

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
SALEM.

Present: **Tmt.S.Sumathy, M.L.,**
Principal District Judge,
Salem.

Monday, this the 30th day of March, 2026.

O.S.No.12/2022
(CNR.No.TNSA010001032022)

1) P.Sivaraman

2) S.Usharani

...Plaintiffs.

-vs-

R.Shantha

...Defendant.

This suit came up on 23.03.2026 for final hearing before me in the presence of Tvl.G.Muthamilselvan, C.Sekar, R.Kandavel, S.Kumaravel, K.Jeevanandam, S.Velmurugan and G.Anbukkarasu, Advocates for the Plaintiffs and Thiru.G.Kamalababu, Advocate for the defendant and upon hearing both side arguments and upon perusing the documents and having stood over till this day for consideration, this Court passed the following,

JUDGMENT.

The plaintiffs herein have filed this suit to pass a preliminary decree directing the defendant to pay a sum of Rs.26,78,000/- to the plaintiffs within the time to be fixed by this Court with subsequent interest at the rate of 24% p.a. on the principal amount of Rs.13,00,000/- from the date of suit till realization, failing which to order the sale of the mortgaged suit property to realize the decree amount out of the sale proceeds and for costs.

2) **Averments made in the plaint are in brief:**

The 2nd plaintiff is the wife of the 1st plaintiff. The defendant is the owner of the suit properties and she is the mortgagor and the plaintiffs are the mortgagees. On 03.08.2017, the defendant borrowed a sum of Rs.13,00,000/- from the plaintiffs as loan for her urgent family expenses and development of her business and executed a debt deed in favour of the plaintiffs agreeing to repay the amount with interest at 24% per annum either to the plaintiffs or their order on demand. On 30.10.2017 with an intention of creating a mortgage by deposit of title deeds, the defendant handed over the original title deed dated:20.02.2015 standing in her name under document No.1227/2015 of Omalur SRO for the suit 1st item, 20.08.1992 under document No.1441/1992 of Dharmapuri No.2 SRO for the suit 2nd item and the defendant has executed a Memorandum of Deposit of Title Deeds with the plaintiffs. In spite of repeated demands made by the plaintiffs, the defendant has not come forward to pay either the principal or interest. Finally, on 27.12.2021, the plaintiff demanded the defendant to pay the amount, but she has not come forward to pay the same and she is making arrangements to alienate or encumber the suit properties to third parties. Hence this suit.

3) **Averments made in the Written Statement filed by the Defendant in brief:**

The suit is false, frivolous, vexatious and unsustainable in law and

facts. The defendant is the absolute owner of the suit property. The defendant has not borrowed a sum of Rs.13,00,000/-. The defendant only received a sum of Rs.10,00,000/- from the plaintiffs on 20.05.2017 as a hand loan. At that time, the plaintiffs compelled the defendant and her husband to sign in blank Rs.20 NJS Stamp papers, 10 cheque leaves of SBI Fort Branch, other Bank cheque leaves and more than 10 signatures in the blank papers. When the defendant received the money from the plaintiffs, she submitted her land documents dated:20.02.2015 bearing document No.1227/15 of Omalur Sub Registrar Office and another document bearing No.1441/92 dated:20.08.92 of Dharmapuri No.2 SRO to the plaintiffs. The memorandum of the title deed dated:30.10.2017 is related to debt deed dated:03.08.2017. Therefore the said debt deed is barred by limitation. No demand was made by the plaintiffs within a time and so the memorandum of title deed also made under compulsion of the plaintiffs, so it is illegal and unlawful. Once the debt deed is invalid, the memorandum is also barred by limitation and invalid.

No notice was given by the plaintiffs to the defendant for about 05 years since on 03.08.2017. No cause of action arise in the suit. The defendant has already discharged the loan to the plaintiffs. The plaintiffs are doing money lending business and they are trying to acquire the defendant's property by way of cheating. The plaintiffs, their family and their friends by using the unfilled NJS papers, empty blank cheques and

pronotes given by the defendant filed mortgage suit, money suit and six private complaints u/sec.138 of NI Act before the Judicial Magistrate No.I Court, Salem. Hence this suit is to be dismissed.

