

TNMD230001152024



IN THE COURT OF THE SUBORDINATE JUDGE, MELUR.

Present: Tmt. M. SAMUNDEESWARI PRABHA, M.A., M.L.,

Subordinate Judge, Melur,

Thursday the 09th day of April 2026

O.S.No.52/2024

Tmt.N.Amutha

.... Plaintiff

// Vs //

Tmt.Pothumponnu

... Defendant

This suit came up on 25.11.2025 for final hearing before this court in the presence of Thiru.K.Boominathan and Tr.V.Vijayasethupathy Advocate for the Plaintiff and Thiru.S.P.Kannan and Tr.N.Kalaiselvan advocate for the defendant and the defendant was called absent and set exparte on 18.10.2024 and upon consideration of entire material records and on hearing submissions made by the plaintiff counsel and having stood over for consideration till this day, this court doth deliver the following:-

JUDGMENT

This suit for recovery of money, directing the defendant, to pay the plaintiff a sum of Rs.3,48,000/- with subsequent interest at 18% p.a on

Rs.2,50,000/- from this date till payment or realisation within a date that maybe fixed by this court and in default in payment of the amount, the property described hereunder be sold by and under the direction of this court and the net sale proceeds be applied for the partial or full satisfaction of the decree amount as the case may be, and to reserve the plaintiff's right to proceed against the defendant personally if the net sale proceeds is insufficient to meet the decree amount and directing the defendant to pay the costs of the suit.

1. Brief Averments of the Plaint Follows:-

On 21.12.2021 the defendant borrowed a sum of Rs.2,50,000/- from the plaintiff and promising to pay the interest at the rate of 18% per annum on or before 5th day of every succeeding English calendar month. On the same day the defendant executed a mortgage deed for the above said sum in favour of this plaintiff with regard to the present suit schedule and all the above said terms and conditions were reduced into writing and the said mortgage deed was duly registered on the same day (i.e.) 21.12.2021 at the office of the Sub-Registrar, Melur. After the mortgage the defendant has not even paid the interest from the date of mortgage to till date. Further this plaintiff on 10.03.2023 issued a legal notice to the defendant to

claim the mortgage amount along with the accrued interest to him. The defendant received the notice and on 29.03.2023 and the defendant issued a reply notice to this plaintiff with full of false averments. All the averments and allegations contained in the reply notice are hereby denied as false. Hence, the defendant having malafide intention to procrastinate to pay the mortgage amount and interest.

2. Hence this suit has been filed within 3 years and not barred by law of limitation. Hence the suit has to be decreed.

3. In this case, the summon was issued and served to the defendant. The defendant appeared through his counsel and failed to file written statement and was called absent and set exparte on 18.10.2024. In order to prove the case, on the side of the plaintiff, the plaintiff examined herself as PW1 and Mr.Ganesan, document writer was examined as PW2 and marked Ex.A1 to Ex.A5. Exparte evidence was recorded.

4. Plaintiff side heard. Records perused. In order to establish the case of the plaintiff, Plaintiff was examined as PW1. PW1 deposed in his evidence that the defendant borrowed a sum of Rs.2,50,000/- mortgage loan amount which was not recovered. Mr. Ganesan had received summons from the court to give evidence, and was asked to give evidence

regarding the signing of the mortgage deed between Pothumponnu and Amutha on 21.12.2021. He stated in his evidence that Amudha was konwn to him and that he did not know Pothumponnu. He has stated in his testimony that the witness signature on the mortgage deed marked as Ex.A1 is that of himself and that he has signed as a witness at the place indicated. It was signed by another person named Meenakshi, who said that Pothumponnu received Rs.2,50,000 from Amudha at 1-1/2 interest and mortgaged it. He also stated that the person who prepared the above Ex.A1 document was Allanaka Ganesan. On the side of the plaintiff, the mortgage deed executed by defendant in favour of plaintiff is marked as Ex.A1, the sale deed stands in the name of defendant is marked as Ex.A2, the encumbrance certificate of suit property is marked as Ex.A3, the legal notice issued by plaintiff to defendant is marked as Ex.A4, the reply notice issued to the defendant to the plaintiff is marked as Ex.A5.

5. From the available evidence it is established that the defendant borrowed a sum of Rs.2,50,000/- from the plaintiff and executed Ex.A1 to A3 infavour of the plaintiff and the defendant failed to repay the mortgage loan amount. The defendant did not appear and denied the case of the plaintiff and the documents marked on the side of the plaintiff. Therefore

from the available evidence this court of the view that the plaintiff has proved the case on the strength of oral and documentary evidences. Hence the plaintiff is entitled to the suit claimed amount with costs of this suit.

In the result, the suit is decreed by directing the defendant to pay the plaintiff a sum of Rs.3,48,000/- along with subsequent interest at the rate of 9% per annum from the date of suit to till the date of decree and interest at the rate of 6% per annum for the Principal amount of Rs.2,50,000/- from the date of decree to till the date of payment or realization and by permitting the plaintiff to proceed against the mortgaged properties and directing to sell the same in public action and appropriate the sale proceeds towards the amount and in case the sale proceeds of the mortgaged properties are insufficient to plaintiff claim, allowing to proceed against the defendants personally in full, along with the costs of suit. Time for payment 2 months.

Dictated to the typist, and typed by him, corrected and pronounced by me, this the 09th day of April 2026.

**Sub Judge,
Melur.**

List of Witness examined on the side of the Plaintiff:-

P.W.1. -Mrs.N.Amutha

List of documents marked on the side of the Plaintiff:-

- Ex.A.1 21.12.2021 Mortgage deed executed by defendant in Original favour of plaintiff
- Ex.A.2 21.06.2021 Sale deed stands in the name of Original defendant
- Ex.A.3 - Encumbrance certificate of suit property copy
- Ex.A4 10.03.2024 Legal notice issued by plaintiff to copy defendant
- Ex.A5 29.03.2023 Reply notice issued to the defendant to Original the plaintiff

List of witness and documents on the side of the defendants : - NIL

**Sub Judge,
Melur**

**Draft/Fair Judgment
in
O.S.No.52/2024
09.04.2026
Sub Court, Melur**