IN THE COURT OF THE SUBORDINATE JUDGE, USILAMPATTI.

Present: Tmt.L.Maheswari., M.L.,

Subordinate Judge, Usilampatti

Thursday, the 16h day of July, 2026

O.S.No. 77 of 2024

(CNR.No.TNMD240001292024)

Tmt.Sundari ….Plaintiff

-Vs-

Tmt.K.V.Suganthi … Defendant

This suit coming on for final hearing on 01.07.2026 before me in the presence of Mr. S. Ganapathy, learned counsel for the plaintiff, and M/s. A.C. Balachandran, J. Selvam, T. Sureshkumar, B. Karikalan, B. Ramesh, M. Thiraviyam, S. Madhavan, M. Lalitha, T. Nimalkumar, A. Prem, K. Nisha and M. Sivakumar, learned counsel for the defendant, and the learned counsel for the defendant having subsequently revoked their vakalat and there being no instruction on behalf of the defendant, and upon perusal of the case records and after hearing the plaintiff side arguments, and this suit having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit filed under Order VII Rule 1 of CPC, a) by passing preliminary decree, directing the defendant to pay a sum of Rs.7,80,900/- to the plaintiff with the subsequent interest at the rate of 12% per annum to the principal amount of

Rs.3,00,000/-, failing which to bring the suit property for sale and if the sale proceeds are insufficient for realization of the suit amount, pass a personal decree against the defendant for the balance amount, b) directing the defendant to pay the cost of this action.

02. Brief averments made in the plaint is as follows:

The plaintiff's case is that the defendant borrowed a sum of Rs.3,00,000/- from the plaintiff on 21.10.2010 for meeting her family expenses and discharging previous debts. To secure the said loan, the defendant executed a Registered Mortgage Deed dated 21.10.2010 bearing Document No.3930 of 2010 on the file of the Sub Registrar Office, Usilampatti, in respect of the suit property in favour of the plaintiff. Under the terms of the mortgage deed, the defendant agreed to repay the principal amount with interest at the rate of 12% per annum and to redeem the mortgage within a period of three years. According to the plaintiff, despite repeated demands, the defendant failed to pay either the principal amount or interest and did not redeem the mortgage within the stipulated period. Hence, the plaintiff issued a legal notice dated 12.01.2024 calling upon the defendant to discharge the mortgage debt and redeem the mortgage. Though the defendant received the notice and sent a reply notice containing false and untenable allegations, The defendant failed to redeem the mortgage debt. Therefore, the plaintiff has instituted the present suit seeking recovery of the mortgage money together with costs and consequential reliefs.

03. Brief averments of the Written statement filed by the Defendant is as follows:

The defendant denied the plaint averments and contended that she had never borrowed a sum of Rs.3,00,000/- from the plaintiff. According to the defendant, it was her husband who had borrowed certain amounts from the plaintiff at the rate of 3% for Rs.100/- per month for wayward wife and also personal loan form other persons for his personal needs. She further contended that, at the insistence of her husband and under compulsion, she executed the mortgage deed in respect of the suit property. It is the specific defence of the defendant that her husband had already paid the interest as well as the principal amount to the plaintiff and that the plaintiff had promised to discharge the mortgage deed. However, after the demise of her husband, the plaintiff, taking advantage of the situation, issued a legal notice and instituted the present suit on false allegations. Hence, the defendant prayed for dismissal of the suit with costs.

04. Based on the pleadings set out in the plaint, written statement, this court framed the following issues:

1 Whether the defendant husband settled the mortgage money with interest to the plaintiff before his death?

2 Whether the plaintiff is entitled for recovery of loan amount with interest as prayed for?

3 What other relief of this plaintiff is entitled?

05. In order to substantiate the case of the plaintiff, the plaintiff examined himself as PW-1 and marked Exs.A1 to A5. On the side of the defendant, though a

written statement was filed disputing the claim of the plaintiff, the defendant did not enter into the witness box and no oral or documentary evidence was adduced on her side. But the PW1 was cross examined on the side of the defendant.