4) Based on the averments in the plaint and the written statement the following issues are framed:

- 1) Whether the plaintiffs are entitled for preliminary decree as prayed for in the plaint?
- 2) Whether the contention of the defendant that she has already discharged the loan is correct or not?
- 3) To what other relief the plaintiffs are entitled to?

5) On the side of the plaintiffs, the 1st plaintiff examined himself as P.W.1 and one Thiru.Sakthivel was examined as P.W.2 and Ex.A1 to Ex.A4 documents were marked. On the side of the defendant, no witness was examined and no document was marked.

6) Issue Nos.1 and 2:

The 2nd plaintiff is the wife of the 1st plaintiff and the defendant is the owner of the suit properties are admitted facts.

The contention of the plaintiffs in this case is that on 03.08.2017, the defendant has borrowed a sum of Rs.13 Lakhs from the plaintiffs as loan for her urgent family expenses and development of her business and executed a debt deed in favour of the plaintiffs agreeing to repay the same

with interest at 24% per annum to the plaintiffs or their order on demand. Further on 30.10.2017 with an intention of creating a mortgage by deposit of title deeds, the defendant handed over the original title deed dated:20.02.2015 standing in her name in respect of the 1st item of the suit properties and she also deposited the deed dated:20.08.1992 with regard to the 2nd item of the suit properties and has executed a Memorandum of Deposit of Title Deeds with the plaintiffs. In spite of repeated demands made by the plaintiffs, the defendant has not come forward to pay either the principal or interest. Finally, on 27.12.2021, the plaintiffs demanded the defendant to pay the amount, but she has not come forward to pay the same and hence, this suit is filed against defendant and prayed to allow this suit.

7) The defendant denied the above contention of the plaintiffs and contended that the defendant has not borrowed a sum of Rs.13 Lakhs instead she had received only a sum of Rs.10 Lakhs from the plaintiffs on 20.05.2017 as a hand loan and at that time, the plaintiffs compelled the defendant and her husband to sign in blank Rs.20 NJS Stamp Papers, 10 cheque leaves of SBI Fort Branch and other bank cheque leaves and more than 10 signatures in the blank papers. The defendant also submitted her land documents dated:20.02.2015 registered in Document No.1227/2015 on the file of the Sub Registrar Office, Omalur and another document registered in Document No.1441/1992 dated:20.08.1992 on the file of the No.2 Sub Registrar Office of Dharmapuri to the plaintiffs. Since the

Memorandum of Title Deed entered into on 30.10.2017 is related to the debt deed dated:03.08.2017, it is barred by limitation. The Memorandum of Title Deed was also made under compulsion of the plaintiffs and no demand was made by the plaintiffs within time and once the debt deed is invalid, the Memorandum is also barred by limitation and is invalid. No notice has been given by the plaintiffs for the past 05 years, hence, there is no cause of action for this suit. The plaintiffs are doing money lending business and they are trying to acquire the defendant's properties by way of cheating. The defendant had already discharged the loan debt to the plaintiffs. The plaintiffs, their family and friends making use of the defendant's unfilled NJS Stamp Papers, empty blank cheques and pronotes have filed this mortgage suit, money suit and private complaints u/sec. 138 of the NI Act, hence, this suit is to be dismissed in limini.

8) In support of the plaintiffs case, the 1st plaintiff has been examined as P.W.1 and one Thiru.Sakthivel has been examined as P.W.2. The Debt Deed dated:03.08.2017 said to be executed by the defendant in favour of the plaintiffs, the Memorandum of Deposit of Title Deed dated:30.10.2017 executed by the defendant in favour of the plaintiffs and the sale deeds dated:20.02.2015 & 20.08.1992 in the name of the defendant have been marked as Ex.A1 to Ex.A4.

