

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
PERAMBALUR, STATE OF TAMILNADU.

Present: Thiru.V.Padmanabhan, M.A., M.L., D.H.,
Principal District Judge.

Wednesday, this the 15th day of April, 2026.

O.S.No.39/2025
(Filing No.OS/337/2025)
(CNR No.TNPB01-001724-2025)

Vadivel, 58/2025,
S/o. Venkatachala Konar,
Thevaiyur Village,
Perambalur.

... Plaintiff.

-Vs-

Shanmugasundaram, 50/2025,
S/o. Arumugam,
Perambalur.

... Defendant.

This suit came before this Court on 01.04.2026 for final hearing in the presence of Thiru.G.Subramanian, counsel appearing for the plaintiff and the defendant appeared through his counsel Thiruvalargal.R. Ambikavathy, G. Kumaravelan, R. Arputham, K. Ajith and K. Anadharaj, subsequently failed to file written statement, he called absent and set exparte, upon hearing the argument on plaintiff's side, having stood over for consideration till this day and upon perusing the entire records of the case, this Court delivered the following:-

JUDGMENT

The plaintiff has filed the suit to direct the defendant to pay the suit sum of Rs.12,69,750/- with subsequent interest and costs.

The averments made in the plaint are as follows:-

2. On 01.07.2022, the defendant borrowed a sum of Rs.10,00,000/- from the plaintiff and executed a promissory note in favour of the plaintiff promising to repay the principal amount with interest at the rate of 24% per annum to the plaintiff or his order on demand. The defendant has failed to repay the principal amount and interest, despite repeated demands and requests of the plaintiff. Thereafter, the defendant created settlement deed in favour of his wife in respect of his property. In such circumstances, the plaintiff has no other alternative to file this suit for recovery of money.

3. The defendant after receiving summon, appeared through his counsel after that he failed to file written statement and proceeded exparte.

4. The plaintiff examined himself as Pw1 and one Rengaraj as Pw2 and Ex.A1 was marked.

The Point:-

5. The plaintiff's case is that the defendant approached the plaintiff to get a loan of Rs.10,00,000/-; the plaintiff has paid Rs.10,00,000/- on 01.07.2022; thereafter, the defendant did not come forward to pay principal or interest amount and that on repeated demands by the plaintiff, he failed to repay the same.

6. On appearance of defendant, the case was adjourned periodically for filing written statement; despite sufficient opportunities granted, he did not file written statement to deny the plaintiff's claim and that he was set exparte.

7. The plaintiff examined himself as Pw1 and he has spoken about the advancement of loan of Rs.10,00,000/- to the defendant and also execution of Ex.A1 promissory note by the defendant on 01.07.2022. Further, he testified that the defendant did not

pay any amount. The witness to the suit pronote namely Pw2 also specifically spoken about the advancement of loan and execution of suit pronote by the defendant. The evidence of Pw1 and Pw2 coupled with contents of Ex.A1 regarding advancement of loan of Rs.10,00,000/- on 01.07.2022 and execution of Ex.A1 promissory note with intention to discharge suit loan is cogent and convincing to the Court. The evidence of Pw1 and Pw2 on the said score is believable and trustworthy. Since the evidence of Pw1 and Pw2 are reliable and trustworthy, this Court has no reason to discard the Pw1 and Pw2's evidence. Hence, this Court comes to conclusion that defendant is liable to pay the suit claim with interest. The point is answered accordingly.

8. In the result, this suit is decreed with cost directing the defendant to pay a sum of Rs.12,69,750/- with 9% interest on the principal amount of Rs.10,00,000/- from the date of plaint to date of decree and thereafter, at 6% interest per year on the principal till the realization.

Directly dictated to the Executive Assistant, typed by her through computer, corrected and pronounced by me in open Court, this the 15th day of April, 2026.

Principal District Judge,
Perambalur.

ANNEXURE:

I. Plaintiff's side witnesses:

1	Pw1	Mr. Vadivel.
2	Pw2	Mr. Rengaraj.

II. Plaintiff's side Documents:

1	Ex.A1	Promissory Note, dated 01.07.2022.
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Principal District Judge,
Perambalur.

PDJ Court,
Perambalur.

Fair/Draft Judgment
O.S.No.39/2025
D.D: 15.04.2026.