06. DISCUSSION AND FINDINGS

Issue No. 1:-

The plaintiff's case is that the defendant borrowed a sum of Rs.3,00,000/- from the plaintiff on 21.10.2010 for meeting her family expenses and discharging previous debts. To secure the said loan, the defendant executed a Registered Mortgage Deed dated 21.10.2010 bearing Document No.3930 of 2010 on the file of the Sub Registrar Office, Usilampatti, in respect of the suit property in favour of the plaintiff. Under the terms of the mortgage deed, the defendant agreed to repay the principal amount with interest at the rate of 12% per annum and to redeem the mortgage within a period of three years. According to the plaintiff, despite repeated demands, the defendant failed to pay either the principal amount or interest and did not redeem the mortgage within the stipulated period. Hence, the plaintiff issued a legal notice dated 12.01.2024 calling upon the defendant to discharge the mortgage debt and redeem the mortgage. Though the defendant received the notice and sent a reply notice containing false and untenable allegations, The defendant failed to redeem the mortgage debt. Therefore, the plaintiff has instituted the present suit seeking recovery of the mortgage money together with costs and consequential reliefs.

The defendant denied the plaint averments and contended that she had never borrowed a sum of Rs.3,00,000/- from the plaintiff. According to the defendant, it was her husband who had borrowed certain amounts from the plaintiff at the rate of 3% for Rs.100/- per month for wayward wife and also personal loan form other persons for his personal needs. She further contended that, at the insistence of her husband and under compulsion, she executed the mortgage deed in respect of the suit property. It is the specific defence of the defendant that her husband had already paid the interest as well as the principal amount to the plaintiff and that the plaintiff had promised to discharge the mortgage deed. However, after the demise of her husband, the plaintiff, taking advantage of the situation, issued a legal notice and instituted the present suit on false allegations. Hence, the defendant prayed for dismissal of the suit with costs."

6.2 In the above backdrop of the case, this Court has to determine whether the plaintiff is entitled to the reliefs sought for in the plaint.

The following facts are admitted by the parties:

a) The suit schedule property belongs to the defendant.

b) The defendant executed a registered Mortgage Deed dated 21.10.2010 bearing Document No.3930 of 2010 on the file of the Sub Registrar Office, Usilampatti, in favour of the plaintiff in respect of the suit schedule property.

c) The said mortgage deed was executed to secure a sum of Rs.3,00,000/- over the suit schedule property.

d) The plaintiff issued a legal notice demanding discharge of the mortgage debt and the defendant sent a reply notice thereto.

6.3 It is the specific case of the plaintiff that the defendant borrowed a sum of Rs.3,00,000/- on 21.10.2010 and executed a Registered Mortgage deed in favour of the plaintiff and agreeing to repay the amount with interest at 12% per annum and redeem the mortgage within three years. Since the defendant failed to discharge the mortgage debt despite repeated demands and legal notice dated 12.01.2024, the plaintiff has filed the present suit for recovery of the mortgage amount and other consequential reliefs.

6.4 The defendant denied the plaint averments and contended that she had not borrowed any amount from the plaintiff and the defendant's husband alone borrowed the amount from the plaintiff and insisted the defendant to execute a mortgage deed, subsequently the mortgage debt had already been discharged by her husband prior to his death. Hence, she sought dismissal of the suit with costs.

6.5 Since the defendant has taken the defense that the mortgage debt has already discharged the burden of proving the discharge of mortgage debt lies on the defendant. Though the defendant pleaded that, her husband had already discharged the mortgage debt before his demise, she has not entered into the witness box to substantiate the said defense and no documentary evidence such as Receipts, Account Statements. Discharge deed or any Acknowledgment evidencing repayment has been produced before this Court.