9) The defendant has not denied the signature in Ex.A1 Debt Deed and Ex.A2 the Memorandum of Deposit of Title Deed. The only contention

of the defendant is that she has borrowed only Rs.10 Lakhs only from the plaintiffs and already she has repaid the same. However, to prove the above said averment the defendant has not produced any document and also not examined any witnesses including her. She has also not even stated how the title deeds were with the plaintiffs. On the other hand, the 1st plaintiff examined himself as P.W.1 and the attester of Ex.A1 Debt Deed has been examined as P.W.2. From the evidence of above witnesses and the documents, it is clear that the defendant had executed the Debt Deed dated:03.08.2017 and the Memorandum of Deposit of Title Deed dated:30.10.2017 and during cross examination of P.W.1 by the defendant also the execution of the Ex.A1 and Ex.A2 have not been denied. Further it is revealed from the records that sufficient opportunities were given to the defendant to cross examine the P.W.2, who is the attester of Ex.A1 debt deed, but the defendant did not choose to cross examine P.W.2.

10) The contention of the defendant is that the above deeds are barred by limitation and no demand has been made by the plaintiffs within the time and further the Memorandum of Deposit of Title Deed was also made under compulsion and it is illegal and unlawful. As already stated P.W.1 has been cross examined by the defendant and after giving sufficient opportunities, she did not choose to cross examine the P.W.2 and to prove that the said Memorandum of Deposit of Title Deed was made under compulsion, no document has also been produced and the plaintiffs' side

witnesses have also not been cross examined on this aspect.

11) Further Art.62 of the Limitation Act provide 12 years limitation period for a suit to enforce payment of money secured by a mortgagee or otherwise charged upon immovable property and the time begins to run when the money sued for becomes due. Art.62 of Limitation Act reads as,

Description of suits	Period of Limitation	Time from which period begins to run
Suits relating to immovable property		
62. To enforce payment of money secured by a mortgagee or otherwise charged upon immovable property.	Twelve Years	When the money sued for becomes due.

12) Here in this case, the defendant has borrowed the loan on 03.08.2017 and executed the Ex.A1 Debt Deed on the same day and she also executed the Ex.A2 Memorandum of Deposit of Title Deed on 30.10.2017 and this suit is filed on 06.01.2022 (i.e.) within 12 years period. Hence, it is clear that the suit is not barred by limitation and filed within the limitation period.

13) As already stated, the defendant had not examined anyone to prove that she has repaid the amount which she had borrowed and on the other hand, the plaintiffs have proved that the defendant had borrowed a sum of Rs.13 Lakhs on 03.08.2017 from them and she had executed the

Ex.A1 Debt Deed and Ex.A2 Memorandum of Deposit of Title Deed. Further it is not in dispute that the defendant is the owner of the suit properties. Therefore, for the afore stated reasons, this Court is inclined to hold that the defendant has not discharged the loan which has been borrowed by her and the plaintiffs are entitled for preliminary decree as prayed for in the plaint and the above issues are answered accordingly.

14) **Issue No.3:**

In view of the above said conclusion arrived in Issue Nos.1 and 2, this Court is inclined to hold that the plaintiffs are entitled to get the relief as prayed for in the plaint and the suit is liable to be decreed as prayed for and this issue is answered accordingly.

In the result, the suit is decreed with costs. Preliminary decree is passed against the defendant directing her to pay a sum of Rs.26,78,000/- to the plaintiffs with subsequent interest at the rate of 9% p.a. on Rs.13,00,000/- from the date of suit till the date of decree and thereafter at the rate of 6% p.a. till the date of realization. Time for payment three months.

Dictated to the Steno-typist directly, computerized by her, corrected and pronounced by me in Open Court this the 30th day of March, 2026.

Sd./S.Sumathy,
Principal District Judge,
Salem.
30.03.2026

Plaintiffs' side evidences:-

PW.1: Thiru.Sivaraman (1st Plaintiff)

PW.2: Thiru.Sakthivel

Defendant's side evidence:-

-Nil-

Plaintiffs' side exhibits:-

- Ex.A1: 03.08.2017 Debt Deed executed by the defendant in favour of the plaintiffs - Original.
- Ex.A2: 30.10.2017 Memorandum of Deposit of Title Deeds executed by the defendant in favour of the plaintiffs - Original.
- Ex.A3: 20.02.2015 Sale deed in the name of the defendant – Original.
- Ex.A4: 20.08.1992 Sale deed in the name of the defendant – Original.

Defendant's side exhibits:-

-Nil-

Sd./S.Sumathy,
Principal District Judge,
Salem
30.03.2026

Judgment (True copy) in
O.S.No.12/2022
Dated:30.03.2026

