

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

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

Wednesday, dated this 18<sup>th</sup> day of March 2026

**O.S.No.413/2024**  
**(CNR.No.TNSA 12001-254-2024)**

Velu ..... Plaintiff

/Versus/

Sundrarajan ..... Defendant

This suit came before me on 18.03.2026 in the presence of Thiru.K.Chandrasekaran, Learned Advocate for the Plaintiff and summon served for the Defendant and called absent and set exparte 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 under the veil of pro note of Rs.2,45,267/- along with interest and for costs.

2. **The Averments of the Plaint:-** The plaintiff and the defendant are family friends. The defendant demanded a sum of Rs.2,00,000/- (Rupees Two Lakhs only) from the plaintiff on 02.12.2022 for his urgent family and business expenses. The plaintiff arranged the amount and informed the same to defendant on 21.01.2023. On 21.01.2023 the defendant borrowed a sum of Rs.2,00,000/- (Rupees Two Lakhs Thousand only) in expenses and the defendant executed a Promissory Note in favour of the presence of attestors and scribe of the Promissory Note. The defendant undertake to repay the

principal with interest at the rate of 12% towards the above said Promissory Note to the plaintiff. But the defendant did not pay any single paise to the plaintiff.

3. In spite of repeated demands made by the plaintiff, the defendant did not pay any sum to the plaintiff either towards the principal or interest and on the other hand that he had given a false excuses and postponing the evil days. Further recently the defendant is taking emergent steps to sell away his properties with a view to defeat the lawful claim of the plaintiff. The defendant is liable to pay the principal amount along with accrued interest to the plaintiff as per law. But the defendant did not repay the principal amount with interest to the plaintiff. Hence the suit filed.

4. Summon served to the Defendant and called absent and set ex-parte on 30.10.2025.

5. Point for consideration:-

***Whether the Plaintiff is entitled for the reliefs prayed for?***

6. On the side of the Plaintiff, plaintiff has examined himself as PW1 and Ex.A1 is marked through PW.1, and PW2 has examined.

7. In order to evince and substantiate the case of the Plaintiff, PW1 had deposed in his Proof Affidavit as stated in the Plaint. Ex.A1 is the Pro note executed by the defendant and marked through PW1.

8. The Plaintiff was examined as PW.1 and he deposed in his evidence as the same in the plaint averments that the Defendant had been borrowed a sum of ***Rs.2,00,000/- (Rupees One Lakh and Fifty Thousand only)*** from the Plaintiff for his family and business urgent expenses and the Defendant had executed the suit promissory Note in favour of the Plaintiff for the above said amount on the same date in the presence of witnesses and

the Defendant was agreed to repay the same with bank interest. But, in-spite of repeated the Defendant had not pay any amount to the Plaintiff.

9. On perusal of records, under the Ex.A1 Deed of on Demand Promissory Note. The executioj, signasture and pasing of consideration on the Ex.A.1 has been proved through the PW.1 and substantitated thourgh the evidence of PW21 who is the attoestor of the pronote . Thereby the defendant affixed his signature and obtained money from the plaintiff by virtue of Ex.A.1 has been proved

10. The Plaintiff has proved his case *under Section 104 of Bharatiya Sakshya Adhinyam (Section 101 of the Evidence Act)* and discharged the initial burden lies on him. Added to it, the presumption *under Section 118 of Negotiable Instrument Act* 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 Adhinyam (Section 114 (g) of Evidence Act)* . Looking at any angle, the suit is needfully required to be decreed as prayed for.

11. 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.

12. ***In the result, this suit is hereby decreed with cost. That***

*the defendant is liable to pay to the Plaintiff a sum of Rs.2,45,267/- with subsequent interest for the principal sum of Rs.2,00,000/- 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 Steno-Typist, computerized by her directly to my dictation, corrected and pronounced by me in the open Court, this the 18<sup>th</sup> day of March 2026.

Subordinate Judge,  
Attur

**Witness on the side of Plaintiff:-**

PW.1- Thiru.Velu ... Plaintiff.

PW.2- Thiru.Rajendran ... Witness.

**Exhibits marked on the side of Plaintiff:-**

Ex.A1 22.01.2023 Pronote executed by the defendant – Office Copy

**Witness and Exhibits on the side of Defendant:- NIL**

Subordinate Judge,  
Attur

*Draft/Fair judgment  
O.S.No. 413/2024  
Dated: 18.03.2026  
Sub-Court, Attur*