

IN THE COURT OF THE SUBORDINATE JUDGE, SATHYAMANGALAM

PRESENT: Tmt.K.S.Shabeena, B.A., B.L.
Subordinate Judge, Sathyamangalam.

Friday, the 13th day of March 2026
(2056 Thiruvalluvarandu Visuvavasu varudam Maasi Thingal 29th day)

O.S.NO.190/2024
CNR No.TNED050003262024

S.R.Shanmugam

...Plaintiff

/Vs/

G.Kanagaraj

...Defendant

This suit came up for final hearing before me on 13.03.2026 in the presence of Thiru.S.R.Thirukumaran, Advocate for the plaintiff and the defendant has not appeared before this court and called absent set exparte and upon hearing the arguments on plaintiff side and having stood over for consideration till this day, this court delivering the following...

JUDGMENT

The Suit is filed by the plaintiff to pass a decree directing the defendant to pay a sum of Rs.7,81,500/- along with future interest and cost of this suit.

2. The averments of the plaint in brief:

The Plaintiff submits that on 19.10.2022, the defendant borrowed a sum of Rs.6,00,000/- from the plaintiff for his family and business expenses and agreed to repay the same with interest at the rate of Rs.1.00 per Rs.100/- per month either to the

plaintiff or his order on demand and executed a promissory note in favour of the plaintiff in the presence of the witness. The defendant did not pay any amount either towards interest or principal. In spite of repeated demands by the plaintiff in person and requested the defendant to repay the amount due on the pronote for which the defendant postpone the time and evading payment. Therefore, when the Plaintiff informed the Defendant that a suit would be filed against defendant if the principal and interest amounts were not repaid, the defendant, on 16.11.2023, executed an undertaking before a Notary Advocate, promising to repay the loan amount in two installments within a period of four months. But he did not repay the amount. Therefore, on 19.03.2024, the plaintiff sent a registered notice through his Lawyer. The defendant, having received said notice on 21.03.2024, did not send any reply notice; nor did he repay the amount. Hence the plaintiff is file the suit.

3. Despite service of summons, the defendant failed to appear before this Court and was set ex parte on 18.11.2025.

4. Evidences:

To substantiate his case on the plaintiff side, the plaintiff Thiru.Shanmugam was examined as PW1 and Ex.A1 to Ex.A4 were marked. The Defendant was set exparte in this suit.

5.Now the point for consideration:

1.Whether the plaintiff is entitled to get the relief as prayed for?

6. POINTS:

6.1. Heard. Records perused. The Court has perused the plaint, the affidavit filed by the plaintiff, and the document marked before this court.

6.2. To substantiate his case the plaintiff examined himself as PW1 and Ex.A1 to Ex.A4 have been marked through him. On perusal of Ex.A1 it is revealed that the defendant had borrowed a sum of Rs.6,00,000/- from plaintiff for his urgent family and business expenses and had executed the Ex.A1 Promissory Note. On careful perusal of the evidence of PW1, it could be seen that the PW1 had reiterated the averments set out in the plaint. From the evidence of PW1 and Ex.A1 it is clear that the plaintiff has proved his case that the defendant had borrowed a sum of Rs.6,00,000/- and agreed to repay the said loan amount with interest at the rate of 12% per annum.

6.3. From the evidence of PW1 and Ex.A1 to Ex.A4 this court is of view that, as per Section 118 of Negotiable instruments Act, the presumption is infavour of the plaintiff. Moreover this court is of opinion that the plaintiff has proved his case by way of oral and documentary evidence.

6.4. In this case the defendant remained Ex-parte and he has not appeared before this court and had not chosen to file any written statement to refuse the allegation made in the plaint. There is no contra evidence on behalf of the defendant to reject the claim of the plaintiff. Considering the above facts and circumstance this court is of the

considered opinion that the plaintiff had established the case with available oral and documentary evidence. Hence this Court finds that no ground to disbelieve the testimony of plaintiff witness. In view of unbuttered and unchallenged oral and documentary evidence led by the plaintiff deserves to be accepted on its face value. Hence, the plaintiff is entitled to get the decree as prayed for.

6.5. Since the loan is not taken for commercial purpose, this court considers that, the rate of interest has to be computed at the rate of 9% per annum from the date of suit till the date of decree thereafter 6% per annum till realization.

7. RESULT:

1. **In the result**, this suit is decreed with cost.
2. The plaintiff is entitled to recover the suit amount of Rs.7,81,500/- with future interest at the rate of 9% per annum from the date of suit till the date of decree thereafter 6% per annum till realization to the principal amount from the defendant.

Dictated by me to the Steno typist, typed by her in the Computer directly, corrected and pronounced by me in open court on this the 13th day of March 2026.

Subordinate Judge,
Sathyamangalam.

List of witness

Plaintiff side:

PW-1 -Thiru.Shanmugam (Plaintiff)

Defendant side: -Nil-

List of documents

Plaintiff side:

S.No.	Date	Particulars	Nature
Ex.A1	19.01.2022	Promissory Note executed by the defendant	Original
Ex.A2	16.11.2023	Promissory Affidavit	Original
Ex.A3	19.03.2024	Lawyer Notice	Office Copy
Ex.A4	23.03.2024	Acknowledgment Card	Original

Defendant side: -NIL-

Subordinate Judge,
Sathyamangalam.