

## IN THE COURT OF II ADDITIONAL DISTRICT JUDGE, ERODE

Present: V.Suresh B.A., B.L.,

II Additional District Judge, Erode

Wednesday, the 03<sup>rd</sup> day of June 2026O.S.No.665 of 2024

(CNR.No.TNED01-003695-2024)

S.M.Sivakumar

- Plaintiff

/ Vs /

N.C.Muthusamy

- Defendant

This suit coming before this court for final hearing on 22-04-2026 in the presence of Thiru.K.Ravindran, Advocate for the plaintiff and Thiru.R.Raja, Advocate for the defendant had not appeared and set exparte, upon hearing the arguments of the plaintiff side, perusing the records and having stood over for consideration till this date, this court delivers the following;

Judgement

01. The plaintiff had filed the suit under Order VII Rule 1 of C.P.C to directing the defendant to pay a sum of Rs.31,45,334/- with future interest at the rate of 12% per annum for Rs.20,00,000/- from the date of suit till the date of realization and costs of the suit.

02. The averments made in the plaint in a nutshell

(i) The defendant had borrowed a sum of Rs.10,00,000/- for his urgent business expenses and other expenses from the plaintiff and executed a promissory note for the said amount in favour of the plaintiff promising to repay the same with interest at 12% per annum either to plaintiff or his order on demand. Again on 01-07-2019, the defendant had borrowed a sum of Rs.10,00,000/- for his urgent business expenses and

other expenses from the plaintiff and executed a promissory note for the said amount in favour of the plaintiff, promising to repay the same with interest at 12% per annum either to the plaintiff or his order on demand. In spite of several demands made by the plaintiff, the defendant have not paid any amount either towards principal or towards interest so far due under the above aid promissory notes. Hence, the plaintiff issued the notice on 12-07-2021 to the defendant and two others.

(ii) The defendant after receive the notice approached the plaintiff and assure to settle the amount within the December 2021 and in order to acknowledged his liability and prompt discharge of the said amount duly executed a confirmation letter on 29-07-2021 on that day the defendant paid Rs.50,000/- in respect of promissory note dated 30-03-2019 and another sum of Rs.50,000/- paid for the promissory note dated 01-07-2019 total sum of Rs.1,00,000/- and duly executed the confirmation letter with presence of the witnesses. The defendant failed to pay the remaining balance amount with interest within the month of December, 2021 as per his confirmation letter. Further even in spite of repeated demands by the plaintiff, the 1<sup>st</sup> defendant failed to repay the amount and hence the plaintiff come forward with the suit for recovery of the amount. Hence, the suit.

### 03. The averments made in the written statement of the defendant in a nutshell

The suit is false, frivolous, vexatious and not maintainable in law and on facts. It is false to state that the defendant had borrowed a sum of Rs.10,00,000/- for his urgent business expenses and executed a promissory note for the said amount in favour of the plaintiff promising to repay the same with interest at 12% per annum. It is false to state that again on 01-07-2019, the defendant had borrowed a sum of Rs.10,00,000/- for business expenses and executed a promissory note for the said amount in favour of the plaintiff promising to repay the same with interest at 12% per annum. It is false to state that inn spite of several demands made by the plaintiff, the

defendant have not paid any amount either towards principal or towards interest. The defendant had not borrowed any amount from the plaintiff. There is no cause of action for the suit. The suit may be dismissed with costs.

04. Issues :

1. Whether the defendant had executed the suit promissory note for consideration ?
2. Whether the plaintiff is entitled to the suit claim as prayed for ?
3. To what other reliefs the parties are entitled for ?

05. Heard the arguments of the plaintiff side. This court carefully considered the entire case records. The defendant was set exparte. On the side of the plaintiff, PW1 was examined and the documents in Ex.A1 to Ex.A10 were marked. The suit is one for recovery of loan amount based on promissory notes.

06. By explaining the averments made in the plaint, the learned counsel for the plaintiff would submit that suit may be decreed as prayed for.

