

**IN THE COURT OF THE II ADDITIONAL DISTRICT & SESSIONS JUDGE,  
THANJAVUR.**

**Present : Tmt. P.R.Supraja, M.L.,  
II Additional District & Sessions Judge,  
Thanjavur.**

Wednesday the 28<sup>th</sup> day of August 2024  
(Thiruvalluvar Aandu 2055 - Aavani Matham 12<sup>th</sup> day)

**ORIGINAL SUIT NO.7/2024**  
**CNR NO.TNTJ010001462024 OS/26/2024**

Thangadurai

**..Plaintiff**

/vs/

Mahesh

**...Defendant**

This suit was taken on file on **4.1.2024** on the file of the Principal District Court, Thanjavur and made over to this court on 8.1.2024. In this court this suit having come up for final hearing before me on 27.8.2024 in the presence of Thiru. **V.Balamurali**, Advocate for the plaintiff and of Thiru.**T.Kamaraj**, Advocate for the defendant and on the side of the defendant written statement not filed and called absent, remained ex parte and upon hearing the plaintiff's side arguments and upon perusal of the entire material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following

**JUDGMENT**

(1) This suit has been filed by the plaintiff directing the defendant to pay a sum of **Rs.16,96,000/-** with future interest to the plaintiff and for costs of the suit.

**The Gist of the plaint filed by the plaintiff:**

(2) The defendant has approached the plaintiff in the last week of November 2022 and requested a sum of Rs.15,00,000/-as debt and has borrowed a sum Rs.15,00,000/-at Thanjavur on 7.12.2022 for the purpose of constructing upstairs partition in respect of S.No.174/2A2 and S.No.174/2A3. On the same day the defendant has executed the suit promissory note in favour of the plaintiff and he agreed to repay the same with interest at the rate of 1% per month either to the plaintiff or his order on demand. After several oral demands by the plaintiff, the defendant has not paid any amount either towards principal or interest. The defendant is not entitled to any relief under various Debt Relief Acts. Hence, the plaintiff filed the suit directing the defendant to pay a sum of **Rs.16,96,000/-** with future interest to the plaintiff and for costs of the suit.

(3) Even though the defendant appeared through his counsel, he did not file any written statement . He was called absent and remained exparte.

**(4) Point for consideration:**

Whether the suit is to be allowed as prayed for or not?

(5) To prove the claim of the plaintiff, on the side of the plaintiff P.W.1 and 2 were examined and Ex.A1 to A3 were marked.

**POINT:**

(6) Heard. Records Perused. The suit is filed by the plaintiff for recovery of **Rs.16,96,000/-** with future interest to the plaintiff and for costs of

the suit.

(7) In order to substantiate the case of the plaintiff, apart from tendering oral evidence, the plaintiff has marked the promissory note executed by the defendant to the plaintiff dated 7.12.2022 as Ex.A1. Certified copy of release deed executed by Kumar and Kannan in favour of Mahesh and Prasanna dated 6.8.2020 is marked as Ex.A2. The witness to the said pronote was examined as P.W.2. Through him the signature of the witness in Promissory note is marked as Ex.A3. Ex.A1 pronote and the evidence of P.W.2 the witness to the same coupled with Ex.A2. The signature of the witness establishes the validity of the pronote. Ex.A2 is the certified copy of release deed filed to show that the same was issued as security for the amount. Through Ex.A1 to Ex.A3 the plaintiff has proved that he had given Rs.15,00,000/- to the defendant and the defendant had failed to repay the borrowed amount even after the demand was made by the plaintiff. The evidence of P.W.1 is sufficient to presume the case of the plaintiff. The defendant failed to rebut the evidence of the plaintiff. Hence, the plaintiff has established the suit claim.

(8) This is the loan obtained for construction expenses. Hence, interest is awarded at the below mentioned rate.

In the result, the suit is decreed with costs by directing the defendant to pay a sum of **Rs.16,96,000/-** along with interest at the rate of 12% per annum on the principal amount of **Rs.15,00,000/-** from the date of

plaint till the date of this judgment and at the rate of 6% per annum from the date of this judgment till the date of realization of the said amount to the plaintiff.

This judgment is dictated by me to the steno-typist, computerized by her directly, corrected and pronounced by me in open court this the **28<sup>th</sup> day of August 2024.**

**(Sd) P.R.Supraja**

**II Additional District & Sessions Judge,  
Thanjavur.**

**Plaintiff's side Witness:**

**P.W.1.** Thangadurai (Plaintiff)

**Plaintiff's side Exhibits:**

Ex.A1	7.12.2022	Promissory note executed by the defendant to the plaintiff -Original
Ex.A2	6.8.2020	Certified copy of release deed executed by Kumar and Kannan in favour of Mahesh and Prasanna
Ex.A3	7.12.2022	Signature of the witness in Promissory note Ex.A1 is marked as Ex.A3.

**(Sd) P.R.Supraja**

**II Additional District & Sessions Judge,  
Thanjavur.**

**Judgment**  
**O.S.No.7/2024**  
**Dated: 28.8.2024**