6.6 Further, the defendant has stated her husband informed her about the repayment before his death however the said statement is only a hearsay statement and cannot be accepted as proof of repayment in the absence of any documentary evidence. The defendant has also failed to establish her allegation that, she executed the mortgage deed under threat, pressure or coercion. On the contrary plaintiff has filed Ex.A1 Mortgage Deed executed by the defendant in favour of the plaintiff. It is settled law that as per Indian Evidence Act Sec 91 documentary evidence exclude the oral oral evidence, Further, in the present case the Mortgage deed is Registered one, under law a Registered document carries a strong presumptoin. Moreover in the present case Except the oral statement no documentary proof has been filed by the defendant in order to substantiate her contention. Further more the defendant has admitted the execution of ExA5Mortgage deed and her Signature thereon in her Written statement, in such a case it is setted law that, a mere bald denial unsupported by oral or documentary evidence, is insufficient to discredit the document. Admission is the best evidence against the maker, and Unless satisfactority explained it is binding on the person making it. In the present case Admittedly the defendant has failed to discharge his burdon.

6.7 Hence, this Court holds that the defendant has failed to prove that the mortgage amount together with interest had been settled before the death of her husband. Accordingly, Issue No.1 is answered against the defendant.

7. Issue No.2:

7.1 The plaintiff has produced the Ex.A1 registered Mortgage Deed dated 21.10.2010, which evidences the borrowing of Rs.3,00,000/- by the defendant and the creation of mortgage over the suit property. The plaintiff has also produced the legal notice and reply notice and has adduced oral evidence in support of his case.

7.2 The execution of the registered mortgage deed is not disputed by the defendant. Her defence is only that the mortgage amount had been discharged. However, as already discussed, the defendant has failed to substantiate the plea of repayment by adducing any acceptable evidence.

7.3 On the contrary, the plaintiff has placed sufficient oral and documentary evidence before this Court to establish the mortgage transaction and the subsistence of the debt. The defendant has not produced any evidence to rebut the plaintiff's case.

7.4 Therefore, this Court finds that the plaintiff has proved his case on the preponderance of probabilities through proper oral and documentary evidence and is entitled to recover the Mortgage amount together with interest. Accordingly, Issue No.2 is answered in favour of the plaintiff.

8. Issue No.3:

The plaintiff is not entitled to get any other relief.

In the result, the suit is decreed with costs. Accordingly, preliminary decree passed as

(i) The defendant shall pay to the plaintiff a sum of Rs.7,80,900/- (Rupees Seven Lakhs Eighty thousand and nine hundred only) together with interest on the principal amount of Rs.3,00,000/- (Rupees Three Lakhs) at the rate of 6% per annum from the date of plaint till the date of realization with in 2 months.

(ii). In default of payment, the plaintiff is at liberty to enforce the mortgage against the suit schedule property in accordance with law.

Dictated by me to stenographer directly, computerized by her, corrected and pronounced by me in the open court, this 16th day of July, 2026.

L MAHESWARI
Digitally signed by L MAHESWARI
Date: 2026.07.16 15:32:38 +0530

Sub Judge,
Usilampatti.

<u>Plaintiff's side witness:</u>

PW1: Tmt.Sundari

<u>Plaintiff's side Exhibits:</u>

Ex.A1	21.10.2010	Mortgage deed infavour of the plaintiff (Original)
Ex.A2	12.01.2024	Legal Notice (Office Copy)
Ex.A3	--	Postal Receipt (Original)
Ex.A4	--	Acknowledgment Card (Original)
Ex.A5	16.02.2024	Reply Notice (Served Copy)

<u>Defendant's side Witness & Exhibits:-</u> Nil.

L MAHESWARI
Digitally signed by L MAHESWARI
Date: 2026.07.16 15:32:46 +0530

Sub Judge,
Usilampatti.

Draft/Fair Judgment
in
O.S. No.77 of 2024
Dated: 16.07.2026
Sub Court,
Usilampatti.

OS.No.77/2024 Date: 16.07.2026

Judgment Pronounced:

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