



IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THENI

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

Principal District Judge, Theni

Monday, this the 20th day of April - 2026

Original Suit No.116/2025

CNR.No.TNTH01-001980-2025

J. Govindan
S/o. S. Jeganathan

... **Plaintiff**

-Versus-

V. Annakodi
S/o. Vellaichamy Thevar

... **Defendant**

This suit was coming up on 16.04.2026, for final hearing before me in the presence of Thiru. V. Sriram, Advocate for the plaintiff and of Thiru. K. Dharmakodi, Advocate for the defendant and after the defendant was called absent set 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

The plaintiff had instituted the suit for passing of preliminary decree directing the defendant to pay the suit claim of **Rs.28,67,200/-** with cost of the suit from the date of plaint till the date of decree and in default, directing the



schedule mentioned property to be sold without attachment and the sale proceeds to be adjusted towards the amount decreed.

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

On 23.07.2012, the defendant borrowed a sum of Rs.7,00,000/- from the plaintiff and had executed a registered mortgage deed in favour of the plaintiff in respect of the schedule mentioned property, which was registered at Theni Sub-Registrar Office vide Document No.6264/2012. The said loan was secured by way of mortgage with an agreed rate of interest at 24% per annum as per the terms of the deed. The defendant undertook to repay the principal and interest within a stipulated period of one year. However, the defendant failed to comply with the conditions of the mortgage deed and did not pay either the principal or the interest. Despite repeated demands made by the plaintiff, the defendant neglected to discharge the mortgage debt. In the year 2017, the defendant sought further time for settlement and handed over the original sale deed of the schedule property to the plaintiff. Even thereafter, the defendant failed to make any repayment towards the mortgage debt. The plaintiff lastly demanded repayment on 09.03.2025, but the defendant failed to comply. Subsequently, a legal notice dated 28.04.2025 was issued demanding a sum of Rs.27,58,000/-, which was duly received by the defendant without any reply. Hence, the



plaintiff has filed the present suit seeking for passing of a preliminary mortgage decree for recovery of Rs.28,67,200/- together with costs of the suit.

3. The written statement filed by the defendant in brief is as follows :-

The suit is not maintainable and is liable to be dismissed and except the facts expressly admitted herein, all other averments in the plaint are false and are denied and the plaintiff is put to strict proof of the same. The defendant is known to the plaintiff and had borrowed a sum of Rs.5,00,000/- from the plaintiff. However, the plaintiff insisted upon execution of a mortgage deed for Rs.7,00,000/-, which includes interest for two years and registration charges of Rs.20,000/-. The said mortgage deed does not reflect the true nature of the loan transaction and is only a nominal document created for security purposes. The plaintiff is periodically receiving interest from the defendant on yearly basis without issuing any receipts and despite having received such interest has not initiated any proceedings for nearly 11 years. No legal notice was issued prior to the filing of the suit and that the alleged cause of action and dates mentioned are false and have been created only for the purpose of the suit. The calculation of interest is excessive and unsustainable in law and the court fee paid is also incorrect. There is no valid cause of action for the present suit and that the



present suit is false, vexatious and filed with an ulterior motive. Hence, the defendant prays for dismissal of the suit.

4. The following issues are framed for trial :-

- i. Whether the plaintiff is entitled for the suit claim as prayed for ?
- ii. To what other relief ?

On the issues 1 to 2 :-

5. The plaintiff examined himself as PW1 and one Arulkumar was examined as PW2, who is the attesting witness in the mortgage deed and Ex. A1 to Ex.A6 being the Mortgage deed in document No.6264/2012, title deed of the mortgage suit property, legal notice, postal receipt, acknowledgment card and Encumbrance Certificate of the suit property were marked on the side of the plaintiff. The defendant, when the case was posted for cross examination has not come forward to cross examine the witnesses and the defendant's counsel reported no instructions. Accordingly, the defendant was set exparte.



6. From the averments made in the plaint and the documents produced, it reveals that the defendant had borrowed a loan of Rs.7,00,000/- from the plaintiff on 23.07.2012 and executed a mortgage deed and failed to discharge the same. Ex.A1 is the registered mortgage deed dated 23.07.2012, which supports the case of the plaintiff. PW2 Arulkumar, the attesting witness to the mortgage deed has clearly stated that the defendant borrowed Rs.7,00,000/- from the plaintiff at the Sub-Registrar Office, Theni, out of which Rs.4,00,000/- was paid by cheque and Rs.3,00,000/- by cash and that he signed as an attesting witness in the mortgage deed. He has also deposed that the defendant agreed to repay the amount within one year and later failed to do so. The evidence of PW1 and PW2 is consistent and is duly supported by documentary evidence. The documents produced also corroborate the oral evidence. Though the defendant filed his written statement, he has not chosen to cross examine the witnesses and remained absent and was set *exparte*. The legal notice issued by the plaintiff was received by the defendant however no reply was sent. Hence, the plaintiff has proved the mortgage transaction, execution of the document and default on the part of the defendant. Therefore, the plaintiff is entitled to decree and a



preliminary mortgage decree is passed in his favour. Accordingly, Issues Nos.1 and 2 are answered in favour of the plaintiff.

In the result, the suit is decreed with cost by passing preliminary mortgage decree and the defendant is directed to pay to the plaintiff a sum of **Rs.28,67,200/-** with subsequent interest for the principal amount of **Rs.7,00,000/-** at the rate of **7.5 % p.a.**, from the date of suit till the date of decree and thereafter, at the rate of **6 % p.a.**, from the date of decree to till the date of realization. Time for payment of amount is three months. On failure of the defendant to repay the loan amount, the plaintiff is entitled for final decree in accordance with law.

Dictated to the Steno-Typist, taken by her in shorthand, transcribed and typed by her with the help of voice recorder, and Microsoft 365, corrected and pronounced by me, in the open court, this the 20th day of April - 2026.

**Principal District Judge,
Theni.**

List of Witnesses examined on the side of Plaintiff :-

- P.W.1 - Thiru. J. Govindan (Plaintiff)
P.W.2 - Thiru. S. K. Arulkumar.



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

Ex.A1	23.07.2012	Mortgage deed of the suit property (Document No.6264/2012) - Original
Ex.A2	13.02.2012	Title deed of the suit property - Original
Ex.A3	28.04.2025	Legal notice issued to the defendant - Original
Ex.A4	28.04.2025	Postal receipt - Original
Ex.A5	---	Acknowledgment card - Original
Ex.A6	16.06.2025	Encumbrance Certificate of the suit property – Online copy

Defendant side witness and documents :-

-NIL-

**Principal District Judge,
Theni.**



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O.S.No.116/2025

The Principal District Court,

Theni.

O.S.No.116/2025

Fair / Draft Judgment

Date : 20.04.2026

20.04.2026

Principal District Judge, Theni