

IN THE COURT OF THE PRINCIPAL DISTRICT COURT, KRISHNAGIRI

**Present: Tmt.V.R.Latha, M.A., B.L.,
Principal Sessions Judge, Krishnagiri.**

Friday, the 06th day of June 2025

O.S.No.365/2022

CNR.No.TNKI010032332022

P.Munirathinam

...Plaintiff.

//Versus//

1. M.Kumar
2. K.Bhuvaneshwari

...Defendants.

This suit coming before me for final hearing on 29.04.2025 in the presence of Thiru.P.Yasvanth Rao, Advocate appearing for the Plaintiff, in the presence of Thiru.V.Sankar, Advocate appearing for the Defendants and When the case was posted for trial the defendants stood exparte and upon perusing the case records, this court delivered the following

JUDGMENT

The suit is filed praying for a personal decree directing the defendants to pay to the plaintiff, the suit amount of Rs.26,55,124/- together with subsequent interest at the rate of 24% per annum from the date of suit till realization and also to pay cost of the suit to the plaintiff.

2. Case of the Plaintiff as follows:-

The plaintiff herein namely Mr.P.Munirathinam has come forward with this suit by way of stating that the first defendant namely Mr.M.Kumar residing

at D.No.159 Kuppam road, old pet, Krishnagiri and the second defendant is Mrs.K.Bhuvanewari residing at in that same house.

3. The first defendant and the second defendant are husband and wife on 09.12.2019 he purchased the plot to borrow a hand loan for hospital expenses to treat his child and for family expenses. As per his request the plaintiff submits that he lost his left leg in road accident and he obtained an award in favour of the plaintiff and collected that arrears of the pension from Army and out of that amount he arranged and gave a hand loan to a sum of Rs.20,00,000/- vide 2 numbers of promissory note each contain 10 lakhs on 09.12.2019. The defendants have availed that loan and promise to return within 36 months and also agreed to pay interest at 12% per annum. The first defendant having own land in S.No.234/3, 234/1 in block 4th ward, B-Block, B-ward, Krishnagiri Taluk and District. Even after the lapse of several months, the defendants not had any inclination to repay the amount along with interest to the plaintiff. With this plaintiff purchased them and alleged to return the money along with interest, the defendants 1 and 2 again assure to return the money But even after a lapse of several months they never paid the interest nor the capital money obtained by them.

4. On 09.08.2022 the plaintiff sent a legal notice to the defendants 1 and 2 and after receiving that notice, there was no response from the defendants. The

defendants 1 and 2 had committed willfull default in repaying the above loan amount. The defendants on 12.08.2022 has acknowledged the debt. Though the defendants kept promissing to repay the liquidate his liability, he has not chosen to do so.

5. The plaintiff has filed the suit to make a payment of Rs.26,55,124/- along with future interest at the rate of 12% per annum till realization to the amount along with interest and pray to pass any other orders deem to fit to the circumstances of the case. Though the defendants promised to repay the amounts but in failed to neglected to do so. Hence, the case.

6. The contentions raised in the written statement filed by the 1st Defendant and adopted by the 2nd defendant are as follows:

The plaintiff claim is false and dismissed. It is not valid and it is liable to be dismissed.

(ii) The plaintiff must prove beyond a reasonable doubt all the facts except those admitted by the defendants in his answer.

(iii) The circumstances stated in the suit are completely false. It is completely false that these defendants received a loan of Rs.20,00,000/- from the plaintiff on 12.09.2019 for the medical expenses of their child and for family expenses, and that they wrote two promissory note of Rs.10,00,000/- for the same, and the promised to repay it with 1% percent when he demanded it. Moreover, it is not necessary to right any bond for the loan. There was no health deterioration of

the defendant's child to the extent of having to spend Rs.20,00,000/- Moreover there were no family expenses. These are fabricated for the sake of the case.

(iv) The plaintiff has not claimed any incident in the law suit. It is completely false. It is true that the plaintiff has been repeatedly asking for money from the defendants and that the defendants have stopped paying the money due to the impact of Covid-19.