07. Issues Nos.1 & 2 – Discussion and Decision

(i) The plaintiff had filed the suit seeking to recover of loan amount. The defendant had filed written statement but, the defendant had not turned up for cross examination of the PW1 and consequently, the defendant was set exparte on 22-04-2026. The PW1 had narrated entire facts of the case in his proof affidavit. The plaintiff in the pleadings and oral evidences had contented that the defendant had borrowed an amount of Rs.10,00,000/- from the plaintiff and in consideration thereof, the defendant had executed promissory note in favour of the plaintiff on 30-03-2019 agreeing to repay the loan amount with interest at 12% per annum and that the defendant had borrowed another amount of Rs.10,00,000/- from the plaintiff and in consideration thereof, the defendant had executed promissory note in favour of the

plaintiff on 01-07-2019 agreeing to repay the loan amount with interest at 12% per annum and that the defendant had paid Rs.1,00,000/- towards the interest amount and that the defendant had to repay the balance loan amount with interest. The Ex.A1 promissory note would show that the defendant had borrowed an amount of Rs.10,00,000/- from the plaintiff on 30-03-2019. The Ex.A2 promissory note would show that the defendant had borrowed an amount of Rs.10,00,000/- from the plaintiff on 01-07-2019.

(ii) The document in Ex.A3 would show that the defendant had executed loan confirmation letter to the plaintiff. The Ex.A4 & Ex.A5 would show that the plaintiff had issued legal notice to the defendant calling upon to pay the entire loan amount and that the defendant had received the said legal notice of the plaintiff. The plaintiff had filed the documents in Ex.A6 to Ex.A10 in order to establish his source of income. The plaintiff side had contended that even after repeated request, the defendant had failed to repay principal and interest amount. The defendant had not turned up to contest the suit. The plaintiff had established the case through oral and documentary evidences. Therefore, this court is of view that the plaintiff is entitled for the suit amount with subsequent interest and costs. Accordingly, the issues Nos.1 & 2 are answered in favour of the plaintiff.

#### 08. Issues No.3 – Discussion and Decision

The issues 1 & 2 are decided in favour of the plaintiff. Hence, the suit is liable to be decreed as prayed for with costs. The issue No.3 is answered accordingly.

In the result, the defendant is directed to pay the plaintiff a sum of Rs.31,45,334/- (Rupees Thirty One Lakhs Forty Five Thousand Three Hundred and Thirty Four only) together with interest at the rate of 9% per annum on Rs.20,00,000/- from the date of plaint till the date of Judgment and thereafter, with

interest at the rate of 6% per annum on Rs.20,00,000/- till the date of realization with costs. Accordingly, the suit is decreed with costs.

Directly dictated to the Steno-typist and directly computerized by her, corrected and pronounced by me in the open court, on this 03<sup>rd</sup> day of June 2026.

II Additional District Judge,  
Erode.

01. List of witnesses on the side of the plaintiff

1) PW1 - Sivakumar

02. List of exhibits on the side of plaintiff

|     |        |   |            |   |                                      |
|-----|--------|---|------------|---|--------------------------------------|
| 01) | Ex.A1  | - | 30-03-2019 | - | Original promissory note             |
| 02) | Ex.A2  | - | 01-07-2019 | - | Original promissory note             |
| 03) | Ex.A3  | - | 29-07-2021 | - | Original confirmation letter         |
| 04) | Ex.A4  | - | 12-07-2021 | - | Copy of legal notice                 |
| 05) | Ex.A5  | - | -          | - | Original postal acknowledgment cards |
| 06) | Ex.A6  | - | 13-03-2019 | - | Copy of sale deed                    |
| 07) | Ex.A7  | - | -          | - | Copy of bank account statement       |
| 08) | Ex.A8  | - | -          | - | Copy of bank account statement       |
| 09) | Ex.A9  | - | 2019-2020  | - | Copy of income tax return            |
| 10) | Ex.A10 | - | 2020-2021  | - | Copy of income tax return            |

03. List of witnesses and exhibits on the side of the defendant : Nil

II Additional District Judge,  
Erode.

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O.S.No.665/2024

Date : 03-06-2026

Draft/Fair Judgment