

IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE,
TIRUVANNAMALAI.

PRESENT : Mr.**P. Mathusuthanan**, B.A., B.L.,
Principal District Judge,
Tiruvannamalai.

Thursday, the 18th day of July - 2024

Original Suit No.216/2021
CNR No.TNTM01-005232-2021

Krishnan

.... Plaintiff

VS

1.Jaya
2. Manikandan
3. Shanthi
4.Venda

....Defendants

This Original suit has come up before me on 19.06.2024 for final hearing in the presence of Thiru.V.Muthaiyan Learned Advocate appearing for the Plaintiff and Tr. R.Lakshmikanthan learned Advocate on record for defendants and did not turn up for cross the P.W1 and remained exparte and upon hearing the argument of plaintiff and upon perusing the oral and documentary evidence adduced on the side of the plaintiff and having stood over for consideration till date, this court passed the following...

JUDGMENT

This Original Suit is filed by the plaintiff under Order VII Rule 1 of CPC for recovery of money of Rs.13,36,635/- with subsequent interest from the defendants and cost.

2) **Brief averments of the plaint are as follows:**

The 1st defendant's husband and 2 to 4th defendants father one Subramani borrowed a sum of Rs.11,00,000/- from the plaintiff on 05.01.2021 for the purposes of meeting their family expenses, business, urgent needs.

For full and valid consideration received from the plaintiff, the 1st defendant's husband and 2 to 4th defendants father one Subramani executed the promissory note date 05.01.2021 for a sum of Rs.11,00,000/- infavour of the plaintiff and promising to repay same with 24% interest on demand the either to the plaintiff or to his order.

Inspite of repeated demands made by the plaintiff the 1st defendant's husband and 2 to 4th defendants father one Subramani had not repaid any amount either towards the principal or towards the interest due under the suit promissory note to the plaintiff.

The 1st defendant's husband and 2 to 4th defendants father one Subramani unexpectedly died on 24.10.2021. The defendants are the only legal heir of deceased Subramani who died intestate.

After the death of said Subramani, inspite of of repeated demands made by the plaintiff, the 1st and 2nd defendants had not repaid any amount either towards the principal or towards the interest due under the suit promissory note to the plaintiff.

Hence, the plaintiff issued a legal notice dated 15.11.2021 through his counsel to the 1st and 2nd defendants, setting out the above facts and thereby calling upon the them to repay the suit debts. The 1st and 2nd defendants received the above notice and neither paid any amount nor issued any reply notice. 3rd and 4th defendants are the daughters of deceased Subramani, hence they impleaded in the suit for proper adjudication. Hence this suit.

3) **Brief averments of the Written Statement are as follows:**

The suit is not maintainable in law and or on facts. The defendant denies all the averments and averments contained in the plaint except those that are specifically admitted herein and puts to the plaintiff very strict proof of the remaining thereof. The allegations made in the plaint that the suit promissory note was executed by the 1st defendant's husband and 2 to 4th defendants father one Subramani after receiving the consideration of Rs.11,00,000/- and signed the promissory note in the presence of attesting witness are denied in specific.

The plaintiff is a small former, who does not have the facilities to lend a large amount of money or financial income. The suit promissory note is forged by the plaintiff. There is no relevancy among the averments of the 1st para of the plaint and the pronote dated 05.01.2021 filed by the plaintiff. Since the signature found on the above and below the stamp of the suit pronote indicates that the pronote was written by Subramayyan, this suit pronote has no connection with the 1st defendant's husband and 2 to 4 defendants' father

Subramaniyan. On the basis of that the 1st defendant's husband and 2 to 4 defendants' father Subramaniyan was died on 24.10.2021, the plaintiff has forged the suit pronote and filed this false suit against the defendants.

The promissory note is forged and the 1st defendant's husband and 2 to 4 defendants' father Subramaniyan never borrowed any amount on the basis of promissory note and the same are forged document. The plaintiff had come forward with vexatious suit. There is no need or necessity for the 1st defendant's husband and 2 to 4 defendants' father Subramaniyan to borrow any amount from the plaintiff and the present suit is filed only to wreck vengeance against the defendants. Hence the defendants has requested to dismiss the suit with costs.

4) **Upon perusing the pleadings of both sides, the following issues were framed for trial:**

1. Whether the suit promissory note is true, valid and enforceable?
2. To what relief?

5) On the side of the plaintiff, he examined himself as PW.1 and scribe of the suit pronote by name Devaraj was examined as PW.2 and as many as 3 document were marked as Ex.A1 to Ex.A3 averments of the plaint.

6) On perusal of the averments of the plaint as well as oral and documentary evidence adduced on the side of the plaintiff, it reveals that the 1st defendant's husband and 2 to 4 defendants' father Subramaniyan borrowed a sum

of Rs.11,00,000/- from the plaintiff on 05.01.2021 for the purposes of meeting their family expenses, business, urgent needs and the said Subramaniyan had executed promissory note in favour of the plaintiff on the same day for Rs.11,00,000/- and promising to repay the same on demand together with interest thereon at 24% P.A as evident by Ex.A1 pronote.

7) Subsequently, on 24.10.2021 the above said Subramaniyan was died, leaving behind the defendants as legal heirs to succeed his estate. Even though, the plaintiff on various occasion demanded to discharge the loan borrowed by Subramaniyan from 1st and 2nd defendants herein. The 1st and 2nd defendants defaulted to pay any amount towards any of the suit pronote debts, despite of repeated demands, hence, the plaintiff had issued a pre-suit notice dated 15.11.2021 calling upon the them to repay the suit debts as evident by Ex.A2 legal notice. The 1st and 2nd defendants received the said notice as evident Ex.A3 Acknowledgement card. However they neither come forward to discharge the loan nor to give reply to the above notice denying their liability.

8) Hence, having considered the oral and documentary evidence adduced on the side of the plaintiff, it clearly reveals that the deceased Subramanian, husband of the 1st defendant, father of the other defendants borrowed a sum of Rs.11,00,000/- from the plaintiff for urgent needs and family expenses and agreeing to repay the same with interest at 24% per annum and he executed the suit promissory note in favour of the plaintiff and in spite of repeated demands

made by the plaintiff, the 1st and 2nd defendants who are left behind by him to succeed his estate, did not pay any amount. On Contra, they remained exparte in this suit proceedings. Therefore, the plaintiff proved its claim and hence, in the absence of any rebuttal evidence this court has no hesitation to hold that the plaintiff is entitled to recover the suit amount of Rs.13,36,635/- with interest from the defendant as sought for and thus the point is answered accordingly.

In fine, the suit is decreed with costs. The defendant is directed to pay a sum of Rs.13,36,635/- to the plaintiff and also directed to pay interest at the rate of 24% p.a. for the principal amount of Rs.11,00,000/- from the date of plaint i.e. 29.11.2021 till the date of Judgment and thereafter at the rate of 6% p.a. from the date of Judgment till the date of realization.

This judgment is dictated to the Stenographer *Grade-III* of this court, typed by her directly in the Computer, corrected and pronounced by me in open Court, this the 18th day of July- 2024.

**Principal District Judge,
Tiruvannamalai.**

Witness examined on the side of the Plaintiff:

PW1 Tr.Krishnan
PW2 Tr.Devaraj

Documents marked on the side of the Plaintiff:

Ex.A1 05.01.2021 Original suit Pronote for Rs.11,00,000/-
executed by deceased Subramaniam in favour
of the plaintiff.

Ex.A2	15.11.2021	Legal notice issued by the plaintiff's counsel to the 1st and 2nd defendants
Ex.A3	20.11.2021	Acknowledgement card

PDJ.