IN THE PRINCIPAL SUBORDINATE COURT AT KANCHEEPURAM

PRESENT: THIRU. K.S. ARUN SABHAPATHY, M.A., M.L., D.D.T.P.,
Principal Subordinate Judge.

Friday, the 27th day of March, 2026.

ORIGINAL SUIT No. 295 OF 2019
(CNR No. TNKP07 – 002537 – 2019)

BETWEEN
Sankar. ……….Plaintiff

AND

Kalavathy,
Represented by her Power Agent,
V. Mohan. ……….Defendant

This suit have come up on 16.02.2026 before me for final hearing in the presence of M/s. E.L. Kannan, E. Kalidoss, and A. Dinesh, learned counsels appearing for the Plaintiff, Defendant set ex parte on 09.08.2021, upon hearing the submissions of the learned counsels for the Plaintiff, and also on perusal of the records, having stood over for consideration till this day, this Court delivers the following:

JUDGMENT

1. The suit is filed seeking the passing of a preliminary mortgage decree directing the defendant to pay a sum of Rs.4,27,833/- within the time frame fixed by this Court, and in default thereof, to bring the suit schedule property for sale through Court for realization of the said amount. Also, the plaintiff seeks future interest at the rate of

24% per annum from the date of filing of the suit till the date of realization, together with costs of the suit.

2. CASE OF THE PLAINTIFF: The first defendant is the owner of the suit schedule property, and the second defendant is his power agent. On 18.08.2016, the first defendant, represented by her power agent, borrowed a sum of Rs.8,00,000/- from the plaintiff for her family expenses and executed a registered mortgage deed on the same day thereby agreeing to repay the same with interest at 24% per annum. The defendant failed to repay the loan despite repeated demands. As on date, a sum of Rs.4,27,833/- (Rs.2,50,000/- towards principal and Rs.1,77,333/- towards interest) remains due. A legal notice dated 29.04.2019 was issued and received by the defendant on 10.05.2019, but no reply was given. Hence, in order to recover the mortgage amount, the plaintiff has come up with the instant suit.

3. Despite due service of summons, the defendant failed to appear before this Court and was consequently set ex parte on 09.08.2021.

4. POINTS FOR DETERMINATION:

(1) Whether the plaintiff is entitled for preliminary decree of mortgage as prayed for?

(2) To what other relief is the plaintiff entitled for?

5. The plaintiff examined himself as PW1 and marked Ex.A1 – Mortgage Deed, Ex.A2 – Legal notice issued to the principal and her power agent, Ex.A3 – Acknowledgment card of the principal, and Ex.A4 – Acknowledgment card of the power agent.

6. Heard the submissions of the learned counsels for the plaintiff. Perused the records.

7. <u>POINT Nos. 1 AND 2</u>: The plaintiff examined himself as PW1 and filed his proof affidavit in lieu of chief examination, reiterating the averments made in the plaint. The mortgage deed executed by the defendant through her power agent in favour of the plaintiff, the legal notice issued to the defendant and her power agent, and the acknowledgment cards were marked as Exs.A1 to A4 respectively.

7.1. It is evident from the records that the defendant, represented by her power agent, borrowed a sum of Rs.8,00,000/- from the plaintiff on 18.08.2016 by executing Ex.A1 mortgage deed, agreeing to repay the same with interest. Out of the said amount, the defendant repaid a sum of Rs.5,50,000/-, leaving a balance of Rs.2,50,000/- towards principal, apart from accrued interest.

7.2. Despite issuance of Ex.A2 legal notice dated 29.04.2019, the defendant failed to repay the outstanding amount and obtain discharge. The evidence adduced by the plaintiff remains unchallenged. In view of the above, this Court finds that the plaintiff has established his claim. Accordingly, the plaintiff is entitled to a preliminary mortgage decree as prayed for against the suit schedule property. Thus, point no.1 is answered in favour of the plaintiff.

7.3. As far as point no.2 is concerned, this Court is of the considered view that the plaintiff is entitled to proportionate costs of the suit. Accordingly, point no.2 is answered.

8. RESULT: In the result, for the foregoing reasons, this suit is allowed as follows:

8.1. The defendant is directed to pay a sum of Rs.4,27,833/-, together with interest at the rate of 6% per annum on the principal sum of Rs.2,50,000/- from the date of the plaint till the date of realization;

8.2. The defendant shall pay proportionate costs of the suit to the plaintiff; and

8.3. The defendant is granted three months' time from the date of this decision to pay the said amount.

Dictated to the Steno-typist, typed by her directly in the desktop, corrected and pronounced by me in open Court, on this the 27th day of March, 2026.

KS ARUN SABHAPATHY
Principal Sub Judge, Kancheepuram
Digitally signed by KS ARUN SABHAPATHY
Date: 2026.03.27 16:51:29 +0530

Principal Subordinate Judge,
Kancheepuram.

LIST OF WITNESS EXAMINED ON THE SIDE OF PLAINTIFF:

PW1 Sankar.

LIST OF DOCUMENTS EXHIBITED ON THE SIDE OF PLAINTIFF:

Ex.A1	18.08.2016	Deed of Mortgage – Original.
Ex.A2	29.04.2019	Legal notice issued to the defendant – Office Copy.
Ex.A3	--	Acknowledgment card of the defendant – Original.
Ex.A4	--	Acknowledgment card of the power agent – Original.

LIST OF WITNESS EXAMINED AND DOCUMENT EXHIBITED ON THE SIDE OF DEFENDANT: Nil.

KS ARUN SABHAPATHY
Principal Sub Judge, Kancheepuram
Digitally signed by KS ARUN SABHAPATHY
Date: 2026.03.27 16:51:38 +0530

Principal Subordinate Judge,
Kancheepuram.

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