(v) It is also revealed that this was fraudulently fabricated as the plaintiff has not indicated what steps he has taken regarding the non payment of interest since 01.09.2019 i.e from the first month. The fact is that the defendants used to visit the Shiva Temple in Krishnagiri every day and the plaintiff introduced the defendants. The defendants had been married for more than 20 years. But they did not have children. Therefore, the plaintiff advised the defendants to have a child through IVF. When the defendants were insured about it, the defendants told the plaintiff that it would cost about Rs.3,00,000/-. The plaintiff said that he would give the money. Based on that, the defendants took a loan of Rs.5,3,00,000/- from the plaintiff on 26.08.2016. At that time, the plaintiff wrote a promissory note from the defendants against document serial number 28AB251834 for the value of Rs.20/- He gave a copy of it to the defendants on the same day. The plaintiff demanded interest of Rs.10/- per month on the above amount. But since the plaintiff said that the interest rate should be only Rs.2/- in

the loan deed, the defendants agreed to that and continued to charge an interest rate of Rs.10/- per Rs.100/- per month. He demanded interest at a rate of Rs.2/- per month. But since the plaintiff said that the interest rate should be mentioned only at Rs.2/- per month, the defendants agreed to that and continued to pay interest at a rate of Rs.10/- per month on Rs.100/- Rs/60,000/- per month for 3 months. Following that, they were unable to pay the interest due to frequent medical expenses.

(VI) Subsequently, the plaintiff took out a deed of agreement dated 17.04.2017 for the sum of Rs.20/- document serial No.43AB762591 Rs.4,50,000/- by adding the above principal amount of Rs.3,00,000/- and 5 months interest balance of Rs.1,50,000/- he has also given a copy of the same to the defendants. The plaintiff demanded from the defendants that the above Rs.4,50,000/- Rs.10/- should be paid at the monthly rate of Rs.45,000/- per month. They were unable to pay the above interest.

(VII) After that, on 29.12.2017, the plaintiff again came with his men and added Rs.1,80,000/- for 4 month on the above original Rs.4,50,000/- and compound interest of Rs.20,00,000/- and Rs.10/- on 29.12.2017 for Rs.2,00,000/-. he has given a copy of it to the defendants. The plaintiff has obtained the loan agreement for a total of Rs.6,50,000/- form the defendants. Since the plaintiff said that it would be enough to pay interest of Rs.5/- on the

additional Rs.6,50,000/- from 29.12.2017. The defendants have paid lakhs of rupees as interest to the plaintiff since then till date. The plaintiff has not given any receipt for this. All three of the above bonds are past due and are not valid written. In the other pro notes from 2 to 12, he will only mention the amount and obtain signatures. All copies of them are in the possession of the defendants. The plaintiff did not write any promissory note on jointly received the mentioned note nor the defendants any date of 09.12.2019. Neither the amount on the said date. The above promissory notes were fraudulently prepared by the plaintiff with malicious intent.

(VIII) Based on the above promissory notes, Rs.11,35,000/- and based on 3 debentures, Rs.9,50,000/- making a total of Rs.20,80,000/- plus interest for four years, making a total of Rs.40,00,000/- and for that, the rowdy is threatening through his men to give the house where the defendants live. He is also threatening to give these blank promissory notes to several people and file a case and auction the house if the money is not paid. The defendants have so far received more than Rs.10,00,000/- as interest only on the Rs.3,00,000/- received from the plaintiff in the year 2016 for emergency medical expenses. These are criminal offences under the usury prohibition act. The plaintiff's actions are also criminal offences under the cash transaction prohibition Act, 2017. The plaintiff is also an offender under the income tax rules. The defendants reserve the right

to take criminal action against him. The plaintiff being an ex-army man and a transgender, has obtained the money by threatening to put the defendants in jail if he files a compliant. The defendants have been subjected to severe mental distresses and are on the verge of committing suicide. Further the plaintiff filed a complaint at the Krishnagiri police station with the above documents alleging that the defendants had committed fraud. The police inspector who conducted the investigation condemned the plaintiff's fraudulent act and sent him. Therefore, the plaintiff's filing of this suit based on such false information without any other justification does not bind the defendants in any way. All the allegations made in the law suit are false and fabricated, and the defendants have been concocted false allegations to intimidate them and gain undue profit. The suit has to basis in law. It is understood that the plaintiff has prepared this promissory note with his agents, using the signatures on another document obtained from these defendants, as if it were due within three years. The defendants are not required to pay any amount to the plaintiff. The defendants have not made any representations in this regard. The plaintiff has demanded 12% interest as stated in the suit, which is illegal and the interest rate is not correct and prayed to dismiss the suit.

