

**In the Court of the Principal District Judge, Kallakurichi.**

Present : Tmt. Irusan Poonguzhali, M.L.,  
Principal District Judge,  
Kallakurichi.

Wednesday, the 15<sup>th</sup> day of April 2026

**Original Suit No. 139/2025**

(CNR.No.TNKA01-002381-2025)

Kalyanaraman

. . Plaintiff

//versus//

Raja

. . Defendant

The original suit has been coming before me for final hearing on 07.04.2026, in the presence of **Thiru.R.Radha Krishnan**, the learned advocate for the Plaintiff and the defendant having remained exparte and after hearing the arguments of plaintiff's side and upon perusing the relevant records, and having been stood over for consideration of this court, till this day, this court delivered the following:-

**JUDGMENT**

The suit is filed by the plaintiff for recovery of a total sum of Rs.33,94,500/- on the foot of promissory note dated 07.01.2024, said to have been executed by the defendant, for a principal sum of Rs.30,00,000/-, together with subsequent interest at the rate of 12% Per Annum, till the date of realization and for costs.

**2) The plaint averments in brief are as follows :**

The defendant herein borrowed a sum of Rs.30,00,000/-, from the plaintiff, on 07.01.2024, for his urgent family needs and to discharge the

sundry debts, evidencing the same, on the same day, has executed a promissory note for a principal sum of Rs.30,00,000/-, agreeing to repay the same, with the interest at the rate of 12% p.a. The defendant assured to repay the same to him or his order on demand, with interest at 12% p.a. In spite of several oral demands made by the plaintiff, the defendant has not paid any amount either towards the principal or interest. With no other option, on 03.06.2025, the plaintiff issued a legal notice to the defendant. The defendant having received the said notice on 12.06.2025, neither issued nor complied the demands of the plaintiff. Thus, the plaintiff has filed the suit for recovery of money for a sum of Rs.33,94,500/-, being the suit amount and for costs with subsequent interest. The plaintiff has restricted his claim of interest at 9% per annum for the principal sum.

3) In the instant case, summon was duly served upon the defendant, whereas he remained exparte. Hence the suit proceeded exparte against the defendant.

4) On the side of the Plaintiff, the plaintiff examined himself as **PW1** and **Ex.A1 to Ex.A3** were marked.

**5) The point for consideration:-**

Whether the plaintiff is entitled to the suit claim as prayed for ?

**6. Point:-**

6.1. The suit is filed by the plaintiff for the recovery of a total sum of Rs. 33,94,500/- on the foot of promissory note, said to have been executed by the defendant, for a principal sum of Rs.30,00,000/-, in favour of the plaintiff, agreeing to repay the same with interest at the rate of 12% per annum and for subsequent interest and costs.

6.2. The case of the plaintiff is that on 07.01.2024 the defendant borrowed a sum of Rs.30,00,000/- from the plaintiff for his urgent family needs and to discharge the sundry debts, evidencing the same, on the same day, for the said sum has executed the suit promissory note under Ex.A1, for a sum of Rs.30,00,000/-, agreeing to repay the same with interest at the rate of 12% p.a.. In spite of several oral demands made by the plaintiff, the defendant has not paid any amount, either towards the principal or interest.

6.3. In order to discharge the burden of proof, the plaintiff examined himself as PW1 and to Ex.A1 to Ex.A3. The copy of the legal notice issued by the plaintiff's counsel to the defendant is marked as Ex.A2. The said notice was received by the defendant as per the acknowledgment card under Ex.A3. PW1 has categorically deposed that the defendant had borrowed a sum of Rs.30,00,000/- on 07.01.2024, for his family necessities and to discharge the sundry debts, evidencing the same, had executed the suit promissory note under Ex.A1, for Rs.30,00,000/-, in favour of the plaintiff, but failed to honour his promise. The plaintiff, has proved the claim through oral and documentary evidence and has initially discharged his burden of proof that the suit promissory note is true, valid and supported by consideration. So the presumption **under section 118 of the Negotiable Instrument Act** comes into operation infavour of the plaintiff, that the suit promissory note bear the signature and the thumb impression of the defendant and was duly executed. Though it is a rebuttal presumption, the defendant has not let in any evidence, he remained exparte. Though the interest of claim was 12% as per Ex.A1, the plaintiff has restricted his claim of interest to 9% per annum instead of 12% per annum. Thus all the

contentions raised by the plaintiff were not repudiated or controverted by the defendant by letting in any oral or documentary evidence. The defendant having duly executed the suit promissory note, with an unconditional undertaking to pay the same and having not discharged the same, is bound to repay the suit claim as prayed for with cost. This point is answered accordingly in favour of the plaintiff.

