

**IN THE COURT OF ADDITIONAL DISTRICT JUDGE,
RAMANATHAPURAM**

**Present: Thiru.S.SRINIVASAN, B.Sc.,M.L.,
Additional District Judge,
Ramanathapuram.**

Tuesday this the 07th day of March 2023

**Original Suit No.70/2022
(CNR No.TNRM 01 003792 2022)**

M.Balu

...Plaintiff

/Vs/

S.Rajendran

... Defendant

This suit is coming before me for final hearing on 01.03.2023 in the presence of Thiru.J.Uduman, Counsel for the plaintiff, and the Defendant was remained exparte and upon hearing plaintiff side arguments, perusal of all connected material records and having stood over for consideration till this date, this court passed the following

JUDGMENT

This suit is filed by the plaintiff to recover the plaint amount of Rs.18,37,063/- with interest and cost from the defendant.

2. Brief averments of Plaintiff:

The defendant had borrowed a sum of Rs.17,00,000/- from the plaintiff on 02.08.2021 and executed the Promissory note in favour of the plaintiff on 02.08.2021 agreeing to re-pay the interest at Rs.2% for Rs.100/- p.m. and the defendant had handed over the original Sale Deed in the name

of his mother Madathi Ammal in respect of suit property and also handed over the Patta Transfer order and Computer 10(1) to the plaintiff. After the borrowal, the defendant has paid Rs.3,00,000/- towards the interest amount and thereafter, the defendant did not pay the principal and balance interest amount to the plaintiff. Though the plaintiff has demanded repayment of loan amount by the defendant, he did not pay any amount to the plaintiff. The plaintiff had issued a legal notice to the defendant on 21.07.2022 and it was received by the defendant on 22.07.2022. The plaintiff has again sent a legal notice to the defendant on 13.08.2022, since there was a correction of date of borrowal on 02.08.2021 instead of wrongly typed as 02.08.2020. The defendant has received the said notice on 17.08.2022 and no reply notice was sent by the defendant to the plaintiff and no amount was paid by the defendant to the plaintiff. Hence this suit.

3. The defendant was remained exparte.

4. Points for consideration:

1. Whether the plaintiff is entitled to recover the plaint amount of Rs.18,37,063/- with interest from the defendant?
2. To what other relief and cost the plaintiff is entitled to?

5. The plaintiff was examined as PW1. Ex.A1 to A8 were marked through PW1.

6. Point No.1:

The plaintiff has filed the suit to recover the plaint amount of Rs.18,37,063/- with interest at 6% p.a. for the Principal amount of

Rs.17,00,000/- from the date of plaint till the date of realization. The case of the plaintiff is that, the defendant had borrowed a sum of Rs.17,00,000/- from the plaintiff on 02.08.2021 and executed the Promissory note in favour of the plaintiff on 02.08.2021 agreeing to re-pay the interest at Rs.2% for Rs.100/- per month and the defendant had handed over the original Sale Deed in the name of his mother Madathi Ammal in respect of suit property and also handed over the Patta Transfer order and Computer 10(1) to the plaintiff and after the borrowal, the defendant has paid Rs.3,00,000/- towards the interest amount and the defendant did not pay the Principal and the balance interest amount to the plaintiff.

7. The plaintiff would submit that, he demanded repayment of loan amount by the defendant but he did not pay any amount to the plaintiff and the plaintiff had issued a legal notice to the defendant on 21.07.2022 and it was received by the defendant on 22.07.2022 and the plaintiff has again sent a legal notice to the defendant on 13.08.2022, since there was a correction of date of borrowal on 02.08.2021 instead of wrongly typed as 02.08.2020 and the defendant has received the said notice on 17.08.2022 and no reply notice was sent by the defendant to the plaintiff and no amount was paid by the defendant to the plaintiff.

8. The defendant did not appear before this Court and he remained exparte and no written statement was filed by the defendant.

9. The plaintiff namely M.Balu was examined as PW1. No other witnesses have been examined on the side of plaintiff. PW1 has deposed in Chief examination that, the defendant had borrowed a sum of Rs.17,00,000/-

from him on 02.08.2021 and executed the Promissory note in his favour on 02.08.2021 agreeing to pay the interest at Rs.2% for Rs.100/- per month and the defendant had handed over the original Sale Deed stands in the name of his mother Madathy Ammal in respect of suit property and also handed over the Patta Transfer Order and Computer 10(1) to him and after the borrowal, the defendant has paid Rs.3,00,000/- towards the interest amount and the defendant did not pay the Principal and the balance interest amount to the plaintiff.

