

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF
AT KANCHEEPURAM

PRESENT: Tmt.Fanny Rajan, B.A., B.L.,(Hons)
Principal District Munsif, Kancheepuram

On Monday, this the 13th day of July 2026

O.S.No. 281 of 2025

CNR.No.TNKP08-000398-2025

Sahul Hameed

...Plaintiff

/Versus/

Kanniyappan

...Defendant

This suit has come up on 07.07.2026 for final hearing before me in the presence of M/s.R. Sadham Hussian, H. Sathik Basha, M. Muges, B. Arun, counsels for the plaintiff and the defendant is called absent set exparte on 23.01.2026 and upon hearing the arguments of the learned counsel for the plaintiff, perusing the connected material records and having stood over till this day for consideration, this court delivers the following:

JUDGMENT

1. This is a suit for recovery of money, directing the defendant to pay a sum of Rs.52,287/- with future interest at 24% p.a from this date to till the date of the Decree and after decree future interest at 6%, till the date of realization to the Plaintiff and for costs.

Concise Statement of the Plaintiff as per the Plaint:-

2. The plaintiff have averred that the defendant has availed a personal loan of Rs.60,000/- from him for family expenses on 01.07.2024. The Defendant executed a Promissory note in his favour agreeing to pay 2% interest per month. i.e. 24% per annum. He paid Rs.6,000/- on two occasions 01.09.2024 and 19.10.2024 i.e. towards principal Rs.7713/- and interest Rs.4,287/-. He orally requested for repayment with interest several times and defendant neglected. Hence, legal Notice dated 25.08.2025 was issued and no reply was received or paid despite receipt of notice on 28.08.2025. Hence, this suit for recovery of money with interest.

3. Upon perusal of records, it is noted that the summons to the defendant was served, he failed to appear. Hence, he was called absent and set exparte on 23.01.2026.

4. **Point for consideration:** Whether the plaintiff is entitled for the relief of recovery of money as prayed for?

5. **Evidences:** On the side of plaintiff, the plaintiff is examined as PW1, Ex.A1 to Ex.A4 documents were marked. No one is examined and no document was exhibited on the side of defendant.

6. **Contentions for the Learned Counsel for the Plaintiff:** The plaintiffs stated that the PW1 deposed evidence that the Promissory note was executed by

the defendant in favour of the plaintiff and the defendant had failed to pay after repeated demands. Even after the legal notice issued no payment has been made by the defendant. Hence, it is clear that he is evading payment. The suit has to be decreed for the borrowed loan amount and interest at 24% per annum.

Discussion and Findings:

7. This court has heard the submissions of the learned counsel for the plaintiff and perused the materials on records. This suit being taken on file on 14.11.2025 is governed by the Bharathiya Sakshya Adhiniyam 2023.

8. It is the case of the Plaintiff as evidenced from PW1 evidence that the defendant had borrowed as sum of Rs.60,000/- from the Plaintiff executing Ex.A1 promissory note on 01.07.2024. The above said defendant received the loan and he paid only Rs. 6,000/- each on 01.09.2024 and 19.10.2024. The plaintiff accepted the Rs. 12,000/- received from the defendant towards interest Rs.4,287/- and Principal Rs. 7713/- and the remaining outstanding amount was not paid despite several oral request. This court finds that the Ex.A1 clearly shows that the borrowed amount by the defendant is Rs.60,000/- and agreed for an interest of 24%. The Plaintiff had demanded the repayment of the further amount due from the Defendant but no amount was paid.

9. Hence, on non payment he issued Ex.A2 notice dated 25.08.2025 and it was received by the defendant as substantiated through the Ex.A3 Acknowledgment card. But no amount was paid. The PW1 clearly mentions about the oral demands made to the Defendant and the lack of repayment. To prove his identity he marked Ex.A4 his Aadhar Card.

