IN THE COURT OF THE ADDITIONAL DISTRICT AND SESSIONS JUDGE, PERIYAKULAM, THENI DISTRICT.

Present: Thiru. C.SANKAR, B.A. M.L. PGDCFS.,
Additional District and Sessions Judge,
Periyakulam, Theni District.

Monday, the 01st day of June, 2026.

ORIGINAL SUIT No.52/2024
(CNR.No.TNTH090000782024)

P.Selvakumar …. **Plaintiff**

// Vs. //

1. K. Poonkodi
2. K. Kamalakannan
3. K. Swarnamithra
4. M. Lakshmanan … **Defendants**

This suit came up for final hearing before this Court on 22.04.2026, in the presence of Mr.K.V. Rajkumar, Learned Counsel for the Plaintiff and Mr.M.Sivasubramanian, Learned Counsel for the 1 to 3 Defendants and Mr.S.M.Sundarrajkumar, Learned Counsel for the 4th Defendant and upon perusing the Plaint, Written statement and Proof Affidavit and Documents and upon hearing the both side and having stood over for consideration till this day, this Court delivered the following…

JUDGMENT

This suit has been filed by the Plaintiff seeking a preliminary decree directing the Defendants to pay the sum of Rs. 12,25,340/- to the Plaintiff together with interest thereon at the rate of 12% per annum from 24.10.2013, until the date of full realization of the amount within a stipulated period to be fixed by this Court. Further seeking a final decree directing that, in the event of default, the suit properties be sold and the proceeds thereof be credited towards the principal claim amount for settlement and also seeking the costs of the suit.

2. **Averments made in the Plaint in brief is as follows**:

The 1st Defendant in the original suit is the wife of Mr. M. Karunakaran, who executed a mortgage deed in favour of the Plaintiff. The 2nd Defendant in the original suit is the son of the said Mr. M. Karunakaran. The 3rd Defendant in the original suit is the daughter of the said Mr. M. Karunakaran. The 4th Defendant in the original suit is the brother of the said Mr. M. Karunakaran. On 04.01.2013, Mr. M. Karunakaran who is the husband of the 1st Defendant and the father of the 2nd and 3rd Defendants in the original suit together with his brother, the 4th Defendant, obtained a cash loan of Rs. 4,50,000/- from the Plaintiff. They secured this loan by mortgaging the following properties belonging to them, citing the need to meet essential family expenses and to discharge sundry debts. They executed and delivered a mortgage deed registered as Document No. 36/2013 at the Sub-Registrar Office, Vathalakundu wherein they undertook to pay interest on the said amount at the rate of Re. 1/- per Rs. 100/- per month, to repay the principal amount within a period of three years, and to redeem the mortgage deed. Furthermore, they affirmed that, in the event of default, the loan amount could be recovered from the mortgaged properties as well as from any other movable and immovable properties belonging to them. While interest alone had been paid on the aforementioned mortgage deed until 23.10.2013 leaving the principal amount of Rs. 4,50,000/- outstanding on 24.10.2013, Mr. M. Karunakaran and the 4th Defendant jointly obtained a cash sum of Rs. 1,00,000/- from the Plaintiff to meet essential family expenses, once again pledging the very same properties as collateral. They executed and delivered a further mortgage deed registered as Document No. 3924/2013 at the Vathalakundu Sub-Registrar Office affirming that they would pay interest on this additional sum at the rate of Re. 1/- per Rs. 100/- per month, repay the principal amount within a period of two years, and redeem the said further mortgage deed they further gave an undertaking that, in the event of default, the amount could be recovered from the properties pledged as collateral as well as from their other properties. Both the aforementioned original mortgage deed and the subsequent further mortgage deed remain in full force and effect to this day.

Furthermore, on 24.10.2013, Mr. M. Karunakaran borrowed a sum of Rs. 7,00,000/- in cash from the Plaintiff to meet essential family expenses and to settle sundry debts. In consideration thereof, he agreed to pay interest at the rate of Rs. 1/- per

Rs. 100/- per month and further agreed to repay both the principal and interest whenever demanded by the Plaintiff; consequently, he executed and delivered a Promissory Note in the name of the Plaintiff. However, Mr. M. Karunakaran failed to repay the amount borrowed under the aforesaid Promissory Note. Although the Plaintiff made repeated demands both in person and through intermediaries Mr. M. Karunakaran kept delaying repayment by citing various reasons. Consequently, the Plaintiff issued a legal notice through his counsel on 01.08.2014. Mr. M. Karunakaran, despite being fully aware of its contents, refused to accept the notice sent to his residential address and returned it. However, he did accept the notice sent to his workplace the Tamil Nadu State Transport Corporation, Palani Branch on 04.08.2014. Yet, he neither furnished any reply nor remitted any payment. Even thereafter, as Mr. M. Karunakaran continued to delay repayment of the Promissory Note amount seeking extensions of time by making vague promises such as "today or tomorrow" the aforesaid Promissory Note eventually became time-barred. Moreover, neither Mr. M. Karunakaran nor the 4th Defendant has paid the principal and interest amounts specified in the mortgage and further mortgage deeds, accruing from 24.10.2013 onwards.

