



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

**Present:-** Thiru. S.Ramachandran, B.L.,  
**(JO. Code : TN01716)**  
Principal Subordinate Judge,  
Tiruppur.

**Thursday the 12<sup>th</sup> day of September 2024**

**2055 Thiruvalluvar Aandu Kurothi Varudam Aavani Thingal 27<sup>th</sup> day**

**O.S. No.17/2024**

**(TNTI040020892023)**

A.Vinoth

... Plaintiff

// vs //

P.Pichaimuthu

... Defendant

This suit is coming on 06.09.2024 for final hearing before this court in the presence of Mr.K.Kanagasabai, Advocate for the Plaintiff and the Defendant remained exparte, upon hearing plaintiff side argument, and all connected material records and having stood over till this day, for consideration, this court delivered the following:

**JUDGMENT**

Suit is for recovery of money, Directing the defendant to pay a sum of Rs.1,92,600/- to the plaintiff along with interest at the rate of 18% from the date of suit till the date of realization and to pay the cost of the suit.

**2. THE BRIEF AVERMENTS IN THE PLAINT READ AS FOLLOWS:**

2.1 The plaintiff's wife was working as a tailor in the defendant's banyan company namely Shree Ritham Garments. When the defendant required money to give salary to his workers, he asked the employees if any one know those who give money for interest, the Plaintiff's wife



introduced her husband, to the defendant. On that basis, the defendant is well known person to the plaintiff for past several years and on that account the defendant gained the faith and confidence of the plaintiff. On that basis, the defendant used to borrow money from the plaintiff for his urgent need and returned the same in time.

2.2 From 23-07-2022 to 27-09-2022 on various dates the defendant received loan amount of Rs.2,88,000-00 through Gpay and by cash from the plaintiff agreeing to repay the same with interest @ Rs.2/- per Rs.100/- per month. The defendant on various dates from 02-08-2022 to 17-09-2022 returned the part loan amount of Rs.1,38,000/-. But, the defendant failed to settle the balance loan amount of Rs. 1,50,000-00 and interest thereon from the date 27-09- 2022.

2.3 In spite of repeated demands made by the plaintiff, the defendant is evading payment on one pretext or other Thereafter the defendant neither settled the principle amount nor interest amount. Finally on 09-08-2023 the plaintiff issued a legal notice to the defendant. The said legal notice was returned with the postal remark " LEFT WITHOUT INSTRUCTION". The plaintiff again on 17-08-2023 issued a legal notice to the defendant's new address by Registered Post and also by Whats App message. But, the said notice sent through Registered Post, also, was returned with the postal remark that" NO SUCH ADDRESSEE" But, the notice sent by WhatsApp was delivered to the defendant on 17-08-2023 and the defendant also seen the message on 17-08-2023. But, the defendant did not comply the notice. The efforts taken by the plaintiff ended in vain. As the defendant is not coming forward to settle the said loan amount and interest thereon in spite of several requests, the plaintiff is constrained to file the suit for recovery of the suit amount. Hence, this suit.

**3. POINT FOR CONSIDERATION :****4. Whether the suit is to be decreed?**

4.1 Heard. Record perused. The defendant borrowed amount from the Plaintiff. After borrowed the amount the defendant not repay the said amount.

4.2 Since the defendant not repay the amount, the plaintiff filed this case and prove their case through Ex.A1 to Ex.A5 up on a perusal of Ex.A1 to Ex.A5 the defendant borrowed amount there after not repay the same.

4.3 Upon a perusal of the records summon served to the defendant, the defendant is not appeared and failed to defend their case and he is remained exparte. Though the plaintiff bank proved their case the defendant neither appear nor disprove the same. Hence for the reasons stated above the plaintiff prove their case.

In the result, suit is Decreed with cost. The Defendant is directed to pay a sum of Rs.1,92,600/-to the plaintiff along with 9% interest per annum from the date of suit to till the date of decree. Thereafter 6% interest p.a. from the date of decree till the date of realization for the Principal Amount of Rs.1,92,600/-

Dictated to Typist and typed by him directly in computer, corrected and pronounced by me in open court, this the 12<sup>th</sup> day of September 2024.

**Principal Subordinate Judge,  
Tiruppur.**

**List of witness examined on the side of the Plaintiff :**

P.W1– Mr.Vinoth

**Documents marked on the side of the Plaintiff :**

Ex.A1/ P.W.1		Statement of Accounts	Copy
Ex.A2/ P.W.1	9.8.2023	Legal Notice	Original
Ex.A3/ P.W.1		Return Postal Cover	Original
Ex.A4/ P.W.1	17.8.2023	Legal Notice	Original
Ex.A5/ P.W.1		Return Postal Cover	Original

**III. Defendant's side Evidences and Documents :** Nil

**Principal Subordinate Judge,  
Tiruppur**

**Fair/Draft Judgement in  
O.S.17/2024  
Dated: 12.09.2024  
PSJ Court, Tiruppur**