

In the Court of the Principal District Judge at Kancheepuram

Present: **Tmt. Deepthi Arivunithi, M.L.,**

Principal District Judge, Kancheepuram

Thursday, the 26th day of March 2026

O.S.No.385/2025

(CNR.No. TNKP0600044492025)

N. Pannerselvam

.. Plaintiff

Vs.

S. Sadagopan

.. Defendant.

This suit came before me on 25.02.2026 for final hearing before me in the presence of M/s. S.Sudhakar, M. Revathi, Advocate for plaintiff and the defendant being called absent set ex parte and upon hearing the plaintiff side and having stood over the matter for consideration till this day, this court delivered the following

JUDGMENT

Plaint filed under Order XXXIV Rule 1 read with s.26 C.P.C. to direct the defendant to pay a sum of Rs.12,47,333/- with future interest at the rate of 24% per annum on Rs.5,00,000/- and for costs; and on failure to pass an order to sell the suit schedule property for realizing the decree amount and for such orders as may be deemed fit and proper in the circumstances of the case.

2. The defendant remained absent despite service of summons and was therefore set exparte. On behalf of the plaintiff, PW1 was examined and Ex. A1 to A4 were marked. Heard the plaintiff counsel.

3. The case of the plaintiff is as follows. The defendant is well known to the plaintiff. The defendant borrowed a sum of Rs.5,00,000/- from the plaintiff for family expenses by mortgaging the suit schedule property under a registered mortgage deed dated 05.09.2019. He agreed to repay the loan amount with interest at the rate of 24% per annum. The defendant has paid neither the principal amount or the interest despite repeated requests. Hence, a legal notice was sent on 15.09.2025 and the said notice was returned as refused. Hence, the suit.

4. The following documents were produced by the plaintiff in order to prove his case. The registered mortgage deed dated 05.09.2019 is marked as Ex. A1. The legal notice dated 15.09.2025 is marked as Ex. A2. The return cover is marked as Ex. A3. The encumbrance certificate for the suit property is marked as Ex. A4.

5. Upon perusal of the documents produced, it is seen that the defendant borrowed a sum of Rs.5,00,000/- from the plaintiff for his family needs and agreed to repay the loan with interest at the rate of 24% per annum. The defendant neither paid the interest or the principal despite repeated requests. The legal notice and the return cover with refused endorsement is also produced. The encumbrance certificate would show that the mortgage is duly entered. The defendant has failed to appear despite service of summons. Hence, in the absence of any material to the contrary,

the plaintiff is entitled to the relief as prayed for. The future interest is limited to 6% per annum considering the nature of the transaction.

6. In result, this suit is decreed with costs and a preliminary decree is passed directing the defendant to pay a sum of Rs.12,47,333/- with future interest at the rate of 24% per annum on Rs.5,00,000/- from the date of suit till the date of realisation within a period of two months from the date of receipt of this judgment.

Partly dictated to the Steno-typist, typed by her in computer, corrected and pronounced by me in open court, this the 26th day of March 2026.

Principal District Judge
Principal District Court
Kancheepuram.

Witnesses on Plaintiff's side:

P.W.1 Panneerselvam

Exhibits on Plaintiff's side:

Ex.A.1	05.09.2019	Original Registered mortgage deed by S. Sadagoban in favour of the plaintiff.
Ex.A.2	15.09.2025	Office copy of the legal notice issued by the plaintiff to the defendant.
Ex.A.3	22.09.2025	Original Returned Postal Cover.
Ex.A.4	02.10.2025	Encumbrance certificate from 01.01.2010 to 01.10.2025.

Exhibits and Witnesses on Defendants' side: NIL.

Principal District Judge,
Principal District Court,
Kancheepuram

Draft/Fair Judgment
O.S.No.385/2025
Principal District Court ,
Kancheepuram
Date: 26.03.2026