In this context, Mr. M. Karunakaran passed away on 05.01.2018. Consequently, since Defendants 1 to 3 in the original suit are the legal heirs of the deceased Mr. M. Karunakaran, they are legally obligated to repay the lawful debts incurred by him, together with accrued interest. Despite repeated demands by the Plaintiff, all the

Defendants have failed to remit the amount and have been delaying payment. Therefore, Defendants 1 to 3 together with 4th Defendant are legally bound to pay the Plaintiff the principal amounts and the corresponding interest specified in the mortgage deed and the deed of further mortgage. As the Defendants possess substantial assets and financial resources, they are ineligible to avail themselves of any benefits or concessions under debt relief Act. Based on the aforementioned mortgage deed dated 04.01.2013 (for a principal sum of Rs. 4,50,000/-) and the deed of further mortgage dated 24.10. 2013 (for a principal sum of Rs. 1,00,000/-), and calculating interest thereon at the rate of Rs. 1/- per Rs. 100/- per month commencing from 24.10.2013, the Defendants collectively owe the Plaintiff a total sum of Rs. 12,25,340/- as of 17.01.2024. Subsequently, on 26.10.2023, the Plaintiff, through his counsel, issued a legal notice to the Defendants via registered post. 4th Defendant received the said notice on 27.10.2023, while 1st Defendant received it on 04.11.2023. Since the 2nd and 3rd defendants, despite being at the correct address, deliberately evaded receiving the notices the notices, were returned with the remark "Addressee moved." None of the defendants responded, nor did they make any payment.

Furthermore, interest has been calculated for a period of 10 years, 2 months, and 24 days spanning from 24.10.2013 to 17.01.2024 accruing to Rs. 6,75,340/- on the principal amount of Rs. 5,50,000/-, which comprises the secured loan and the additional secured loan. Consequently, a total sum of Rs. 12,25,340/- inclusive of both principal and interest is payable to the Plaintiff. The Plaintiff has instituted this suit within the stipulated period of limitation. Since the Defendants are ineligible to claim any relief or concession under any debt relief Act. The Plaintiff has filed this suit to recover the suit amount along with the accrued interest thereon.

Averments made in the Written Statement filed by 1st to 3rd Defendants in brief is as follows:

3. This deponent is the 1st Defendant in this case. The 2nd and 3rd Defendants are 1st defendants son and daughter, respectively. This defendant filing this written Statement on behalf of 1st defendant as well as on behalf of the 2nd and 3rd Defendants. Most of the facts stated by the Plaintiff in the Plaint are false all of them are categorically denied by the Defendants. The burden of proving these facts in accordance with the law rests entirely upon the Plaintiff. The 4th Defendant and Karunakaran the husband of the 1st Defendant are brothers. Since the year 2002, Defendants 1 to 3 have been residing in Namakkal, living under extremely difficult circumstances and subsisting on daily wage labor. The Plaintiff has encroached upon and taken possession of the house owned by the 1st Defendant's husband, Karunakaran the property mentioned in the Plaint. The Plaintiff has let out that house on rent and continues to collect the rental income derived therefrom. Furthermore, for as long as the 1st Defendant's husband, Karunakaran, was alive, he continued to make interest payments. Even his ATM card remained in the custody of the Plaintiff. Moreover, the Plaintiff has brought under his control and is enjoying the benefits of the house where Karunakaran's mother resided a property also mentioned in the details provided in the Plaint. There are, in total, three small houses; their combined monthly rental income exceeds Rs. 15,000/-. For over the past 10 years, the Plaintiff has retained possession of these houses and has been appropriating the rental income generated by them. By completely concealing these material facts, the Plaintiff has instituted the present suit. As the 1st Defendant is a destitute woman she has been in a situation where she was unable to take immediate legal action to redress these grievances. Therefore, in light of the aforementioned facts and circumstances, the Defendants humbly pray that this Honorable Court dismiss the Plaintiff's suit.

Averments made in the Written Statement filed by 4th Defendant in brief is as follows:

