



IN THE COURT OF SUBORDINATE JUDGE, DHARAPURAM.

Present: Thiru.K. Sakthivel, M.A., LL.M.,

Subordinate Judge, Dharapuram

Monday, the 7th day of September, 2026

O.S. No.105 of 2026

S.Leelavathi

... Plaintiff

Vs.

A.Saraswathi

... Defendant

The suit having been heard in the presence of Thiru.N.Kanagaraj, learned Counsel for the Plaintiff and defendant remained *exparte*, from the beginning and the case having stood over for my consideration till this day, I delivered the following

J U D G M E N T

The plaintiff has filed the suit for recovery of Rs.5,12,533/- with interest.

2. The Gist of the plaint is as follows :

The defendant borrowed a sum of Rs.4,00,000/- from the plaintiff on 12.11.2023 for his urgent expenses and agreed to pay the amount with interests at the rate of One Rupee for Every One Hundred per month and executed a promissory note. The defendant has failed and neglected to repay the principal amount and interest despite repeated demands made by the plaintiff. The plaintiff issued a legal notice on 21.02.2026, and the defendant received by the said notice on 23.02.2026. Then the defendant



sent a reply notice on 24.02.2026, stating that false statements. The plaintiff approached and demanded the defendant to repay the suit debt in many times. But the defendant refused to repay the amount with interest and she is having in movable and immovable properties. Therefore, the plaintiff has to file this suit for the recovery of amount due on the promissory note. Hence, the suit.

3. In spite of the service of suit summons, the defendant remained *exparte*.

4. To prove the case of the plaintiff, the plaintiff was examined as PW1, Ex.A1 to Ex.A4 marked and defendant side no witness examined and no documents marked.

5. Point for consideration is as to whether the plaintiff is entitled to the recovery of money.

6. I have heard the learned counsel for the plaintiff and perused the records. The suit has been filed for recovery of money based on the promissory note dated 12.11.2023, Ex.A1. The above oral and documentary evidence would show that the defendant has borrowed the money under the Ex.A1 and failed to repay the money. The averments of the plaint and the evidence of the PW1 remained unchallenged and undisputed. This court does not find any materials to discredit and discard the case of the plaintiff. Accordingly, the point is answered.



7. In the result, the suit is decreed with Cost directing the defendant to repay the suit amount of Rs.5,12,533/- (Rupees Five Lakhs Twelve Thousand Five Hundred and Thirty Three only) to the plaintiff with interest at a rate of 6% per annum from the date of the suit till decree and thereafter at a rate of 6% per annum on the principal sum of Rs.4,00,000/- till realization.

Dictated to Typist, Transcribed by him and corrected by me and pronounced by me in the Open Court on this the 7th day of September, 2026.

Subordinate Judge,
Dharapuram.

APPENDIX

1) Plaintiff side Witnesses:-

PW1 - S.Leelavathi (plaintiff)

2) Plaintiff Side Exhibits:-

1. Ex.A1. 12.11.2023 : Promissory Note - Original
2. Ex.A2 21.02.2026 : Legal notice – Office copy
3. Ex.A3 23.02.2026 : Online acknowledgment evidencing that the defendant received the registered postal notice.
4. Ex.A4 24.02.2026 : Reply notice – Office copy

3) Defendant side Witness and Exhibits:-

-Nil-

Subordinate Judge,
Dharapuram.