In the result, the suit is decreed with costs, directing the defendant to pay the suit amount of Rs.33,94,500/- to the plaintiff, together with interest at the rate of 9% per annum on Rs.30,00,000/- being the principal amount of the suit promissory note from the date of plaint till this date and thereafter 6% per annum from this date till the date of realization.

Dictated by me to Steno-Typist, typed by her directly in the computer, corrected and pronounced by me in the open court, this the 15<sup>th</sup> day of April 2026.

//sd.,Irusan Poonguzhali//  
Principal District Judge,  
Kallakurichi

**Witness examined on the side of the Plaintiff's:-**

PW1 - Thiru.Kalyanaraman (Plaintiff)

**Exhibits marked on the side of the Plaintiff's:-**

Ex.A1	07.01.2024	Original Promissory note executed by the defendant for a sum of Rs.30,00,000/- in favour of the plaintiff.
Ex.A2	03.06.2025	Office copy of the legal notice issued by plaintiff's counsel to the defendant.

Ex.A3	----	Acknowledgment card of the defendant.
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**Defendant's side witnesses and Exhibits :** - Nil -

//sd.,Irusan Poonguzhali//  
Principal District Judge,  
Kallakurichi.

**JUDGMENT**  
**FAIR/DRAFT**  
**O.S.No.139/2025**  
**Date: 15.04.2026.**  
**C1(d)**

**In the Court of the Principal District Judge, Kallakurichi.**

Present : **Tmt. Irusan Poonguzhali, M.L.,**  
Principal District Judge,  
Kallakurichi.

Wednesday, the 15<sup>th</sup> day of April 2026

**Original Suit No. 139/2025**

(CNR.No.TNKA01-002381-2025)

Kalyanaraman, aged about 48/2025,  
S/o.Sengankonar,  
**Residing at,**  
Mathur Village,  
Chinnasalem Taluk,  
Kallakurichi District.

. . Plaintiff

//versus//

Raja, aged about 44/2025,  
S/o.Gopal Konar,  
**Residing at,**  
Sellampattu Village,  
Chinnasalem Taluk,  
Kallakurichi District.

. . Defendant

The suit is filed by the plaintiff for recovery of a total sum of Rs.33,94,500/- on the foot of promissory note dated 07.01.2024, said to have been executed by the defendant, for a principal sum of Rs.30,00,000/-, together with subsequent interest at the rate of 12% Per Annum, till the date of realization and for costs.

The suit presented on : 24.06.2025 and 25.06.2025

Taken on file on : 25.06.2025

Value of Suit : Rs.33,94,500/-  
 Court Fee : Rs.1,01,835/- paid under Sec.22  
 of Tamil Nadu Court fee Act.

The cause of action arose on 07.01.2024, 03.06.2025 and 12.06.2025 at Mathur Village, Chinnasalem Taluk and Kallakurichi District within the jurisdiction of this Court.

The original suit has been coming before me for final hearing on 07.04.2026, in the presence of **Thiru.R.Radha Krishnan**, the learned advocate for the Plaintiff and the defendant having remained *exparte* and after hearing the arguments of plaintiff's side and upon perusing the relevant records, and having been stood over for consideration of this court, till this day, this court delivered the following:-

### DECREE

1.	That the suit be and the same is hereby decreed.
2.	That the defendant is directed to pay the suit amount of Rs.33,94,500/- to the plaintiff, together with interest at the rate of 9% per annum on Rs.30,00,000/- being the principal amount of the suit promissory note from the date of plaint till this date and thereafter 6% per annum from this date till the date of realization.
3.	That the defendant is directed to pay a sum of <b>Rs.1,12,349.50P</b> to the plaintiff being the cost of the suit.

**Cost List**

<b>Sl. No</b>	<b>Description</b>	<b>Plaintiff side Rs. P</b>	<b>Defendant side Rs. P.</b>
1.	Court Fee paid on Plaint	1,01,835.00	- Cost list not filed -
2.	Court Fee paid on Vakalath	10.00	
3.	Advocate Fees	10,000.00	
4.	Process Fees	4.50	
5.	Notice expenses	500.00	
	<b>Total</b>	<b>1,12,349.50</b>	

Given under my hand and the seal of the court, this the 15<sup>th</sup> day of April 2026.

//sd.,Irusan Poonguzhali//  
Principal District Judge,  
Kallakurichi.

**DECREE**  
O.S.No.139/2025  
D.D: 15.04.2026  
C1(d)