4. The Plaintiff's claim is erroneous. It is untenable both in law and in equity. Specifically, save for the facts expressly admitted in this Written Statement, all other allegations set forth in the Plaintiff's Plaint are categorically denied. The burden of proving such allegations in accordance with the law rests entirely upon the Plaintiff. This Defendant admits that, as stated in the Plaintiff's Plaint, the 1st Defendant is the wife of Mr. M. Karunakaran, the 2nd and 3rd Defendants are his son and daughter respectively, and this Defendant (the 4th Defendant) is the brother of Mr. M. Karunakaran. It is true that on 04.01.2013, Mr. M. Karunakaran and this Defendant jointly executed and registered a Simple Mortgage Deed for a sum of Rs. 4,50,000/- and obtained a loan from the Plaintiff. However, the entirety of that sum was utilized solely to meet Mr. M. Karunakaran's family's essential expenses and to discharge sundry debts; this Defendant derived no personal benefit whatsoever from the said amount. Similarly, although a Further Mortgage Deed for a sum exceeding Rs. 1,00,000/- was executed and registered on 24.10.2013, the truth is that this amount, too, was utilized exclusively by Mr. M. Karunakaran. The interest amounts stipulated under the aforementioned Simple Mortgage and Further Mortgage Deeds have been paid up to 23.10.2013. Thereafter, no payments have been made, and the amounts remain outstanding. Furthermore, although Mr. M. Karunakaran informed this Defendant on 24.10.2013 that he had obtained a loan of Rs. 7,00,000/- from the Plaintiff, this Defendant had absolutely no direct knowledge of, or involvement in, that specific transaction. This Defendant is unaware of whether or not that amount was actually paid. Consequently, this Defendant bears no liability whatsoever in relation to the said Promissory Note. Following the demise of Mr. M. Karunakaran on 05.01.2018 only Defendants 1 to 3 being his legal heirs are legally obligated to repay the loan amounts obtained by him, along with the accrued interest thereon. This Defendant executed the Mortgage and Further Mortgage Deeds solely to provide collateral security for the loans obtained by Mr. M. Karunakaran. In truth, it is a fact well known to the Plaintiff that this Defendant neither received nor utilized any portion of the said loan amounts for his own personal expenses. Furthermore, Defendants 1 to 3 are currently enjoying the income derived from Mr. M. Karunakaran’s pension, retirement benefits, and other assets. Therefore, only Defendants 1 to 3 are liable to repay the principal amounts under the Mortgage and Further Mortgage Deeds claimed by the Plaintiff, together with the corresponding interest. This Defendant humbly submits that, having neither received nor utilized any portion of the funds for himself he is under no legal obligation to repay the amounts claimed by the Plaintiff. Accordingly, insofar as this Defendant (the 4th Defendant) is concerned, this Defendant most humbly prays that this Honorable Court be pleased to dismiss the Plaintiff's suit with special costs and render justice.

5. On the side of the Plaintiff, the plaintiff **Selvakumar** was examined as **PW1** and **Ex.A1 to Ex.A9** were marked. **Sasikumar** was examined as **PW2**. On the side of the Defendants, the 1st defendant **Poongodi** was examined as **DW1** and the 4th defendant **Lakshmanan** was examined as **DW2** and no document were marked.

6. The following ISSUES are framed for trial:

1. **பிராதில் கண்ட விபரப்படியான தொகை ரூ.12,25,340/–ஐ 24.10.2013 ம் தேதியிலிருந்து இத்தாவாவின் செலவுத் தொகையுடன் முழுவதும் வசூலாகும் தேதி வரை ஆண்டு ஒன்றுக்கு 12% வட்டியுடன் இந்நீதிமன்றம் நிர்ணயிக்கும் ஒரு காலகட்டத்திற்குள் பிரதிவாதிகள் வாதிக்கு செலுத்த வேண்டும் என்று பிரதிவாதிகளுக்கு எதிராக வாதி கோரும் முதல்நிலை தீர்ப்பாணை பரிகாரம் வாதிக்கு கிடைக்கத்தக்கதா?**
2. **இவ்வழக்கின் செலவுத்தொகையை வாதிக்கு, பிரதிவாதிகள்**

கொடுக்க கடமைப்பட்டவர்களா?

3. வாதிக்கு கிடைக்கத்தக்க வேறு பரிகாரங்கள் என்ன?

Issue No.1.

7. It is admitted by both parties that, as set forth in the plaint filed by the plaintiff, the 1st defendant in the original suit is the wife of Mr. M. Karunakaran (who executed the mortgage deed in favour of the plaintiff); the 2nd defendant in the original suit is the son of the said Mr. M. Karunakaran. The 3rd defendant in the original suit is the daughter of the said Mr. M. Karunakaran and the 4th defendant in the original suit is the brother of the said Mr. M. Karunakaran. In paragraph 4 of the Plaint filed by the Plaintiff herein, it is averred that on 04.01.2013 in the aforementioned Original Suit Mr. M. Karunakaran (the husband of the 1st Defendant and father of the 2nd and 3rd Defendants) and his brother (the 4th Defendant) jointly approached the Plaintiff. They offered the properties described in the plaint to which Mr. M. Karunakaran and his brother (the 4th Defendant) held title as security for a mortgage loan of Rs. 4,50,000/-. They represented that this loan was required to meet Mr. M. Karunakaran's family's essential expenses and to discharge sundry debts. Furthermore, they jointly received a cash sum of Rs. 4,50,000/- from the Plaintiff as a mortgage loan for the said purposes. They gave an undertaking that, regarding the said sum of Rs. 4,50,000/-, they would pay interest at the rate of Rs. 1.00 per Rs. 100/- per month; that they would pay the accrued interest for each month during that every month and that, commencing from the said date of 04.01.2013, they would repay the principal amount in installments over a period of three years, whereupon they would redeem the said mortgage deed and retrieve it. They further assured that, in the event of a default, the Plaintiff would be at liberty to recover the outstanding dues by proceeding against the mortgaged properties, as well as any other movable and immovable properties belonging to them, in accordance with the terms of the mortgage. Based on these representations, they executed and delivered a Mortgage Deed (Document No. 36/2013) at the Sub-Registrar Office, Battalgundu, valid for a tenure of three years. However, in the Written Statement filed on behalf of Defendants 1 to 3, no denial or objection whatsoever has been raised regarding the facts and circumstances averred above.

