

TNKK150003162024



**IN THE COURT OF THE SUBORDINATE JUDGE, ERANIEL**

Present: Tmt. D. Asha Kousalya Shanthini, B.Sc., B.L.,  
Subordinate Judge, Eraniel

Wednesday, the 25<sup>th</sup> day of March 2026

**Original Suit No.26/2024**  
**CNR No.TNKK150003162024**

T. Jayakumar ... Plaintiff

-vs-

D. Vincent Raj ... Defendant

This Suit coming up for final hearing before me on 18.03.2026 in the presence of Thiru. M. Beslin Jagadheese Advocate for the plaintiff and defendant set exparte and upon hearing the arguments of plaintiff side and upon perusing the materials of this case and having stood over for my consideration till this day, this Court delivers the following :

**JUDGMENT**

This is a suit for recovery of money to direct the defendant, to pay the plaintiff a sum of Rs.3,05,918/- from the defendant and with cost of this suit.

2. **The brief averments of the plaint are as follows:**

As the plaintiff and the defendant are well acquainted with each

other, the defendant borrowed a sum of Rs. 3,00,000/- from the plaintiff for his urgent necessity on 22-08-2023 and promised to repay the amount within six months time. Thereafter, the defendant did not pay any amount to the plaintiff, instead, the defendant gave lame excuses. On 12-02-2024, when the plaintiff demanded the defendant repay the amount, the defendant issued a cheque bearing no:010658 of Dhanlaxmi Bank Ltd., Nagercoil branch, dated 12-02-2024, drawn infavour of the plaintiff for Rs.3,00,000/-. The plaintiff presented the cheque on 12-02-2024 in the HDFC Bank, Thingal Nagar Branch for the encashment of the amount, it was returned as “Funds insufficient” with a memo on 14-02-2024. The defendant requested the plaintiff to settle the matter but the defendant prolonged any such settlement. Hence, having no other way, the plaintiff sent a demand notice through his advocate on 26-02-2024 calling upon the defendant to repay the amount within 15 days from the date of receipt of that notice. The defendant willfully evaded notice and unlawfully arranged the postman and hence the notice was returned as “addressee left” on 27-02-2024. Neither the defendant has paid the amount nor sent any reply to the plaintiff. The defendant is bound to pay interest at the rate of 24% per annum and now a sum of Rs.3,05,918/- is due under the cheque. The defendant is not entitled to get any relief under the Debt Relief Act or other Acts in force.

3. For the defendant, substituted service of summon was effected but he did not appear before the court hence he was called absent and set exparte on 11.03.2026.

4. In order to prove the case of the plaintiff, he was examined as PW1 and he relied upon Ex.A1 to A6 to support his version. Ex. A1 is the

original cheque bearing no.010658 dated 12.02.2024 executed by defendant in favour of the plaintiff, Ex. A2 is the return memo received from the bank for the reason 'funds insufficient' in the defendant's account, Ex. A3 is the suit notice sent by the plaintiff to the defendant, Ex. A4 is the postal receipt, Ex. A5 is the returned postal cover and Ex. A6 is the copy of the Aadhar card copy of the plaintiff.

5. Based upon the oral and documentary evidence relied upon by the plaintiff, he has sufficiently proved his version regarding borrowal of the suit claimed amount by the defendant and his failure to repay the same till date. Though substituted service of summon was effected, the defendant did not appear before the court hence he was called absent and set exparte on 11.03.2026. Hence, there is no contra – version and contra evidence available to disbelieve the version of the plaintiff regarding the amount borrowed by the defendant on 22.08.2023, the issuance of the cheque Ex.A1 on 12.12.2024, its return by the bank and the defendant's failure said amount due till date. Hence, the defendant is found liable to repay the amount due to the plaintiff with interest as prayed for by the plaintiff.

In the result, considering the facts and circumstances of the present case, based on the oral and documentary evidence relied upon by the plaintiff, for the above said reasons, the plaintiff is found entitled for the recovery of Rs.3,05,918/- along with interest at the rate of 7% per annum on the principal amount from the date of presentation of the plaint till the date of decree and at the rate of 5% from the date of decree till the date of realization, from the defendant. No costs. Time for re-payment is two months.



Sub court,  
Eraniel  
O.S. No.26/2024  
Fair/Draft Judgment  
Date: 25.03.2026