



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, SIVAGANGAI.

PRESENT: Thiru. Swarnam J. Natarajan M.L.,

Principal District Judge, Sivagangai.

Thursday, the 26th day of September 2024

Thiruvalluvarandu 2055, Krodhi year, 10th day of Puratasi month

Original Suit No.31/2024

(CNR No.TNSV01000003-2024)

Sivanandham

. . . Plaintiff

-Vs-

1. V.Shri Ram

2. Meenal

. . . Defendant

This suit was coming up on 20.09.2024 for final hearing before me in the presence of Thiru.A.Siva, Advocate for the plaintiff and of Thiru.Navaneetharaja, Advocate for the defendants and written statement not filed on the side of the defendants and the defendants are called absent and remained exparte and upon hearing the arguments of plaintiff side and perusing the evidence, documents, the case having stood over for consideration till this day, this Court delivers the following :

EX PARTE JUDGMENT

This is the suit filed by the plaintiff against the defendants 1 and 2 seeking for recovery of a sum of Rs.34,00,000/- with subsequent interest on the principal sum of Rs.25,00,000/- with further interest at 12% per annum and for cost of the suit.

2) The facts stated in the plaint in brief is as follows:-

The defendants are residing at Amaravathi Puthur Village running a



Petrol Bunk acquainted with the plaintiff's who are mother and son for their business purpose for several years. The defendants had borrowed loan from the plaintiff on several occasions borrowed Rs.14,40,000/- and Rs.15,60,000/- together Rs.25,00,000/- on various dates for the purpose of discharging petty loans and for their development of business and executed the suit promissory note on 28.12.2020 agreeing to repay the loan amount with 12% interest in the house of the plaintiff. The defendants failed to repay the loan amount in spite of several demands made by the plaintiff. Thereby, the plaintiff was force to issue a legal notice on 13.12.2023 calling upon the defendants to repay the loan amount having known the contents of the notice. The defendants refuse to receive the notice and return the same and the defendants are making attempts to alienate the properties. Hence, the present suit is filed.

3) The defendants had not filed written statement in spite of several adjournments' given. On, 30.08.2024 the defendants were set exparte for non filing of written statement, though the notices were served in April 2024. Hence, the suit was proceeded exparte.

4) The point for consideration is:-

Whether the plaintiff has proved the execution of the promissory note and whether the plaintiff is entitled for the suit claim?

5) The plaintiff entered the witness box reiterating the facts stated in the plaint and examined himself was PW1, Ex.A1 the suit promissory note, Ex.A2 legal
26.09.2024



notice, Ex.A3 and Ex.A4 the returned covers from the defendants were marked on the side of the plaintiff.

6) From the evidence of the plaintiff it reveals that the plaintiff has lend Rs.25,00,000/- loan to the defendants, for which the defendants had executed the suit promissory note agreeing to repay the said amount with interest and failed to repay the loan amount. Thereby, the plaintiff was force to issue legal notice to the defendants calling upon them to repay the loan amount, which the defendants failed to receive the notice and did not repay the loan amount till date. The returned covers from the defendants address would reveal that, the defendants willfully not received the notice and failed to repay the loan amount. Hence, the suit is to be decreed and the plaintiff has made out the case in his favour for ordering for decreeing the suit. Hence, the point is answered accordingly.

In the result, ***the suit is decreed with costs***, by directing the defendant to pay Rs.34,00,000/- with subsequent interest at 9% per annum from the date suit till the date of decree and thereafter 7% per annum from the date of decree till the date of realization.

Dictated to the Steno-typist, taken by her in short hand, transcribed by her with the help of voice recorder, corrected and pronounced by me in the open Court, this the 26th day of September - 2024.

Principal District Judge,
Sivagangai.

26.09.2024

Principal District Court, Sivagangai.



List of Witness examined on the side of Plaintiff:-

P.W.1 : Sivanandham

List of Exhibit marked on the side of the Plaintiff:-

Ex.A1 28.12.2020 Original Promissory Note.

Ex.A2 13.12.2023 Legal notice sent to the defendants by the plaintiff.

Ex.A3 --- Returned cover.

Ex.A4 --- Returned cover.

Defendant side witness and documents: NIL

Principal District Judge,
Sivagangai.

Draft / Fair Judgment

O.S.No.31/2024

Date:26.09.2024

P.D.J. Court, Sivagangai.