8. Furthermore, the 4th Defendant, in the written-statement filed on their behalf, has neither objected to nor denied the aforementioned fact. In support of the averments set forth in the plaint filed by the Plaintiff, the Plaintiff has submitted Ex.A1 a registered mortgage deed. In Paragraph 5 of the plaint filed by the Plaintiff, it is stated that with regard to the mortgage deed registered as Document No. 36/2013 at the Battalagundu Sub-Registrar Office while only the interest amount had been paid up to 23.10.2023, the principal amount of Rs. 4,50,000/- remained outstanding. Subsequently, on 24.10. 2013, Mr. M. Karunakaran and his sibling (the 4th Defendant) who jointly held title to the properties already offered as mortgage under Document No. 36/2013 once again offered these same properties as further Mortgage for an additional sum exceeding

Rs. 1,00,000/-. Acting jointly to meet their respective families' essential expenses, Mr. M. Karunakaran and the 4th Defendant obtained a further mortgage loan of Rs. 1,00,000/- in cash from the Plaintiff. They executed a further mortgage deed (Document No. 3924/2013 at the Battlagundu Sub-Registrar Office) with a repayment tenure of two years, providing an assurance that they would pay interest on this additional loan of Rs. 1,00,000/- at the rate of Rs. 1.00 per Rs. 100 per month, settle the accrued interest on a monthly basis, and redeem the further mortgage deed upon full repayment. Furthermore, they gave an undertaking that, in the event of default, the Plaintiff would be at liberty to recover the outstanding dues by proceeding against the mortgaged properties as well as any other movable and immovable assets owned by them in accordance with the established order of priority regarding the mortgage. The fact that both the original mortgage deed and the subsequent further mortgage deed remain valid and subsisting has been acknowledged and admitted in the written-statement filed on behalf of the 4th Defendant. In support of the facts stated by the aforementioned Plaintiff in the plaint, Ex.A1 a registered mortgage deed has been filed.

9. Paragraph 8 of the Plaint filed on behalf of the Plaintiff states that, since 24.10. 2013, Mr. M. Karunakaran and his brother the 4th Defendant have failed to pay the Plaintiff the principal amount, interest, and other dues stipulated in both the Mortgage Deed and the Further Mortgage Deed. It is further stated that, subsequently, on

05.01.2018, Mr. M. Karunakaran passed away, that Defendants 1 to 3 in the present suit are the legal heirs of the deceased Mr. M. Karunakaran and that Defendants 1 to 3 are legally obligated to repay the aforementioned lawful debts incurred by the deceased Mr. M. Karunakaran for family necessities and the settlement of sundry debts together with the accrued interest thereon. Furthermore, the Plaint asserts that none of the Defendants in the present suit have paid to the Plaintiff either the principal amount or the interest due under the Mortgage and Further Mortgage Deeds; and that Defendants 1 to 3, jointly with the 4th Defendant, are legally bound to pay to the Plaintiff, the principal amounts stipulated in the said Mortgage and Further Mortgage Deeds, together with the interest accrued thereon from 24.10.2013, up to the present date.

10. Furthermore, Paragraph 12 of the Plaint filed by the Plaintiff states that the principal amount of the aforementioned loan, the additional principal amount, interest, and other related dues have not been repaid to the Plaintiff. In support of the averments set forth in the said Plaint, the following documents have been marked on behalf of the Plaintiff: a Lawyer's Notice dated 01.08.2014, sent to Karunakaran (the husband of the 1st Defendant), as Ex. A3 the Postal Acknowledgment Card evidencing receipt of the said Lawyer's Notice by the 1st Defendant's husband, as Ex.A4 a Lawyer's Notice dated 25.10.2023, sent by the Plaintiff in this suit through his counsel to Defendants 1 to 4, as Ex.A6. The Postal Acknowledgment Card evidencing receipt of the said Notice (Ex. A.6) by the 1st Defendant, as Ex. A.7; the returned postal covers containing the said

Notice, which were unreceived by Defendants 2 and 3, as Ex. A.8; and a Computerized Postal Tracking Consignment Copy evidencing the service of the Lawyer's Notice sent to the 4th Defendant, as Ex. A9. At this preliminary stage of the proceedings, the burden of proving the suit filed by the Plaintiff rests upon the Plaintiff himself. To substantiate the averments made in the Plaint, the Plaintiff has been examined as P.W.1, and Sasikumarwho affixed his signature as a witness on the documents marked as Ex. A1 and Ex.A2 has been examined as P.W.2.

11. In his cross-examination on behalf of Defendants 1 to 3, P.W.1 deposed that he knows Defendants 1 to 3. He stated that Defendants 1 to 3 are aware of the details regarding the money we had advanced and the registration of the mortgage deed. When asked whether Defendants 1 to 3 affixed their signatures as witnesses on the mortgage deed, he replied in the negative; only the 4th Defendant, Lakshmanan, signed as a witness. He further stated that since the suit property belonged to Lakshmanan, he obtained signatures on the mortgage deed from the two individuals to whom the money was advanced. He affirmed that it is correct to state that, as Karunakaran has passed away, his legal heirs Defendants 1 to 3 have been impleaded as parties to this suit. Furthermore, in his cross-examination that, he denied the suggestion that when Defendant 1 to 3 gained a vague awareness of the financial transaction involving the money advanced to Karunakaran and approached him for an explanation, but he failed to provide them with a proper response. P.W.2 (Sasikumar), who signed as a witness on

Ex. A1 and Ex.A2, deposed during his cross-examination on behalf of Defendants 1 to 3 that he personally witnessed the disbursement of the money at the time, he affixed his signature as a witness. Based on the aforementioned documents (Ex.A1 to Ex.A9) and the evidences of the witnesses P.W.1 and P.W.2, this Court holds that the Plaintiff has successfully proved the averments set forth in the plaint.

