

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, KRISHNAGIRI.

PRESENT THIRU R.SAKTHIVEL, B.A., B.L.,
PRINCIPAL DISTRICT JUDGE.

Friday the 23rd day of December 2022.

O.S.No.387/2021
[CNR No.TNKI01-003498-2021]

S.Kumar

... Plaintiff

..Vs..

1] Prabu

2] Ragu

...Defendants.

This suit is coming on to day [23.12.2022] for final hearing before this Court in the presence of Advocate Thiru R.Manjunathan, appearing for the plaintiff. The defendants entered appearance on 11.03.2022 before this court. Despite the sufficient opportunities'k given, the defendants did not choose to file their written statement till today. No representation for the defendants. Hence, the defendants were called absent and set exparte. After hearing plaintiff side's arguments, upon perusal of records and having stood over for consideration, this court passes the following :

J U D G M E N T

This suit is filed by the plaintiff, for the relief of recovery of Rs.10,11,500/- from the defendants, along with subsequent interest on Rs.8,50,000/-from the date of

suit till the date of realisation and for costs.

Averments made in the plaint in brief is as follows :

2] The defendants have jointly borrowed a sum of Rs.8,50,000/- [Rupees Eight Lakhs Fifty Thousands only] from the plaintiff on 15.05.2020 for the purpose to clear the debts. For the said loan, the defendants have jointly executed a promissory note for the sum of Rs.8,50,000/- at the place of Malaiyandahalli in favour of the Plaintiff, by promising to repay the same together with interest at the rate of Rs.2.00/- per hundred per month, on demand, either to the plaintiff or his order.

3] But the defendants have failed to repay the principle amount and interest despite repeated demands from the plaintiff. Hence, the plaintiff issued a legal notice dated 02.12.2021, demanding the promissory note amount of Rs.8,50,000/- along with 24% interest. The defendants have received the legal notice on 03.12.2021 but neither gave any reply nor repaid the amount. Hence, the suit.

4] In this case, despite the sufficient opportunities given, the defendants did not file their written statement till date. Hence, defendants were called absent and set exparte.

5] The point arises for the consideration is,

- 1) Whether the plaintiff is entitled recovery of money from the defendants as prayed for ?

Discussion and Decision :-

6] The learned counsel for the plaintiff submit that on 15.05.2020, the defendants have borrowed a sum of Rs.8,50,000/- from the plaintiff and executed a

promissory note promising to repay the same along with interest at the rate of Rs.2.00/- per hundred per month, on demand, either to the plaintiff or his order. But, the defendants did not act accordingly.

7] To prove the same, plaintiff – Kumar has been examined as P.W.1. Through P.W.1, suit promissory note, legal notice and acknowledgment card are marked as Ex.A.1 to A.3 respectively. One Govindaraj s/o.Raman, who is an attesting witness in the suit Promissory note Ex.P.1 was also examined as P.W.2. Through P.W.2, copy of Aadar card of P.w.2, is marked as Ex.A.4.

8] P.W.1 in his evidence has deposed that the defendants have jointly borrowed a sum of Rs.8,50,000/- and agreed to repay the same with interest and also executed a promissory note in that effect. One Govindaraj, examined as P.W.2, who is attesting witness in the suit promissory note, deferred in line with the evidence of P.W.1 He further stated that the second signature found in the Ex.A.1 was affixed by one Esuraja. Further he stated that while borrowing the loan, the defendants have agreed to the rate of interest of Rs.2/- per hundred per month.

9] Perusal of Ex.A.1 shows that, the suit promissory note was executed on 15.05.2020 between the plaintiff and the defendants in the presence of witnesses (1)Govindaraj and (2) Easuraja for a sum of Rs.8,50,000/- . Ex.A.2 is the legal notice issued by the plaintiff to the defendants calling upon them to repay the principle with 24% interest towards the promissory note within 7 days from the date of receipt of the notice. Ex.A.3 is the acknowledgment cards. Ex.A.4 is the copy of Aadar card of P.W.2.

10] A conjoint reading of evidence of P.W.1 and P.W.2 and Ex.A.1 and A.2 clearly shows that, on 15.05.2020 the defendants had borrowed a sum of Rs.8,50,000/- from the plaintiff by executing a suit promissory note [Ex.A.1] in the presence of witnesses. As per the contents of Ex.A.1, defendants have to repay the principle along with the interest of Rs.2/- per hundred per month. Though the defendants received the suit notice, [Ex.A.2] neither they replied nor repaid the loan amount to the plaintiff as agreed in the Ex.A.1. Despite sufficient opportunities given to the defendants, they did not choose to file written statement and contest and disprove the case of the plaintiff. From the aforesaid circumstances, this Court decides that the plaintiff has proved his case through oral and documentary evidence. This point is answered accordingly.

Finally, the suit is decreed with costs. The defendants are directed to pay a sum of Rs.10,11,500/- [Rupees Ten Lakhs eleven Thousand Five Hundred only] to the plaintiff with subsequent interest at the rate of 6% p.a., on Rs.8,50,000/- from the date of filing of suit till the date of realisation.

Dictated to the Stenographer, directly typed by him, corrected and pronounced by me in the Open Court on this the 23rd day of December 2022.

Principal District Judge,
Krishnagiri.

Annexure :Plaintiff side Witnesses :

P.W.1 – Thiru S.Kumar

P.W.2 - Thiru R.Govindaraj

Plaintiff side Exhibits :

Ex.A.1	15.05.2020	Suit Promissory note executed on [Original].
Ex.A.2	02.12.2021	Legal notice issued by the plaintiff to the defendants.
Ex.A.3	07.12.2021	Acknowledgment cards. [two in numbers]
Ex.A.4	--	Photo copy of Aadar card of P.W.2 / Govindaraj.

Defendants side witnesses , exhibits : Nil.

Prl.District Judge.