

IN THE COURT OF PRINCIPAL DISTRICT JUDGE, TIRUVANNAMALAI

PRESENT: **Selvi. M.K. Jamuna, M.L.,**
Principal District Judge,
Tiruvannamalai.

Tuesday, the 27th day of September, 2022

O.S.No.47/2022
C.N.R.No.TNTM01-000709-2022

Priya Plaintiff

.Vs.

Pavadai ... Defendant

This suit coming before me on 27.09.2022 for final hearing in the presenc of Thiru.T.Anbazhagan, Advocate for plaintiff and Defendant called absent set exparte and upon perusing the evidence, documents and the argument of plaintiff side, having stood over for consideration till this date, this Court deliver the following ...

JUDGEMENT

Suit for recovery of money with interest and cost of the suit.

2. Plaint averments in brief:-

The defendant borrowed a sum of Rs.10,00,000/- from plaintiff on 16.03.2020 for family expenses and agreeing to repay the same with interest at 12% p.a., on demand executed a Promissory note to that effect on 16.03.2020. The defendant not paid either

principal or interest in spite of several request. Hence the plaintiff issued legal notice to the defendant on 24.01.2020. The notice sent to defendant was returned on 27.01.2022. Hence, the plaintiff filed the suit.

3. Defendant called absent and set exparte.

4. **Point for determination :**

Whether the plailtniff is entitled for suit claim?

5. On the side of plaintiff, **PW1** was examined and **Ex.A1 to Ex.A3** were marked.

6. **Point:-**

Heard the Plaintiff. The defendant borrowed a sum of Rs.10,00,000/- from the plaintiff on 16.03.2020 for family expenses agreeing to repay with interest at 12% p.a., on demand executed a Promissory note to that effect on 16.03.2020 under Ex.A1. The defendant not paid either principal or interest in spite of several request. Hence the plaintiff issued legal notice to the defendant on 24.01.2020 under Ex.A2. The notice sent to defendant was returned on 27.01.2022 under Ex.A3. Ex.A1 clearly indicates that defendant borrowed Rs.10,00,000/- from the plaintiff under the pronote and the plaintiff also issued the legal notice to

the defendant under Ex.A2. The defendant not appeared before the court to rebut the claim of the plaintiff. Hence the court infers that the plaintiff proved his claim and entitled for the relief of recovery of money and thus this point is answered accordingly.

In the result, suit is decreed with cost and directing the defendant do pay a sum of Rs.12,31,333/- with interest at the rate of 6% p.a. on the principal of Rs.10,00,000/- from the date of the plaint till the date of realisation.

Dictated to steno-typist and typed by her directly in the computer, corrected and pronounced by me in open Court this 27th day of September, 2022.

S/d.- M.K.Jamuna
Principal District Judge,
Tiruvannamalai.

Annexure

List of witness on the side of Plaintiff:

P.W.1 -Thiru.N.Priya

List of documents on the side of Plaintiff:

Ex.A1	16.03.2020	Promissory Note executed by defendant infavour of plaintiff (Original)
Ex.A2	24.01.2022	Legal notice sent by the plaintiff's counsel to the defendant (Office copy)
Ex.A3	27.01.2022	Returned registered postal cover (Original)

S/d.- M.K.Jamuna
Principal District Judge,
Tiruvannamalai.

Draft / Fair Judgment

O.S.No. 47/2022

Dated : 27.09..2022