12. Furthermore, in his evidence, the Plaintiff has specifically denied the details set forth in Paragraph 4 of the written statement filed on behalf of the 1st Defendant. Additionally, the Plaintiff has also denied, in his evidence, the averments contained in Paragraph 5 of the said written statement filed by the 1st Defendant. The 1st Defendant has not produced before the Court any independent witnesses or documents to substantiate the averments contained in the written statement filed on their behalf.

13. In paragraph 3 of the written-statement filed on behalf of the 4th Defendant, this Defendant admits as true the fact that the 1st Defendant is the wife of M. Karunakaran (who executed the mortgage deed in favour of the Plaintiff), the 2nd Defendant is the son of M. Karunakaran, the 3rd Defendant is the daughter of M. Karunakaran, and the 4th Defendant (this Defendant) is the brother of M. Karunakaran. Furthermore, this Defendant admits that on 04.01.2013, M. Karunakaran the husband of the 1st Defendant and father of the 2nd and 3rd Defendants and this Defendant (the 4th Defendant), being the brother of M. Karunakaran, jointly mortgaged the suit properties (to which both M. Karunakaran and this Defendant held title) for a sum of Rs. 4,50,000/-. They jointly received this cash sum of Rs. 4,50,000/- from the Plaintiff as a mortgage loan to meet M. Karunakaran's family's essential expenses and to discharge sundry debts. However, the truth is that M. Karunakaran retained the said sum of Rs. 4,50,000/- entirely for his own family's essential expenses and for the discharge of sundry debts. It was agreed that interest on the said sum of Rs. 4,50,000/- would accrue at the rate of Rs. 1.00 per Rs. 100.00 per month, and that the accrued interest for each month would be paid during that respective month; furthermore, it was agreed that the principal amount would be repaid in three annual installments commencing from 04.01.2013, and upon such repayment of the principal along with the interest, the said mortgage deed would be redeemed and retrieved. It is hereby stated that, having given an undertaking to repay the debt and further assuring that, in the event of default, the amount may be recovered by proceeding against the mortgaged properties specified in the deed, as well as other movable and immovable properties, in accordance with the order of priority of the mortgage lien they have executed and registered a mortgage deed (Document No. 36/2013) at the Battalagundu Sub-Registrar Office, stipulating a repayment tenure of three years.

14. Furthermore, in Paragraph 5 of the written-statement filed by the 4th Defendant, it is averred that M. Karunakaran and the 4th Defendant (the present Defendant) jointly paid only the interest amount due on the aforementioned mortgage deed (Document No. 36/2013 of the Battalagundu Sub-Registrar Office) up to 23.10.2013. It is further stated that, over and above the said payment, the principal mortgage amount of Rs. 4,50,000/- remained outstanding and payable to the Plaintiff. Consequently, on 24.10. 2013, M. Karunakaran and the present Defendant acting jointly to meet the essential needs of both their families mortgaged the suit properties (which were already pledged as security under the aforementioned Document No. 36/2013 of the Battalagundu Sub-Registrar Office and to which both M. Karunakaran and the present Defendant held title) as further security for an additional sum exceeding Rs. 1,00,000/-. It is stated that the defendants received a cash sum of Rs. 1,00,000/- from the plaintiff as a further mortgage loan to meet their expenses; however, the truth is that the said sum of Rs. 1,00,000/- was retained by M. Karunakaran solely to cover his family's essential needs. In consideration thereof, they executed and registered a further mortgage deed bearing Document No. 3924/2013 at the Battalagundu Sub-Registrar Office for a tenure of two years. Through this deed, they gave an undertaking to pay interest on the said further mortgage loan of Rs. 1,00,000/- at the rate of Re. 1/- per Rs. 100/- per month; they further agreed to pay the accrued interest on a monthly basis and to redeem the further mortgage deed upon full settlement. Furthermore, they stipulated that in the event of default, the plaintiff would be entitled to recover the outstanding dues by proceeding against the mortgaged properties specified in the plaint, as well as other movable and immovable properties belonging to the defendants, in accordance with the order of priority established by the mortgage. It is further submitted that both the original mortgage deed and the said further mortgage deed remain outstanding and uncancelled, with none of the principal loan amounts or accrued interest amounts specified therein having been repaid.

