the plaintiff for succeeding in this suit. Initially to discharge such burden, the plaintiff himself has been examined on oath as PW-1, who deposed the facts as pleaded in the plaint. Through PW-1, 2 documents're marked as follows: *-the xerox copy of the registration certificate of the plaintiff association, after being compared with its original, has been marked as Ex.A-1 and the original promissory note executed by the defendant in favour of plaintiff, dated 29.08.2019, has been marked as Ex.A-2.*

7.2.2. Followed by PW-1, to strengthen the case of plaintiff, one-Mr.Muzeer Ali has been examined on oath as PW-2, PW-2, who has deposed in corroboration with PW-1, has also stated that he has signed as an attesting witness to Ex.A-1.

7.2.3. It is evident from Ex.A-2 that it was executed by the defendant in favour of plaintiff and that the defendant has borrowed a sum of Rs.50,000/-(Rupees Fifty Thousand Only) from the plaintiff on 29.08.2019 and has agreed to repay the same as Rs.2681/- (Rupees Two Thousand Six Hundred and

Eighty One Only) per month in 28 monthly payments, to plaintiff. A careful reading of Ex.A-2 also reveals that PW-2 has signed as a witness to the same. The statement of PW-1 that the defendant failed to make payment of 17 monthly installments, remain un rebutted.

7.2.4. In this case, in view of the abovesaid discussions, this court is of the opinion that through both the oral and documentary evidence let-in by the plaintiff, the plaintiff has established his case. And thus, the presumption u/s 118 of the Negotiable Instruments Act, 1881 kicks in and the burden shifts to the defendant to rebut the statutory presumption. In the instant case, the defendant has remained ex-parte and both the oral and documentary evidence let in by the plaintiff remain un rebutted. Having regard to the evidence adduced on the side of plaintiff which remains un rebutted, this court is of the view that the plaintiff has established his case and he is entitled to the relief of recovery of suit amount from the defendant as sought for in the plaint. Accordingly point no.1 is decided in favour of the plaintiff.

7.3. The yet another point to be decided is that *to what other reliefs*. Upon considering the facts and circumstances of the case, this court hereby decides that neither party is entitled to any other relief.

8. Decision:

In result, in the interest of justice, this suit is decreed in favour of the plaintiff and as against the defendant, thereby directing the defendant to pay the plaintiff a sum of Rs.66,857/-(Rupees Sixty Six Thousand Eight Hundred and Fifty Seven Only) with subsequent interest at the rate of 6% per annum on the principal amount from the date of suit till the date of realization.

Typed by me directly in my laptop, printed, corrected and pronounced by me in open court on this 5th day of June, 2026.

District Munsif
Pappireddipatti

LIST OF ORAL AND DOCUMENTARY EVIDENCE

1. List of witnesses examined on the side of plaintiff:

S.No.	Witness	Name of witness	Date of examination- in-chief	Date of cross- examination	Date of Re- examination
1.	PW-1	Mr.Arulrasan	11.09.2025	-	-
2.	PW-2	Mr.Muzeer Ali	11.09.2025	-	-

2. List of exhibits marked on the side of plaintiff:

S.No.	Exhibit	Date	Description of the document	Nature of the document
1.	Ex.A-1	-	Registration certificate of the plaintiff association	Xerox Copy (compared with its original)
2.	Ex.A-2	29.08.2019	Promissory note executed by the defendant in favour of the plaintiff	Original

3. List of witnesses examined on the side of defendant:

NIL

4. List of exhibits marked on the side of defendant:

NIL

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