7. When the case was posted for trial the defendants stood exparte.

8. On the side of the Plaintiff PW.1 was examined. Ex.A1 to Ex.A4

were marked. On the side of the Defendants no witness was examined and no exhibits were marked and stood exparte.

9. Discussion and Decision.

On hearing both side and upon perusing the records the first defendant and second defendant are husband and wife. On 09.12.2019, they approach the plaintiff to borrow hand loan for hospital expenses and treatment for defendant's child and for the family expenses. Based on their request the plaintiff who had lost his left leg in road accident, for which he got a compensation and also out of his pension benefits had arranged and given a hand loan to the defendants to the tune of Rs.20,00,000/- vide two number of promissory note is contains each Rs.10,00,000/- . The defendants availed such loan and promise to repay it in 36 equated monthly repayment along with interest at 12% per annum.

10) The first defendant having own land in S.No.234/3, 234/1 in block 4th ward, Krishnagiri Taluk. Therefore, they assure that to repay the amount but they have not carried out their promise and failed to repay that amount. Having no other options the plaintiff sent legal notice to both defendants, but they evaded their promise.

11) The defendants had acknowledged the debt even they failed to comply it. Hence the plaintiff has approach this court with this suit and pray to allow this suit along with interest and to order such other deemed to fit to the circumstances of the case.

12) To prove the plaintiff's case, the plaintiff was examined himself as PW1 and through him, Ex.P1 to Ex.P4 documents were marked. One Tr.Jayabalan was examined as P.W.2. Ex.P1 is the pro-note dated 09.12.2019. Ex.P2 is another pro-note dated 09.12.2019. Ex.P.3 is the legal notice issued to the defendants by plaintiff on 09.08.2022. Ex.P.4 is the acknowledgment cards received by the defendants. The defendants 1 and 2 are husband and wife and they borrowed the hand loan from the plaintiff, for hospital expenses and treatment for defendant's child and for the family expenses. The defendants have availed that loan and promise to return within 36 months and also agreed to pay interest at 12% per annum. The first defendant having own land in S.No.234/3, 234/1 in block 4th ward, B-Block, B-ward, Krishnagiri Taluk and District. Even after the lapse of several months, the defendants not had any inclination to repay the amount along with interest to the plaintiff. With this plaintiff purchased them and alleged to return the money along with interest, the defendants 1 and 2 again assure to return the money But even after a lapse of several months they never paid the interest nor the capital money obtained by them.

13) Though the defendants have filed their written statement, but they failed to appear before the court to prove their contention. Hence, this court had no other option to allow the plaint filed by the plaintiff. The points are answered

accordingly.

Finally, the suit is decreed with costs. The defendants are hereby directed to pay a sum of Rs.26,55,124/- (Twenty six Lakhs Fifty five thousand one hundred and twenty four only) to the plaintiff, together with subsequent interest on Rs.20,00,000/- at the rate of 9% p.a., from the date of suit till the date of decree and thereafter 6% p.a from the date of decree till the date of realisation.

Dictated to the Steno-Typist, directly and typed him on the computer corrected and pronounced by me in the open court on this the 06th day of June 2025.

Principal District Judge,
Krishnagiri.

List of Witnesses on the side of plaintiff:

PW1. - Tr..Munirathinam
PW2. - Tr.Jayabalan

List of Exhibits on the side of the plaintiff:

Ex.A1	09.12.2019	Promissory Note	Original
Ex.A2	09.12.2019	Promissory Note	Original
Ex.A3	09.12.2022	Legal Notice	Original
Ex.A4	12.08.2022	Acknowledgment card	Original

List of Witnesses on the side of the Defendants : Nil

List of Exhibits on the side of the Defendants : Nil

Principal District Judge,
Krishnagiri.