10. PW1 has further deposed that, though he had demanded repayment of loan amount by the defendant on various occasions, he did not pay any amount to the plaintiff and hence, he had issued a legal notice to the defendant on 21.07.2022 and it was received by the defendant on 22.07.2022 and thereafter, he had again sent a legal notice to the defendant on 13.08.2022, since there was a correction of date of borrowal on 02.08.2021 instead of wrongly typed as 02.08.2020 and the defendant has received the said notice on 17.08.2022 and no reply notice was sent by the defendant to the plaintiff and no amount was paid by the defendant to the plaintiff.

11. The Promissory note dt.02.08.2021 for Rs.17,00,000/- is marked as Ex.A1. The copy of legal notice sent by the plaintiff to the defendant on 21.07.2022 is marked as Ex.A2. The A.D.Card of defendant dt.22.07.2022 is marked as Ex.A3. The 2nd legal notice dt.13.08.2022 sent by the plaintiff to the defendant is marked as Ex.A4. The A.D.Card of defendant dt.17.08.2022 is marked as Ex.A5. The original Sale Deed stands in the name of mother of defendant dt.11.07.1961 is marked as Ex.A6. The Patta Transfer order stands

in the name of defendant is marked as Ex.A7. A Computer Patta stands in the name of defendant is marked as Ex.A8.

12. From the perusal of Ex.A1 Promissory note and from the perusal of evidence of PW1, it is very clear that, the defendant has borrowed a sum of Rs.17,00,000/- from the plaintiff on 02.08.2021 and thereafter, the defendant has paid only Rs.3,00,000/- towards the interest amount and thereafter, the defendant did not pay any amount to the plaintiff. The plaintiff had sent two legal notices to the defendant as per Ex.A2 and Ex.A4. Both notices were received by the defendant as per Ex.A3 and Ex.A5, but the defendant did not send any reply notice to the plaintiff. On perusal of Ex.A6, Ex.A7 and Ex.A8, it is very clear that, the defendant has handed over the original Sale Deed stands in his mother's name in respect of suit property and also handed over the Patta Transfer Order and the Computer Patta stands in his name.

13. From the perusal of evidence of PW1 and from the perusal of Ex.A1 to A8, this Court came to the conclusion that, the plaintiff has clearly proved his case that, the defendant has borrowed a sum of Rs.17,00,000/- from the plaintiff on 02.08.2021 and Ex.A1 Promissory note was executed in favour of the plaintiff and thereafter, the defendant has paid only Rs.3,00,000/- towards the interest amount and thereafter, the defendant did not repay any amount to the plaintiff. Hence this Court came to the conclusion that, the plaintiff is entitled to recover the plaint amount of Rs.18,37,063/- with interest at 6% p.a. for the Principal amount of

Rs.17,00,000/- from the date of plaint till the date of realization with cost. Accordingly, this point is answered.

14. Point No.2 :

As decided above, it is held that, this suit is liable to be decreed in favour of the plaintiff to recover the plaint amount of Rs.18,37,063/- with interest at 6% p.a. for the Principal amount of Rs.17,00,000/- from the date of plaint till the date of realization with cost as prayed for. Accordingly, this point is answered.

15. In the result, this suit is decreed in favour of the plaintiff to recover the plaint amount of Rs.18,37,063/- with interest @ 6% p.a., for the principal amount of Rs.17,00,000/- from the date of plaint till the date of realization with cost.

This judgment is dictated to the Steno-Typist, transcribed by her and typed by her in the computer, corrected by me and pronounced by me in the open court, on this the 07th day of March 2023.

(Sd/-S.Srinivasan)
Additional District Judge,
Ramanathapuram.

Witness Examined on the side of the Plaintiff:

PW1 – Thiru.M.Balu (Plaintiff)

Exhibits marked on the side of the Plaintiff:

Ex.A1	02.08.2021	Original Promissory Note
Ex.A2	21.07.2022	Copy of legal notice
Ex.A3	22.07.2022	AD Card
Ex.A4	13.08.2022	Copy of rectified legal notice
Ex.A5	17.08.2022	AD Card
Ex.A6	11.07.1961	Original Sale Deed
Ex.A7	17.08.2011	Original Patta Transfer Order
Ex.A8	02.04.2018	Computerized Patta

(Sd/-S.Srinivasan)
ADJ.,
Ramanathapuram.