15. Furthermore, in Paragraph 7 of the written-statement filed by the 4th Defendant, it is averred that, effective from 24.10.2013, M. Karunakaran and this Defendant failed to pay the principal amounts, interest, and other dues stipulated in both the Mortgage Deed and the further Mortgage Deed. It is further stated that M. Karunakaran passed away on 05.01.2018, and that Defendants 1 to 3 in the suit are the legal heirs of the deceased M. Karunakaran. Consequently, it is contended that only Defendants 1 to 3 are legally obligated to repay the mortgage and further Mortgage amounts obtained by the deceased M. Karunakaran for his family's essential expenses and to discharge sundry debts along with the accrued interest thereon. It is further submitted that, although the Plaintiff repeatedly demanded both in person and through intermediaries that Defendants 1 to 3 and this Defendant pay the principal amounts and interest accrued since 24.10.2013, under the aforementioned Mortgage and further Mortgage Deeds, this Defendant is not liable this is because, this Defendant merely executed the Mortgage and further Mortgage Deeds as security for the loan obtained by the said Karunakaran, did not personally receive any portion of the loan amount, and the entire loan amount was received solely by the said Karunakaran. Therefore, it is asserted that Defendants 1 to 3 are obligated to effect repayment, yet they have been delaying the process without making any payment; specifically, Defendants 1 to 3 have failed to pay either the principal amounts or the interest accrued under the Mortgage and Further Mortgage Deeds, and that only the said Defendants 1 to 3 are liable to pay the principal amounts stipulated in the said Mortgage and further Mortgage Deeds. It has been averred that the Defendants are legally obligated to make the payment, inclusive of the interest accrued thereon from 24.10.2013, up to the present date that the Defendants 1 to 3 possess substantial assets and income; and that Defendants 1 to 3 are the sole beneficiaries enjoying the pension, retirement benefits, and income derived from the other assets of the said Karunakaran.

16. In her cross-examination, of DW1 deposed that the signature on the document Ex.A7 is mine. If it is said that the plaintiff Selvam sent the notice through his lawyer and it is correct that I received that notice. She has admitted and stated that it is correct if I denied the facts mentioned in the notice and did not send a reply notice to the plaintiff. Through the above evidence given by DW1, the plaintiff sent the notice Ex.A6 referring to the facts found in the suit. In this suit, while all the facts regarding the documents Ex.A1 and ExA2 have come to the knowledge of the 1st defendant, no reply notice has been sent by the 1st defendant denying the above facts. In this suit, the documents Ex.A1 and ExA2 have been issued by the 4th defendant, along with the 1st defendant's husband Karunakaran, his brother. The 4th defendant has been examined as DW.2 in this suit.

When DW2 was cross-examined by the plaintiff, he deposed in his cross-examination that,

> **"என்னுடைய அண்ணன் கருணாகரன் தமிழ்நாடு அரசு போக்குவரத்து கழகம் வேடசந்தூர் கிளையில் நடத்துனராக பணிபுரிந்தார். இந்த வழக்கில் 1 பிரதிவாதி பூங்கொடி எனது அண்ணன் மனைவி, 2,3 பிரதிவாதிகள் என்னுடைய அண்ணனின் பிள்ளைகள் என்றால் சரிதான். என்னுடைய அண்ணன் வேலை பார்த்து அதில் வந்த வருமானத்தை கொண்டு அவருடைய மனைவி மக்களை பராமரித்து வந்தார் என்றால் சரிதான். அந்த வகையில் என் அண்ணன் கருணாகரனுக்கு குடும்ப அத்தியாவசிய செலவும் மற்றும் சில்லரை கடன்களும் ஏற்பட்டது என்றால் சரிதான். என்னுடைய அண்ணன் எழுதிக்கொடுத்த ஈடுகடன் சொத்து எனக்கும் எனது அண்ணனுக்கும் பூர்விகமான பாத்திய பட்ட சொத்துதாகும். ஈடுகடன் சொத்தை பொறுத்தை பாகபிரிவினை எதுவும் செய்ய வில்லை என்றால் சரிதான் வா.சா.ஆ 1 ஆவணத்தில் உள்ள முதலாவது கையொப்பம் என் அண்ணனின் கையொப்பம் ஆகும். இரண்டாவது கையொப்பம் என்னுடைய கையொப்பம் ஆகும். வா.சா.ஆ 1 ஆவணம் எனது சகோதரரும் நானும் செல்வக்குமாரிடம் ரூ.4,50,000 கடன் பெற்றுக்கொண்டு எழுதிக்கொடுத்த என்றால் சரிதான். வா.சா.ஆ.1 ஈடுகடன் பத்திரம் ஆவணத்தில் உள்ள சரத்துக்களின் படி எங்களில் 1 வது நபரின் (கருணாகரன்) குடும்ப அத்தியாவசிய செலவுக்காகவும் சில்லரை கடன் தீர்ப்பதற்காகவும் நாளது தேதியில் நாங்கள் ரொக்கம் பெற்றுக் கொண்டது என்று கூறப்பட்டுள்ளது என்றால் சரிதான். வா.சா.ஆ 1 ஈடுகடன் பத்திரத்தின் படி நாங்கள் வாதியிடம் பெற்றுக்கொண்ட ரூ.4,50,000/- தொகையை நாங்கள் இருவரும் பிரித்துக்கொண்டோமா என்றால் இல்லை கருணாகரனே தொகை முழுவதும் வைத்துக்கொண்டார். வாதி செல்வக்குமாரும் நானும்**