10. This court finds that as the defendant has been set ex-parte in this matter, the oral as well as documentary evidence led by plaintiff remains uncontroverted and unchallenged. This Court finds no ground to disbelieve the testimony of plaintiff witness. In view of un-rebutted and unchallenged oral and documentary evidence led by plaintiff deserves to be accepted on its face value.

11. In light of **Section 118 of the Negotiable Instruments Act**, when the execution of the promissory note is not in question, there is a favourable presumption for the Plaintiff that the same was issued for a subsisting liability. The onus of proof lies on the defendant to establish that there is no subsisting liability. Unless rebutted, the presumption in favour of the Plaintiff shall hold good for the promissory note Ex.A1. Hence, this Court concludes that the Plaintiff has discharged its initial burden of proof under **Section 104 and 105 of the Bharathiya Sakshya Adhiniya**, that the Defendant has committed

default in payment regarding the due payment of principal Rs.52,287/- at 24% per annum.

12. This court takes into consideration, the relief for payment of interest till realization of the amount due for the said purposes this court takes judicial note of the judgments of the Hon'ble Apex Court in **Central Bank of India vs. Ravindra**, wherein it has been held that *“Award of interest pendente lite and post-decree is discretionary with the Court as it is essentially governed by Section 34 of the CPC dehors the contract between the parties. In a given case if the Court finds that in the principal sum adjudged on the date of the suit the component of interest is disproportionate with the component of the principal sum actually advanced the Court may exercise its discretion in awarding interest pendente lite and post-decree interest at a lower rate or may even decline awarding such interest. The discretion shall be exercised fairly, judiciously and for reasons and not in an arbitrary or fanciful manner”*.

13. Taking into consideration that the fact that the defendant had paid only the part loan amount and the suit is filed seeking for recovering the remaining principal Rs.52,287/- at 24% per annum. This court finds that the 24% interest is proved through the Ex.A1. Hence, it is true that the Plaintiff is entitled to receive the said Rs.60,000/- with 24% interest till the date of filing the suit.

However, the interest as on the date of filing the suit has itself shot to Rs.12,966/-. Also, there is no evidence to show that the loan was for a commercial purpose and that the parties had a commercial relationship. Also, no specific damage on monetary aspect to the Plaintiff due to this non payment is either pleaded or proved.

14. In view of the same, this court considers that the interest sought for since the filing of the suit is on the higher end as the interest now cumulates to almost the amount borrowed. Further, there is no evidence let in to show the amount of monetary loss and damages caused to the Plaintiff due to the non-payment. Hence, this Court is of the considered view that in the interest of justice, 6% simple interest per annum shall be granted as interest from the date of the suit for the sum of Rs.52,287/- till the date of realization of payment. Now the point is answered accordingly.

15. This Court considers that the Defendant having defaulted in payment resulting in the instant suit being filed by the Plaintiff. Hence, this Court concludes that the Defendant is liable to pay the cost of the suit the Plaintiff.

16. RESULT:

In the result, this suit is partly decreed with costs and

i) the plaintiff is entitled for the recovery of a sum of Rs.52,287/- (Rupees Fifty Two Thousand Two Hundred and Eighty Seven only) from the defendant along

with an simple interest at the rate of 6% per annum on the principal due Rs.52,287/- from the date of plaint till the date of realization.

ii) The defendant is directed to pay the cost of the suit to the plaintiff.

iii) The Defendant is directed to pay the decreed amount with the interest as mentioned hereinabove within a period of 3 months from today.

Dictated to the steno typist partly, who directly typed the same in her Computer and partly typed by me, corrected and pronounced by me in open court, this the 13th day of July 2026.

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM**

Plaintiff side Witnesses:-

PW1- Sahul Hameed (Plaintiff)

Plaintiff side Exhibits:-

Ex.A1	01.07.2024	Promissory note (Original)
Ex.A2	25.08.2025	The Legal notice send by the plaintiff to the defendant (Office copy)
Ex.A3		Acknowledgment card
Ex.A4		Aadhar card by the plaintiff

Defendant's side Witnesses and Exhibits:- NIL

**PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM**