



IN THE COURT OF DISTRICT MUNSIF, AUNDIPATTI.

PRESENT: Thiru. E. Suganthan, B.A., L.L.M.,

District Munsif, Aundipatti.

Monday, the 25th day of August 2025

OS. No: 15 / 2025

CNR. NO:TNTH14-000007-2025

Selvakumar

...Plaintiff

..Vs..

Eswari @ Rajeswari

...Defendant

This Suit came up on 07.08.2025 before this court for final hearing in the presence of Mr. S. Muthuselvam, Advocate for the Plaintiff and Defendant remained exparte till this date. Upon hearing the arguments on plaintiff side and having stood over till this day for my consideration, this court delivers the following...

JUDGEMENT

The suit is filed for the recovery of sum of Rs.58,110/- together with an interest at the rate of 12% per annum on the principal amount of Rs.45,000/- from the date of plaint to till the date of payment by the Defendant.



1. The case of the Plaintiff:

The Case of the Plaintiff is that the Defendant approached the Plaintiff for availing hand loan for a sum of Rs. 50,000/- for her personal and family needs. On considering the request of the Defendant, the plaintiff lend a sum of Rs.45,000/- on 29.05.2022 in the presence of witnesses. The Defendant agreed to repay the same along with at the interest at the rate of 12% per annum. The Defendant also executed a Promissory note dated 29.05.2022 in favour of the Plaintiff. Thereafter, the Defendants defaulted in repayment of the loan amount and hence the plaintiff sent a legal notice dated 11.09.2024 to the Defendant. Even after receiving the said notice, the defendant neither send a reply notice nor repaid the loan amount. As on 03.11.2024, the Defendant is liable to pay a sum of Rs. 58,110/- (Rupees Fifty Eight Thousand One Hundred and Ten only). This suit is not barred by limitation. Hence, this suit is filed for the recovery of above amount from the defendant.

2. After taking the suit on file, the court had ordered summons to the Defendant. Such summons were served on the Defendant. Defendant called in open court and she was marked absent and set exparte on 10.03.2025. She remained exparte throughout the proceedings.

3. Now the point for consideration is whether the plaintiff is entitled to recover the suit amount as prayed for?



4. To prove the case of the Plaintiff, the Plaintiff himself was examined as PW1 on proof affidavit and Ex. A1 to A4 marked.

Ex. A1 is the promissory note executed by the Defendant in favour of Plaintiff.

Ex. A2 is the legal notice sent to the Defendant.

Ex. A3 is the postal Acknowledgement Card.

Ex. A4 is the Aadhar Card of the Plaintiff.

5. Learned Counsel for the Plaintiff while reiterating the averments in the plaint had prayed this court to decree this suit as prayed for.

6. This court perused the records. This court considered the submissions of the learned counsel:

7. On perusal of Ex. A1, it is seen that Defendant executed a Promissory note dated 29.05.2022 in favour of the Plaintiff herein. In the said document, the Defendant had borrowed the sum of Rs.45,000/- from the Plaintiff and agreed to repay the said amount along with interest at the rate of 12% per annum. However, after receiving the said amount, the Defendant defaulted the payment of the said loan amount even though the Plaintiff had requested her several times.

8. Hence, the Plaintiff sent a legal notice dated 11.09.2024 (Ex.A2) requesting her to repay the said amount along with interest, within 15 days from the date of receipt of the said notice. The Defendant had received the said notice which is



evident from Ex. A3, Postal Acknowledgement card. Further, The Plaintiff lend the money to the Defendant on 29.05.2022 which is evident from Ex.A1 and the suit was filed on 10.01.2025. Hence, the suit is not barred by limitation. The defendant has not come forward to contest the suit before this court. Hence, an adverse inference has to be drawn against her. The evidence of PW1 remains unrebutted by the defendant. This court is satisfied with the Plaintiff's case. Hence, this court is inclined to grant the suit relief to the plaintiff.

9. Considering the entire facts and circumstances of the case and the nature of evidence adduced by PW1 coupled with Ex. A1 to A4, this court is satisfied that the plaintiff claim is proved and the defendants are liable to pay the claim amount to the plaintiff.

In the result, the suit is decreed and the Defendant is directed to pay a sum of Rs. 58,110/- (Rupees Fifty Eight Thousand One Hundred and Ten Only) to the plaintiff within a period of 2 months from the date of this Judgement. The Defendant is also liable to pay interest at the rate of 9% per annum on the principal amount of Rs. 45,000/- from date of plaint (i.e. 10.01.2025) to the date of decree and thereafter at the rate of 6% per annum from the date of decree till date of Realisation. The Plaintiff is also entitled to the cost of the suit, from the Defendant.



Dictated to the Steno-Typist and typed by her directly in computer, printed, corrected and pronounced by me on 25th Day of August 2025.

**District Munsif,
Aundipatti.**

List of Plaintiff side Witness:

1.	PW1	Selvakumar
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List of Plaintiff side Documents:

1.	Ex.A1	29.05.2022	Promissory note	Original
2.	Ex.A2	11.09.2024	Legal notice sent to the Defendant	Original
3.	Ex.A3	...	Postal acknowledgment card	Original
4.	Ex.A4	...	Aadhar Card of the Plaintiff	Photocopy

List of Defendant side no Witnesses and no documents:

**District Munsif,
Aundipatti.**



**District Munsif Court,
Aundipatti.
OS. No: 15/2025
Judgment
Fair/Draft
Date: 25.08.2025**