நெருங்கிய உறவினர் என்றால் சரிதான். அதன்அடிப்படையில் மேலும் ரூ.1 லட்சத்திற்கு வா.சா.ஆ 2 மேல் ஈடுகடன்பத்திரம் வாதிக்கு எழுதிக்கொடுத்தோம் என்றால் சரிதான். வா.சா.ஆ. 2 ஆவணத்தில் கண்ட ரூ.1 லட்சம் பெற்றுக்கொண்டு தொகையை அந்த வைத்துக்கொண்டார். வாதியிடம் தொகை வா.சா.ஆ 1,2 இருந்து முழுவதும் நாங்கள் கருணாகரனே ஆவணத்தில் கண்ட ஈடுகடன் தொகைகளை வாதி என்னிடமும் கருணாகரனிடமும் கேட்டார். நானும் கருணாகரனும் வா.சா.ஆ.1,2 தொகைகளை வழக்கு ஆவணங்களில் தாக்கல் செய்யும் கண்ட காலம் அசல் வரை வட்டி வாதிக்கு கொடுக்கவில்லை என்றால் சரிதான். எனது சகோதரர் கருணாகரன் இறந்து விட்டார் என்றால் சரிதான். அவர் இறந்த பின்பு 1 முதல் 3 பிரதிவாதிகளிடமும் என்னிடமும் வா.சா.ஆ.1,2 ஆவணங்களில் கண்ட அசல் வட்டி தொகைகளை செலுத்த வேண்டும் என்றால் சரிதான். நானும் 1 முதல் 3 பிரதிவாதிகளும் வா.சா.ஆ.1,2 ஆவணங்களில் கண்ட அசல் வட்டி தொகைகளை செலுத்தாததால் வாதி வழக்கறிஞர் மூலம் அறிவிப்பு அனுப்பினார் என்றால் சரிதான். இந்த வழக்கறிஞர் அறிவிப்பை பெற்றுக்கொண்டு நானும் 1 முதல் 3 பிரதிவாதிகளும் அசல் வட்டி தொகைகளை செலுத்தி விடுவதாகவும் சிறிது கால அவகாசம் வேண்டும் என்றும் வாதிகளிடம் கேட்டோம் என்றால் சரிதான். வா.சா.ஆ.1,2 ஆவணங்களின் படி கடன் தொகைகள் வாங்கிய விபரம் 1 முதல் 3 பிரதிவாதிகளுக்கு தெரியும் என்றால் சரிதான். 2 ஆம் பிரதிவாதிக்கு திருமணம் ஆகவில்லை. 3 ஆம் பிரதிவாதிக்கும் திருமணம் ஆகவில்லை. எனது சகோதரரின் குடும்ப ஓய்வூதியம் மற்றும் ஓய்வூதிய பணபலன்கள் ஆகியவற்றை 1 முதல் 3 பிரதிவாதிகள் தான் அனுபவிக்கின்றார்கள் என்றால் சரிதான். 1 முதல் 3 பிரதிவாதிகளுக்கு வா.சா.ஆ.1,2 ஆவணங்களில் கண்ட அசல் வட்டி தொகைகளை வாதிக்கு திரும்ப செலுத்திபோக போதிய வாய்ப்பு வசதி

உள்ளது என்றால் சரிதான். ஈடுகடன் பத்திரங்களில் கண்ட தொகைகளை செலுத்த போவதில்லை என்றும் சொத்து மட்டுமே வேண்டும் என்றும் கூறி மோசடி செயலில் ஈடுபடுகிறார்கள் என்றால் சரிதான். வா.சா.ஆ.1,2 ஆவணங்களில் கண்ட தொகையை இருவரும் சேர்ந்து பெற்றுக்கொண்டதால், இருவரின் பாக சொத்துக்களில் இருந்து கடனை அடைக்க கடமைப்பட்டுள்ளோம் என்றால் சரிதான். நான் கடன் வாங்கவில்லை என்று சொல்லி உள்ள நிலையில் எதற்காக ஈடுகடன் பத்திரம் எழுதிக்கொடுத்தேன் என்றால் எனது அண்ணன் வேலை போய்விடும் என்று சொன்னதால் எழுதிக்கொடுத்தேன்...."

17. Further, when DW2 was cross-examined on behalf of the 1st to 3rd defendants, he stated in his cross-examination that

".......நான் தாக்கல் செய்துள்ள நிருபண வாக்குமூலத்தில் 04.01.2013 ஆம் தேதி நானும் எனது சகோதரரும் வாதியிடம் ரூ.4,50,000/- கடன் பெற்று கொண்டு அந்த கடனுக்காக சொத்தை பொறுத்து ஈடுகடன் பத்திரம் எழுதி கொடுத்துள்ளோம் என்று சொல்லியுள்ளேன் என்றால் சரிதான். அந்த ஈடுகடனிற்கு 23.10.2013 ஆம் தேதி வரை நானும் எனது சகோதரரும் சேர்ந்து வாதிக்கு வட்டி செலுத்தி விட்டதாக நிருபண வாக்குமூலத்தில் சொல்லியுள்ளேன் என்றால் சரிதான். 24.10.2013 ஆம் தேதி மீண்டும் வாதியிடம் 1 லட்ச ரூபாய் கடன் பெற்றுக்கொண்டு அதற்கு ஆதரவாக மேல் ஈடு கடன் பத்திரம் வாதிக்கு எழுதி கொடுத்ததாக நிருபண வாக்குமூலத்தில் சொல்லியுள்ளேன் என்றால் சரிதான். ரூ.4,50,000/- மும் 1

