

**IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,  
KRISHNAGIRI.**

**Present: Thiru R. SAKTHIVEL, B.A., B.L.,  
Principal District Judge, Krishnagiri.**

Thursday the 28<sup>th</sup> day of July 2022

**ORIGINAL SUIT No.43 / 2022**

(CNR No.TNKI 010003872022)

S.Murali

... Plaintiff

/vs/

C.Perumal

...Defendant.

This suit is coming up on 25-07-2022 for final hearing before this Court, in the presence of Tr. R.Venkataswamy, Counsel for the plaintiff. Though service of summon to the defendant was held sufficient and the defendant did not choose to appear and hence he was called absent and set exparte. Upon hearing the argument of the plaintiff's side, and perusing the plaint and other connected records and having stood over for consideration till this day (28.07.2022), this Court delivers the following:-

**J U D G M E N T**

The plaintiff filed this suit, for the relief of recovery of money of Rs.14,74,898/- from the defendant with subsequent interest as per law.

Brief averments made in the Plaint :-

2) The case of the plaintiff is that, the plaintiff is a Proprietor of Sri Subramani Hardware and Paints which sell construction materials, iron etc and it is located at Gandhi Road, Oldpet, Krishnagiri. The defendant has purchased various materials from the plaintiff's company for a sum of Rs.10,05,384/- (Rupees Ten Lakh Five Thousand Three hundred and Eighty Four only) (through Ex.A.1 to Ex.A.13) on credit basis promising to repay the same together with interest at the rate of 18% per hundred per month and on demand, the defendant has executed a loan Muchalikka dated 20.06.2019 (Ex.A.14) to the plaintiff.

3) Further case of the plaintiff is that, the defendant did not repay any amount to the plaintiff neither towards the principal nor towards the interest inspite of several demands made by the plaintiff and the defendant was simply postponing the repayment. Hence, the plaintiff issued notice dated 22.11.2021 (Ex.A.15) calling upon the defendant to pay the said sum of Rs.10,05,384/- with interest accrued thereon within a week from the date of receipt of notice. The defendant received the said notice on 24.11.2021 (through Acknowledgment signed by the defendant Ex.A.16). But, the defendant has neither complied with the said notice nor he has issued any reply notice. Hence, this Suit is for recovery of money of Rs.14,74,898/- (Fourteen Lakhs Seventy Four thousand Eight hundred and Ninety Eight only) along with

subsequent interest for the principal amount of Rs.10,05,384/-.

4) Though service of summon was held sufficient, the defendant did not choose to contest the case. Hence, the defendant was called absent and set ex parte.

5) On 25-07-2022, plaintiff was present and filed proof affidavit as P.W.1, Ex.A.1 to Ex.A.16 documents were marked. On perusal of evidence of P.W.1, he has deposed in consonance with the plaint contents. Ex.A.1 to Ex.A.13 documents were Credit bills for the materials borrowed by the defendant from the plaintiff's company in various dates.

6) When the plaintiff has demanded the defendant to repay the borrowed amount of Rs.10,05,384/- several times, the defendant has executed a Loan Muchalikka on 20.06.2019 through Ex.A.14 by assuring that he will repay the said borrowed amount within 6 months from the date of the said Loan Muchalikka i.e on or before 20.12.2019. But, the defendant did not repay any amount to the plaintiff till now. The office copy of the legal notice issued by the plaintiff to the defendant has been marked as Ex.A.15. Acknowledgment card signed by the defendant has been marked as Ex.A.16.

7) On perusal of evidence of P.W.1 and Ex.A.1 to A.16, it proves that, the plaintiff is a Proprietor of Subramani Hardware and paints which sells house construction materials and it is located at Oldpet, Krishnagiri. The defendant had borrowed several materials for a sum of Rs.10,05,384/- through several credit bills in various dates. The defendant has executed a Loan Muchalika on 20.06.2019, but the defendant has not paid the amount as per the Muchalika. The plaintiff has proved his case by examining himself as P.W.1 and by producing the documents Ex.A.1 to A.16.

8) In this case, the defendant did not come forward to defend the case of the plaintiff and also did not produce any oral or documentary evidence to disprove the case of plaintiff. Therefore, the case of the plaintiff remains unchallenged. Considering the aforesaid case of plaintiff, this Court is of the considered view that the plaintiff has proved his case by way of examining himself as P.W.1 and by producing documentary evidence. Hence, the plaintiff is entitled money decree.

Finally, the suit is decreed with costs. Defendant is directed to pay a sum of Rs.14,74,898/- (Rs. Fourteen Lakh Seventy four thousand eight Hundred and Ninety eight only) to the plaintiff, with subsequent interest at the rate of 12% p.a., for Rs.10,05,384/- from the date of the suit till the date of realisation.

Dictated to Stenographer, transcribed by him, corrected and pronounced by me in the Open Court on this, the 28<sup>th</sup> day of July 2022.

Principal District Judge,  
Krishnagiri.

Annexure:

Plaintiff's side Witnesses :

P.W.1 – Tr.S.Murali

Plaintiff's side Exhibits :

Ex.A.1	18.08.2018	Credit bill No.51 for Rs.53,700/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.2	22.08.2018	Credit bill No.55 for Rs.46,121/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.3	24.08.2018	Credit bill No.57 for Rs.61,396/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.4	01.09.2018	Credit bill No.61 for Rs.76,322/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.5	05.09.2018	Credit bill No.66 for Rs.78,446/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.6	10.09.2018	Credit bill No.71 for Rs.76,989/- material borrowed by the defendant from the plaintiff's company (Original)

Ex.A.7	14.09.2018	Credit bill No.74 for Rs.86,258/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.8	16.09.2018	Credit bill No.77 for Rs.90,783/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.9	20.09.2018	Credit bill No.80 for Rs.83,720/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.10	23.10.2018	Credit bill No.92 for Rs.89,453/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.11	26.10.2018	Credit bill No.95 for Rs.94,010/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.12	30.10.2018	Credit bill No.98 for Rs.82,648/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.13	31.10.2018	Credit bill No.99 for Rs.85,538/- material borrowed by the defendant from the plaintiff's company (Original)
Ex.A.14	20.06.2019	Loan Muchalikka executed by the defendant.(Original)
Ex.A.15	22.11.2021	Legal notice issued by plaintiff to the defendant (Office copy)
Ex.A.16	24.11.2021	Acknowledgment card signed by the defendant (Original)

Defendant's side Witnesses, Exhibits : Nil.

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PRL.DISTRICT JUDGE.