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

Present : Thiru. P.Nagarajan, M.A.,M.L.,
II Additional District & Sessions Judge, Thanjavur.

Tuesday the 24th day of February 2026
(Thiruvalluvar Andu 2057 – Maasi Matham 12th day)

ORIGINAL SUIT NO:19/2023
CNR.*No.TNTJ01 000375 2023*

J.John Kennedy …...**Plaintiff**

/vs/

C.Kathiravan ...**Defendant**

This suit was taken on file on **19.01.2023** on the file of the Principal District Court, Thanjavur and made over to this court on 19.01.2023 In this court this suit came up for final hearing before me on 23.02.2026 in the presence of **Thiru.A.Nalladurai,** Advocate for the Plaintiff and of Thiru.**C.Kavimani,** Advocate for the defendant and upon hearing the arguments of both sides, upon perusal of the material records pertaining to the case and the matter having stood over for consideration till this date, this court delivered the following

JUDGMENT

This suit has been filed by the plaintiff against the defendant direct the defendant to pay the suit claim of Rs.20,00,000/- with costs of the suit.

2) The Gist of the amended plaint filed by the plaintiff:

The plaintiff and the defendant are friends for long time. The plaintiff is a building constructor, and the defendant is a Journalist and photographer. On 2020 April May the defendant asked a hand loan for a sum of Rs.25,00,000/- for his business expenses and agreed to repay the amount within three months. On the basis the plaintiff given a amount of Rs.20,00,000/- in several installments. On 05.06.2020 the defendant has executed a promissory note in favour of the plaintiff for a sum of Rs.20,00,000/- for agreeing to pay Rs. 1,00,000/- as interest on the above loan and Rs.40,000 as monthly interest at the rate of Rs.2,000 per month. On the same day, the defendant also issued two cheques for Rs.10,00,000 each from the Axis Bank Thanjavur branch, where he maintains his account. After that as per the assurance and undertaking the defendant has not repaid the amount with interest. So the plaintiff insisted the defendant for several times to repay the amount but he did not repay the amount. After the defendant told that he would settle the debt by purchasing the property he owned and he gave the copy of the suit property to the plaintiff but the defendant did not pay the loan amount as agreed. The defendant was arranging for the suit property for sale for others. Later, when perused the encumbrance certificate for the property it revealed that the defendant had already taken a loan from the HDFC bank on the property. Therefore, the plaintiff has filed this suit to recovery the amounts mentioned in the suit from the defendant. Hence the suit.

3) The Gist of the Written Statement filed by the defendant:

The defendant deny the allegations contained in the plaint except those that are specifically admitted herein. The plaintiff and defendant orally and started up an new company jointly in the name and style " Time & Space Photografia" at Thanjavur we determined completely that we shall jointly invest an amount fo Rs.50,00,000/- and subsequently we commenced the further works. The plaintiff should give his contribution of Rs.25,00,000/-and under took works for opening the office we jointly purchased the equipment thereof. Both of us consulted with each other and accomplished all the affairs required for running the company.

At the time pandemic period of Covid-19 came in to existence we were not able to execute the marketing tactics required for the growth of the company. There was a huge loss both of us have contributed. Consequently the problem arose between them. The plaintiff obtained a deed of loan and two cheque leaves. Subsequently the plaintiff filed a case against the defendant at the Principal District court, Thanjavur.

The said deed of loan obtained for Rs.20,00,000/- was up on the basis of trust only, and he denied that the interest sum for the loan of Rs.2000/- . In this respect the defendant did not furnish any kind of properties as surety. Regarding the above-stated so-called suit property, it is wrong to state any one Document ass the Settlement Document. The Defendant has availed a Loan from the HDFC Bank. For the reason of not repaying the 2003 above-said loan sum properly, the concerned Bank by issuing the possession Notice under the SARFAESI act. There is no relevancy at all between the above-mentioned property and the Plaintiff, who has filed the case.

Money was borrowed for starting up the company and the same was expended for the company afterward since it was Pandemic Covid-19 (Corona) period, there was no business order obtained and so there was a heavy loss. For this Loss, both the Plaintiff and the Defendant have equal responsibilities. It is only true that, it was an investment, which sum was borrowed for the functioning of the Company. It cannot be considered as a Loan, Money. Hence prayed to dismiss the suit with cost.

3) The defendant was called absent and remained exparte.

4) Point for consideration:

Whether the suit is to be allowed or not?

5) To prove the claim of the plaintiff, the plaintiff was examined as P.W.1 and Ex.A1 to Ex.A5 were marked through PW.1. .

6) POINT:

Heard. Records Perused. In order to substantiate the case of the plaintiff apart from tendering oral evidence, the plaintiff has marked the mortgage deed dated 05.06.2020 as Ex.A1. Original Cheque dated 15.03.2021 Axis bank, Thanjavur branch bearing cheque No.044816 for Rs.10,00,000/- marked as Ex.A2. Original Cheque dated 15.09.2021 Axis bank, Thanjavur branch bearing cheque No.044817 for Rs.10,00,000/- marked as Ex.A3. Online copy of encumbrance certificate dated 03.01.2023 marked as Ex.A4. Certified copy of settlement deed executed by Indirani in favour of Kathiravan dated 08.06.2011 marked as Ex.A5.

7) Through Ex.A1 to Ex.A5 the plaintiff has proved his relief. 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.

In the result, the suit is decreed with costs by directing the defendant to pay a sum of Rs.20,00,000/- to the plaintiff. Considering that the plaintiff has requested in the suit that, interest did not claim due to both are friendship, there is no order regarding the interest.

This Judgment is dictated by me to steno-typist, transcribed in computer by her, corrected and pronounced by me in open court this the **24th day of February 2026.**

NAGARAJAN Digitally signed by NAGARAJAN Date: 2026.02.25 10:11:22 +0530

II Additional District and Sessions Judge,
Thanjavur.

Plaintiff's side Witness:

P.W.1 John Kennedy (Plaintiff)

Plaintiffs' side Exhibits

Ex.A1	05.06.2020	Mortgage deed -Original

Ex.A2	15.03.2021	Original Cheque dated 15.03.2021 Axis bank, Thanjavur branch bearing cheque No.044816 for Rs.10,00,000/-
Ex.A3	15.09.2021	Original Cheque dated 15.09.2021 Axis bank, Thanjavur branch bearing cheque No.044817 for Rs.10,00,000/-
Ex.A4	03.01.2023	Online copy of encumbrance certificate
Ex.A5	08.06.2011	Certified copy of settlement deed executed by Indirani in favour of Kathiravan

Defendants' side Witness and Documents : Nil

NAGARAJAN Digitally signed by NAGARAJAN Date: 2026.02.25 10:11:32 +0530

II Additional District and Sessions Judge,
Thanjavur.

Draft/Fair Judgment
O.S.No.19/2023
Dated:24.02.2026