லட்சத்தையும் என் சகோதரரே வைத்து கொண்டார் என்று நான் சொல்கிறேன். பணத்தை என் சகோதரரிடமே முழுமையாக கொடுத்துவிட்டதாக சொல்லியுள்ளதற்கு ஆதரவாக என் சகோதரரிடம் இருந்து ஏதேனும் எழுதி வாங்கி அந்த ஆவணத்தை நீதிமன்றத்தில் தாக்கல் செய்துள்ளேனா என்றால் இல்லை. வாதி என் சகோதரருக்கு மட்டும் கடன் கொடுத்திருந்தால் அவரிடம் மட்டுமே எழுதி வாங்கி இருப்பார் என்றும் நானும் சேர்ந்து கடன் பெற்றதால் தான் நானும் என் சகோதரரும் சேர்ந்து ஈடுகடன் பத்திரம் வாதிக்கு எழுதி கொடுத்துள்ளோம் என்று சொன்னால் சரியல்ல. அதனால் தான் 23.10.2013 ஆம் தேதி வரை வாதிக்கு நானும் எனது சகோதரரும் சேர்ந்து வட்டி செலுத்தியதாக சொல்லியுள்ளேன் என்றால் நான் வட்டி செலுத்தவில்லை. ...."

In his cross-examination evidence conducted on behalf of both the Plaintiff and Defendants 1 to 3. D.W.2 stated in a manner that effectively admitted to the facts set forth in the Plaintiff's plaint. Furthermore, Ex.A1 and Ex.A.2 constitute mortgage deed bearing the signature of the Plaintiff. Given that the Defendants failed to substantiate their assertions specifically, that they had repaid the principal and interest amounts stipulated in the aforementioned registered mortgage deeds (Ex.A1 and A2), or alternatively, that the Plaintiff had taken possession of the house belonging to Defendants 1 to 3 and collected rental income therefrom in lieu of interest payments.This Court holds that the relief sought by the Plaintiff in this suit is indeed grantable. Therefore, based on the foregoing analysis, this Court answers Issue No. 1 by holding that Defendants 1 to 4 are jointly and severally liable to pay the sum of Rs. 12,25,340/- (as detailed in the plaint) and interest on the principal amount of Rs. 5,50,000/- at the rate of 9% per annum from the date of the plaint until the date of the decree and further interest at the rate of 6% per annum from the date of the decree until the date of realization of the full amount.

Issue No.2

18. Issue No. 1 having been answered in favour of the Plaintiff, this Court answered Issue No. 2 by holding that the costs of this suit are recoverable by the Plaintiff from these Defendants.

Issue No.3

19. In light of Issues 1 and 2 having been answered in favour of the Plaintiff, and having holds that no other relief is available to the Plaintiff, this Court answered to Issue No.3 accordingly.

In the result, the plaintiff's suit is dismissed without costs.

Dictated by me, directly typed Stenographer into computer, corrected and pronounced be in the in the open Court, this the **01st day of June, 2026**.

SANKAR Digitally signed by SANKAR Date: 2026.06.01 12:10:11 +0530

Additional District and Sessions Judge,
Periyakulam.

List of Plaintiff side Witnesses:

P.W.1.	-	Selvakumar
P.W.2.	-	Sasikumar

List of Plaintiff side Documents:

Ex.A.1.	04.01.2013	A Registered Mortgage Deed executed jointly by M. Karunakaran and M.Lakshmanan in favour of the Plaintiff, for a sum of Rs. 4,50,000/-, repayable over a period of 3 years.	Original
Ex.A.2.	24.10.2013	A Registered Mortgage Deed executed jointly by M. Karunakaran and M. Lakshmanan in favour of the Plaintiff, for a sum of Rs. 1,00,000/-, repayable over a period of 2 years.	Original
Ex.A.3.	01.08.2014	Registered post notice sent by the Plaintiff to M. Karunakaran through his counsel.	Office Copy
Ex.A.4.	04.08.2014	The acknowledgment card confirming	Original

		receipt of the legal notice sent by the plaintiff's counsel to the TNSTC Palani Branch, received by Mr. M. Karunakaran.	
Ex.A.5.	04.08.2014	A postal cover returned with the endorsement "Unclaimed," as Mr. M. Karunakaran refused to accept the legal notice sent to his residence by the plaintiff's counsel.	Original
Ex.A.6.	25.10.2023, 26.10.2023	Item No. 4: The office copy of the registered postal notice dated 25.10.2023, sent by the Plaintiff through his counsel to Defendants 1 to 4, along with the postal receipts.	Original
Ex.A.7.	04.11.2023	Acknowledgement card confirming receipt by the 1st Defendant of the notice sent by the Plaintiff.	Original
Ex.A.8.	04.11.2023	Postal covers (No. 2) returned with the endorsement "Addresses Moved," sent to the residences of the 2nd and 3rd defendants by the counsel for the plaintiff.	Original
Ex.A.9.	27.10.2023	Consignment tracking details for M. Lakshmanan (RT681933647IN), downloaded via computer, as the acknowledgment card from the 4th Defendant was not received.	Computer Copy

List of Defendants side Witnesses:

D.W.1.	-	Poongodi
D.W.2.	-	Lakshmanan

List of Defendants side Documents: -Nil-

SANKAR Digitally signed by SANKAR Date: 2026.06.01 12:10:23 +0530

Additional District and Sessions Judge,
Periyakulam.

Additional District &
Sessions Court,
Periyakulam, Theni
District.
OS.No.52/2024
Fair/Draft :Judgment.
Dated :01.06.2026.