

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, THANJAVUR.

PRESENT: **Thiru.P.Velmurugan, B.A., B.L.,**
Principal District Judge, Thanjavur.

Tuesday, the 21st day of April, 2026.

(Thiruvalluvarandu 2056 Sri Parabhava Varudam Chithirai Thingal 8th day)

Original Suit No. 140/2025
CNR No. TNTJ01 0003623 2025

V.T.M.Ganesan	...	Plaintiff
	versus	
Mohammed Sirajidin	...	Defendant

This Original Suit came up for final hearing before this Court on 09.04.2026, and upon hearing the arguments of Mr. S. Venkadesan, learned counsel appearing for the plaintiff, and though summons to the defendant was not served, paper publication was effected, the defendant, having been called, remained absent and was set exparte, and upon perusal of the oral and documentary evidence adduced on the side of the plaintiff, and having stood over for consideration till date, this Court delivered the following...

J U D G M E N T

1) This suit is filed by the plaintiff under Order VII Rule 1 of the Code of Civil Procedure, seeking a decree directing the defendant to pay a sum of

Rs.12,23,675/- based on a promissory note dated 11.10.2023 executed by the defendant in favour of the plaintiff for a principal amount of Rs. 9,75,000/-, together with interest at the rate of 18% per annum till the date of realization, and for costs.

2) Brief averments of the Plaintiff are as follows:

2.1) The Plaintiff and the Defendant are well acquainted with each other. Owing to such acquaintance, the Defendant approached the Plaintiff for financial assistance for his family expenses and business development and, on 11.10.2023, borrowed a sum of Rs. 9,75,000/- from the Plaintiff, promising to repay the same with interest at the rate of 18% per annum.

2.2) On the same day, in the presence of witnesses, executed a promissory note in favour of the Plaintiff of the said liability, the Defendant issued the following cheques:

1. IDBI bearing Cheque No. 131502 dated 30.11.2023
2. IDBI bearing Cheque No. 131503 dated 30.11.2023
3. IDBI bearing Cheque No. 131497 dated 08.12.2023

2.3) The Plaintiff presented the above said cheques through his banker. However, all the cheques were returned unpaid on the respective dates with the endorsement as "Insufficient Funds".

2.4) Thereafter, the plaintiff issued a legal notice dated 30.12.2023 to the defendant calling upon him to repay the amount. Though the Defendant received the said notice, he neither complied with the demand nor sent any reply.

2.5) The defendant, despite repeated demands made by the Plaintiff, failed

and neglected to repay the borrowed amount and has been evading payment on one pretext or another. Hence, the Plaintiff is constrained to file the present suit for recovery of money.

3) Though summons was not served on the defendant, substituted service by way of paper publication was effected, despite such service, the defendant failed to appear before the Court and was set ex parte.

4) On behalf of the plaintiff, the plaintiff filed his proof affidavit and examined himself as PW1 and three documents, namely, the promissory note executed by the defendant in favour of the plaintiff, the legal notice issued by the plaintiff to the defendant, and the copy of the Aadhaar Card of the plaintiff, were marked as Ex.A1 to Ex.A3 respectively. To corroborate the evidence of PW1, one of the attesting witnesses to Ex.A1 promissory note was examined as PW2.

5) **The point for consideration:**

1) Whether the plaintiff is entitled for the relief of recovery of suit claim with interest and cost as sought for?

2) To what relief, the plaintiff is entitled to?

6) **Point Nos.1 & 2:** Heard and perused the records.

7) On perusal of the averments in the plaint and the oral and documentary evidence adduced on the side of the plaintiff, it is revealed that the plaintiff and the defendant were well acquainted with each other. Taking advantage of such acquaintance, the defendant had borrowed a sum of Rs.9,75,000/- from the plaintiff

on 11.10.2023 for his personal and business needs. In acknowledgment of the said liability, the defendant executed Ex.A1 promissory note in favour of the plaintiff and also issued three cheques, each for a sum of Rs.1,25,000/-, agreeing to repay the said amount with interest at the rate of 18% per annum.

8) It is further revealed that when the plaintiff presented the said cheques through his banker, all the cheques were returned unpaid with the endorsement "Insufficient Funds." Thereafter, the plaintiff issued Ex.A2 legal notice dated 30.12.2023 calling upon the defendant to repay the said amount. Though the defendant received the said notice, he neither complied with the demand nor sent any reply. Despite repeated demands, the defendant has failed to discharge his liability. and hence, the plaintiff filed this suit for recovery of money. The plaintiff has also produced his Aadhaar Card, which is marked as Ex.A3, to establish his identity.

9) The evidence of one of the attestors to Ex.A1 promissory note also corroborates the evidence of PW1. He has further deposed that on 11.10.2023, in the presence of the attestors, namely PW2 and another, the defendant borrowed a sum of Rs.9,75,000/- from the plaintiff and promised to repay the same on demand, and in acknowledgment thereof, executed and signed Ex.A1 promissory note as well as the cheques.

10) In the above said circumstances, it is clearly proved that the defendant borrowed the loan amount of Rs.9,75,000/- based on pronote and agreed to pay the principal amount along with interest at the rate of 18% per annum and so, the

defendant is liable to pay the suit amount borrowed by him, but, the defendant did not take steps to repay the same.

11) Further, the defendant has not appeared before this court to contest either denying the borrowal of loan amount or accept the repayment of loan amount partly or fully.

12) Hence, this court is of the view that the plaintiff is entitled to get the suit claim as sought for in the plaint and thus, the points 1 & 2 are answered accordingly.

13) In the result, the suit is decreed as sought for with costs. The defendant is ordered to pay the suit amount of Rs.12,23,675/- to the plaintiff with interest at the rate of 18% per annum for the Principal amount of Rs.9,75,000/- from the date of plaint i.e. 09.04.2025 till date of decree and with interest at the rate of 6% per annum for the above said principal amount from the date of decree till date of realization.

This Judgment is dictated to the Stenographer Grade – III of this Court, typed by her in computer directly, corrected and pronounced by me in the open Court, on this 21st day of April, 2026.

Principal District Judge,
Thanjavur.

Witness examined on the side of the Plaintiff:

1	PW1	V.T.M.Ganesan, S/o. Muthuramalingam. (Plaintiff)
2	PW2	Rajkumar S/o Govindhasamy.

Documents marked on the side of the Plaintiff:

- Ex.A1 11.10.2023 Original of Promissory Note executed by the defendant in favour of the plaintiff.
- Ex.A2 30.12.2023 Office copy of Legal Notice sent by the plaintiff to the defendant.
- Ex.A3 - Xerox copy of aadhaar card of the plaintiff. (compared with original)

Witness examined on the side of the Defendant: None.

Documents marked on the side of the Defendant: Nil.

PDJ

Draft /Fair Judgment in
O.S.No: 140/2025
PDJ Court, Thanjavur.
Dated: 21.04.2026.