

CNR.No.TNMD230006192023

IN THE COURT OF THE SUBORDINATE JUDGE, MELUR.

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

Subordinate Judge, Melur,

Tuesday the 21st day of January 2025

O.S.No.273/2023

Tr.K.Kudalan

... Plaintiff

Versus

Tr.A.Chinnaiah

... Defendant

This suit came up on 08.01.2025 for final hearing before me in the presence of Thiru.C.Rajarajan Advocate for the Plaintiff and Thiru.T.Sentamilan advocate for the defendant and the defendant was called absent set exparte on 20.09.2024 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

The suit is filed for recovery of money directing the defendant to pay the sum of Rs.1,82,550/- with subsequent interest at 12% per annum on Rs.1,50,000/- from the date of plaint till the date of realization with costs.

2. Brief averments of the plaintiff as follows :-

The defendant borrowed amount of Rs.1,50,000/- from the plaintiff on 25.01.2022 for the purpose of family expenses and settling sundry expenses and promised to repay the amount with Rs.1/- per Rs.100/- per month and executed a promissory note on the same day, and also promised to pay the monthly interest every month without default and on the same day the defendant has signed a promissory note before the presence of the witnesses on the same day. Even after repeated demands, the defendant failed to repay the principal amount and monthly interest. Defendant has been trying to sell the defendant's share in the joint property to the defendant and the defendant's brothers through a sale deed dated 12.12.2007 with the intention of defrauding the plaintiff. Hence the plaintiff had sent legal notice to the defendant. The defendant received the notice on 14.10.2023 and did not repay the loan with interest. No reply was sent. Hence the suit has been filed for the recovery of money from the defendant with the subsequent interest and costs. Hence this suit.

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

4. In this case, the summon was issued and served to the defendant. The defendant appeared through his counsel but failed to file written stattement and was called absent and set exparte on 20.09.2024. In

order to prove the case, on the side of plaintiff, the plaintiff deposed as PW1 and Mr.Ayyavu who deposed as PW2 and marked as EX.A1 to EX.A5

5. Plaintiff side heard. Records Perused. In order to establish the case of the plaintiff, the plaintiff was examined as PW1. PW1 deposed in his evidence stated that the defendant borrowed a sum of Rs.1,50,000/- and the amount was not recovered. PW2 Mr.Ayyavu deposed in his evidence, he has stated that he was present when the defendant took a loan of Rs.1,50,000/- from the plaintiff and defendant signed the pro-note when it was completed and written by Maduraichami and he saw the defendant Chinnaiah who signed the pro-note. After that, Chinnaiah also signed. Maduraichamy died in 2024 and the plaintiff filed this case because the defendant did not return the money. On the side of Plaintiff - Mr.K.Kudalan(plaintiff) deposed and marked the Pronote as Ex.A1, the Legal notice is marked as Ex.A2, the Acknowledgment card is marked as Ex.A3, the sale deed of defendant name is marked as Ex.A4, the plaintiff Aadhaar card is marked as Ex.A5.

5. From the available evidence it is established that the defendant borrowed a sum of Rs.1,50,000/- from the plaintiff and executed Ex.A1 infavour of the plaintiff and the defendant failed to repay the pronote amount. The defendant did not appear and denied the case of the plaintiff and the document marked on the side of the plaintiff. The initial burden on

the plaintiff side has been shifted on the defendant. 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, this suit is decreed with cost.

This suit is decreed by directing the defendant to pay the plaintiff a sum of Rs.1,82,550/- along with the subsequent interest at the rate of 9% per annum from the date of suit till the date of decree and interest at the rate of 6% per annum for the principal amount of Rs.1,50,000/- from the date of decree to till the date of payment or realization in full, along with the costs of suit.

Dictated to the typist, and typed by him, corrected and pronounced by me, this the 21st day of January 2025.

**Sub Judge,
Melur.**

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

P.W.1.	-	K.Kudalan
P.W.2	-	A.Chinnaiah

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

Ex.A.1	25.01.2022	Pronote	Original
Ex.A.2	07.10.2023	Legal Notice	Office copy
Ex.A.3	14.10.2023	Acknowledgement card	Original
Ex.A4	12.12.2007	sale deed of defendant name	Original
Ex.A5		K.Kudalan Aadhaar card	compared with original

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

**Sub Judge,
Melur.**

**Draft/Fair Judgment
in
O.S.273/2023
Dt: 21.01.2025
Sub Court,
Melur**