

IN THE COURT OF THE SUBORDINATE JUDGE, ATTUR
SALEM DISTRICT.

PRESENT: **Thiru S.Ganesan, B.Sc., M.A., B.L.,**
 Subordinate Judge, Attur.

Friday, dated this 13th day of March 2026

O.S.No.133/2025
(CNR.No.TNSA 12000-895-2024)

Elango Plaintiff
 /Versus/

The Branch Manager,
 Dhanalakshmi Paper Mills, Villampatty,
 Dindigul. Defendant

This suit came before me on 13.03.2026 in the presence of Thiru.T.Velmurugan, Learned Advocate for the Plaintiff and Defendant called absent and set ex-parte upon perusing the records and Argument of Plaintiff and having stood over for consideration this court delivered the following:

J U D G M E N T

1. This suit is filed by the Plaintiff for the recovery of amount of Rs.2,83,937/- along with interest and for costs.

2. **The Averments of the Plaint:-** The plaintiff is running business in the name of Amman Lorry Booking office, at Narasingapuram post, Attur Taluk, Salem District. The defendant is working as an Branch Manager in Dhanalakshmi Paper Mills at Dindigul. The defendant entered to the plaintiff, doing business by booking bran loads for the last 2 years in plaintiff's truck booking office. The plaintiff delivery so many times for bran load to the defendant. In that way, since 21.04.2022, the defendant has been doing business by booking loads of bran at the bran mill in Deviyakurichi Village, Thalaivasal Taluk, Salem district. The defendant is offered to delivery the bran load at the rate of Rs.1,050/- per ton to the plaintiff. In that way, the defendant given the balance amount of Rs.4,27,350/- to the plaintiff. The plaintiff has

produced in the delivery receipt along with the plaint for kind perusal of this court. In the above said circumstances the defendant as the first installment as a cheque of Rs.1,13,041/- and as the second installment of Rs.30,372/- as a cheque to the plaintiff. The defendant is delaying the payment of the remaining amount of Rs.2,83,937/- till date. The defendant has been passing the time today and tomorrow without paying the dues after the plaintiff has asked so many times by cell phone and asked us many times in person.

3. The defendant had not paid the amount as per his written assurance, Hence, the plaintiff had sent a legal notice through his counsel on 22.05.2024 to the defendant calling him to pay the amount of Rs 2,83,937/- for arrears amount to the plaintiff. The defendant had acknowledged the notice and after the receipt of the legal notice the defendant did not turn up. Hence this suit is necessitated for recovery of arrear amount.

4. Summon served to the Defendant and Defendant called absent and set ex-parte on 23.09.2025.

5. Point for consideration:-

Whether the Plaintiff is entitled for the reliefs prayed for?

6. On the side of the Plaintiff, PW1 has examined and Ex.A1 to Ex.A3 were marked through PW.1. In order to evince and substantiate the case of the Plaintiff, PW1 had deposed in her Proof Affidavit as stated in the Plaint. Ex.A1 is the Legal Notice, Ex.A2 is the Acknowledgment card, Ex.A3 is the Delivery receipt were marked through PW1.

7. The Plaintiff was examined as PW.1 and he deposed his evidence as the same in the plaint averments that the defendant requested the delivery of the goods to his company through the plaintiff for Rs.4,27,350/- . For the first delivery the defendant as the first installment as a cheque of Rs.1,13,041/- and as the second installment of Rs.30,372/- as a cheque to the plaintiff. The defendant is delaying the payment of the remaining amount of Rs.2,83,937/- till date. But, in-spice of repeated

the Defendant had not pay any amount to the Plaintiff.

8. On perusal of records, under the Ex.A1 is the Legal Notice sent to the defendant, Ex.A2 is the Acknowledgment card, Ex.A3 is the Delivery receipts.

9. The Plaintiff has proved its case ***under Section 104 of Bharatiya Sakshya Adhiniyam (Section 101 of the Evidence Act)*** and discharged the initial burden lies on it. Added to it, the presumption under the way bills and also statement of accounts also would strengthen the case of the Plaintiff. On the other hand, the Defendant has deliberately failed to appear for contesting the suit. Therefore, this court wants to invoke and draw an adverse inference as against the Defendant ***under Section 119 (g) of Bharatiya Sakshya Adhiniyam (Section 114 (g) of Evidence Act)*** . Looking at any angle, the suit is needfully required to be decreed as prayed for.

10. The Defendant has agreed to pay interest to the principal amount at the rate of bank interest When the Suit is filed in Court of Law for recovery of money, the interest to be awarded during the pendency of the suit will be governed by Section 34 of CPC and Interest Act. Hence, the rate of interest for the period from date of loan till the filing of the plaint and till the date of passing of decree will be 6% per annum for the period of litigation till the date of realization of the principle amount.

11. ***In the result, this suit is hereby decreed with cost. That the defendant is liable to pay to the Plaintiff a sum of Rs.2,83,937/- with subsequent interest for the principal sum of Rs.2,83,937/- at the rate of 6 percent per annum from the date of suit till the date of realization. Time for payment 2 months.***

Dictated by me to the Typist, computerized by him directly to my dictation, corrected and pronounced by me in the open Court, this the 13th day of March 2026.

Subordinate Judge,
Attur.

Witness on the side of Plaintiff:-

PW.1- Thiru.Elango ... Plaintiff.

Exhibits marked on the side of Plaintiff:-

Ex.A1 22.05.2024 Legal Notice sent to the defendant – Original

Ex.A2 24.05.2024 Acknowledgment card – Original

Ex.A3 -- Delivery Receipts – Original

Witness and Exhibits on the side of Defendant:- NIL

Subordinate Judge,
Attur.

*Draft/Fair judgment
O.S.No. 133/2025
Dated: 13.03.2026
Sub-Court, Attur*