



**IN THE COURT OF ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR**

**Present: Tmt. S. Uma Maheswari, B.A., L.L.M.,
Additional Subordinate Judge,
Tiruppur.**

Wednesday, this 22nd day of July – 2026

**O.S No: 298-2025
CNR No: TNTI04-000765-2025**

Sinivasan, S/o.subramani

..... Plaintiff

//Versus//

Sampathkumar, S/o. Duraisamy

..... Defendant

This suit is coming on hearing before me on 17.07.2026 in the presence of Thiru. A. Karthikeyan, B.A., B.L., Advocate for the plaintiff, the defendant called absent, and set exparte and upon perusing the material case records and upon perusing plaintiff side evidence and documents and having stood for consideration till this date this court delivered the following.

JUDGMENT

The plaintiff has been filed the suit for recovery of money directing the defendant to pay a sum of Rs.7,21,970/- being the mortgage loan amount together with interest , till the date of realization and cost of the suit.



1. **Brief case of the Plaintiff:**

The plaintiff and the defendant were well acquainted. On 09.11.2023, the defendant borrowed a sum of Rs.5,00,000/- from the plaintiff through Cheque bearing No.10136733 in Federal Bank Ltd., Avinashi Branch, for urgent family expenses and business development, agreeing to pay interest at 2% per month. On the same day, the defendant executed a registered Mortgage Deed (Document No. 6016/2023) before the Sub-Registrar Office, Kunnathur, by mortgaging the property covered under Sale Deed dated 30.06.2022 (Document No. 4009/2022) and deposited the original sale deed with the plaintiff as security. The defendant agreed to repay the principal amount with interest within 11 months from the date of mortgage. Despite the expiry of the mortgage period and repeated demands made by the plaintiff, the defendant failed to repay either the principal or the interest. Hence, the plaintiff issued a legal notice dated 22.07.2025, which was received by the defendant on 23.07.2025 and 24.07.2025. As the defendant neither replied to the notice nor discharged the debt, the plaintiff has filed the present mortgage suit seeking recovery of the mortgage loan together with interest and costs of the suit.

2. The defendant has been received the suit summon, but not appeared before the court and defendant set exparte on 18.11.2025.



3. On the side of plaintiff, the plaintiff was examined as PW-1, and attestor of mortgage deed was examined as PW-2 and Ex.A1 to Ex.A6 were marked.

4. Plaintiff, evidence of plaintiff side and documents perused. The plaintiff try to prove his case through evidence of PW-1, PW-2 and Ex.A1 to Ex.A6. Ex.A1 was Registered Mortgage Deed executed by the defendant in favour of the plaintiff dated 09.11.2023, Ex.A2 was Sale Deed in the name of the defendant dated 30.06.2022 Ex.A3 was Legal notice issued by the Plaintiffs counsel to the defendant along with 2 postal receipts dated 22.07.2025. Ex.A4 was Tracking reports dated 23.07.2025, Ex.A5 was Two Postal Acknowledgment Cards dated 24.05.2025, Ex.A6 was Plaintiffs Aadhar Card. The plaintiff side the learned counsel argued that the plaintiff confirming and proved the plaintiff averments in the chief examination of PW1 and PW2.

5.1) In the matter, the plaintiff was examined as Pw1 and perusal of Ex.A1 to Ex.A6. Ex.A1, the registered Mortgage deed dated 09.11.2023, proves that the defendant borrowed a sum of Rs.5,00,000/- from the plaintiff by creating a mortgage over the suit property. Ex.A2, the original sale deed establishes the defendants title to the mortgage property. Ex.A3 to Ex.A5 disclose that the plaintiff issued a legal notice on 22.07.2025 which was duly served by the defendant on 23.07.2025 and 24.07.2025, but the defendant neither sent any reply nor discharged the mortgage debt.



5.2) In the circumstances, the defendant, though served with summons, remained absent and was set exparte. There is no reason to disbelieve the uncontroverted evidence of the plaintiff. The plaintiff has satisfactorily proved the mortgage loan transaction, the execution of the registered mortgage deed, the defendant default in repayment, and the amount due.

FINDINGS:-

1.	In the result, the suit is decreed.
2.	The plaintiff is entitled for recovery of money for a sum of Rs.7,21,970/- (Rupees Four Lakhs Five Thousand Four Hundread and Thirty Five only) with interest at the rate of 9% per annum from the date of plaint till the date of Decree along with subsequent interest at the rate of 6% per annum from the date of Decree to till the date of realisation for the principal amount of Rs.3,00,000/- from the defendant. Time for payment is 1 month.
3.	The defendant shall bear the suit costs of plaintiff.

Directly dictated to Steno-Typist and directly typed by her and corrected and pronounced by me in the Open court on this 22th day of July – 2026.

**ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.**

**Annexure:****1. Plaintiff's side witness :-**

PW1 - Sinivasan
 PW2 - Velliangiri

2. Plaintiffs Exhibits :-

Ex.A1	09.11.2023	Registered Mortgage Deed executed by the defendant in favour of the plaintiff	Original
Ex.A2	30.06.2022	Sale Deed in the name of the defendant	Original
Ex.A3	22.07.2025	Legal notice issued by the Plaintiffs counsel to the defendant along with 2 postal receipts	Office Copy
Ex.A4	23.07.2025, 23.04.2025	Tracking reports	Online Copy
Ex.A5	24.05.2025	Two Postal Acknowledgment Cards	Original
Ex.A6		Plaintiffs Aadhar Card.	Xerox copy

3. Defendant side Witness :- Nil

4. Defendant Exhibits :- Nil

**ADDITIONAL SUBORDINATE JUDGE,
TIRUPPUR.**

TNTI040007652025



**Fair/Draft Judgment in
O.S. No. 298/2025
Dated : 22.07.2026
ASJ Court, Tiruppur.**
