

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF, CHEYYAR
THIRUVANNAMALAI DISTRICT

Present :- **Tmt. K. Naleeni, M.L.**,
Principal District Munsif, Cheyyar,
Thiruvannamalai.

Monday, this the 16th day of March, 2026.

O.S.No.145/2025

CNR.No.TNTM08-000192-2025

Pazhani, S/o. Ekambaram

...Plaintiff

V.

Rajini, S/o Nagappan

...Defendant

This suit came up for final hearing before me on 11.03.2026 in the presence of Mr.M.S. Sankarapandian, learned Advocate for the Plaintiff and the defendant being called absent and set exparte and upon careful perusal of the entire case records and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit has been filed by the plaintiff for **recovery of money** of Rs.50,040/- from the defendant based on promissory note dated 09.01.2023 along with future interest and for costs.

II. BRIEF AVERMENTS OF THE PLAINT:

The Plaintiff states that on 09.01.2023, the defendant has borrowed a sum of Rs.30,000/- by executing a promissory note and agreeing to repay the same when demanded by the plaintiff with interest at 24% p.a. Despite repeated demands, the defendant did not repay the principal amount and the interest to the plaintiff. Thereafter, the plaintiff has issued a legal demand notice dated 25.08.2025 to the defendant demanding him to repay the loan borrowed by the defendant for Rs.30,000/- along with interest. Despite, the receipt of the demand notice, the defendant has neither repaid the amount nor replied to it. The plaintiff further states that the defendant is not small farmer and therefore, the Tamil Nadu Debt Recovery Act, 1976 does not apply to him. Hence, the plaintiff has filed this suit for recovery of money on the file of this Court.

III. Despite receipt of summons and giving more than sufficient opportunity for appearance, the Defendant did not appear before this court and therefore, he was set exparte.

IV. ORAL AND DOCUMENTARY EVIDENCE:

The plaintiff in order to prove his case, examined himself as PW 1 and Exhibits A1- Promissory note dated 09.01.2023 and Exhibit A2-Legal notice dated 25.08.2025, Exhibit A3- Acknowledgement card was marked through him. Despite giving sufficient opportunity, no further witness was advanced by the plaintiff and hence, plaintiff side evidence was closed. Ex Adverso, no oral or documentary evidence were let in by the defendant and remained exparte.

V. POINT FOR DETERMINATION:

The sole point to be considered herein is whether the plaintiff is entitled for the relief of recovery of money as prayed for in the suit?

VI. DETERMINATION:

Carefully perused the entire case records and relevant documents and exhibits.

i) Before delving in to the point for consideration, it is pertinent to see whether the present suit is barred by limitation or not. This is because, as per section 3 of the Limitation Act, 1963, even in the absence of any defence, it is the bounden duty of the Court, to see whether the suit is filed within the period of limitation. Upon perusing the Proof Affidavit, it could be seen that PW1 has stated that the Promissory note was executed on 09.01.2023. Further, the careful perusal of documentary evidence of Ex. A1 Promissory Note also reveals that the same was executed on 09.01.2023. As per Article 35 of the Limitation Act, 1963, the period of limitation for suit to recover money based on Promissory Note is three years from the date of the Promissory note.

ii) Admittedly, in the present case at hand, the promissory note was executed on 09.01.2023 and the suit was presented on 24.10.2025, which is well within the period of limitation of three years. Further, the defendant resides within the jurisdiction of this Court namely in Cheyyar Taluk and the amount claimed is less than Rs.1,00,000/- and hence, this Court has territorial and pecuniary jurisdiction to try this suit.

iii) Now, the foremost point to be determined is whether the defendant has executed the alleged promissory note in favour of the plaintiff. According to Section 101 of the Indian Evidence Act, 1872, (Section 104 of the Bharatiya Sakshya Adhinyam, 2023), the burden of proving the present case rests upon the plaintiff. The Proof Affidavit of the Plaintiff was treated as Chief Examination of PW1. Upon perusal of the proof affidavit, it could be seen that the defendant has borrowed a sum of Rs. 30,000/- from the plaintiff by way of a

promissory note dated 09.01.2023. The promissory note was marked by the Plaintiff as Ex. A1.

iv) On careful perusal of proof affidavit of PW1 and Ex. A1, it is seen that the Defendant has borrowed a sum of Rs. 30,000 @ 2% per mensem for Rs.100 in the presence of two attesting witnesses and has executed the promissory note agreeing to repay the amount along with interest when demanded by the Plaintiff. Though the defendant has agreed to repay the borrowed amount with interest as per the promissory note Ex. A1, he has failed to pay the principal amount as well as the interest accrued therein. There are no endorsements on the rear portion of the Pro-note evidencing any payment made towards Principal or interest. Further, the plaintiff has sent a legal notice dated 25.08.2025 marked as Ex. A2 demanding the defendant to repay the loan amount. The fact of sending of legal notice Ex. A2 by Plaintiff to the defendant is relevant under section 8 of the Indian Evidence Act,1872 (Section 6 of the Bharatiya Sakshya Adhiniyam) as subsequent conduct of the plaintiff. The Plaintiff has also produced the original Acknowledgement Card as Ex.A3 in order to prove the receipt of legal notice by the defendant. The ex-facie perusal of Ex.A3 Acknowledgment card shows that the Ex.A2 Legal Notice has been tendered to the Defendant on 03.09.2025. Despite receiving legal notice, the defendant has not come forward to pay the loan outstanding amount nor replied to the notice.

v) Also, as per section 118 of Negotiable Instruments Act, 1881, the Court shall presume that promissory note was duly drawn on the date mentioned in the instrument and the same was made for the consideration amount mentioned in it. Now the onus is upon the Defendant to rebut the aforesaid presumption u/s. 118 of Negotiable Instruments Act, 1881. But the Defendant herein has not entered any appearance before the Court and has remained ex parte without adducing any evidence to rebut the contentions of Plaintiff.

vi) Hence, from the perusal of the above exhibits, it is proved that the defendant has borrowed the said amount by way of duly executing the promissory note and has failed to repay the amount. Further, it is also proved that the plaintiff has sent a legal notice to the defendant and the receipt of the said legal notice is also further proved by the Acknowledgement card. Thus, the plaintiff has discharged his burden and proved his side. The documentary evidence on the plaintiff's side is corroborated by the evidence of PW1. In order to disprove the case of the plaintiff, the defendant has neither appeared before this court nor contested the averments in the plaint by way of written statement nor through oral or documentary evidence. Hence, from the above, this court observes that, in the absence of sufficient evidence on the side of the defendant, it is evident that, the plaintiff has proved the execution of the promissory note and the plaintiff is entitled for recovery of money from the defendant.

vii) Hence, based on the unrebutted oral testimony of P.W. 1 and documents relied upon, this court finds that the Plaintiff has established his case against the defendant. Therefore, this court finds that the plaintiff is entitled to the relief as prayed for against the defendant.

VII. RESULT:

In the result, this suit is decreed ex-parte with costs. The plaintiff is entitled to receive the sum from the defendant and the defendant is hereby directed to repay the outstanding loan amount a sum of Rs.50,040/- (Rupees Fifty Thousand Forty Only) along with the interest at the rate of 9% per annum for the principal amount of Rs.30,000/- (Rupees Thirty Thousand only) from the date of filing till the date of decree and also to pay the future interest at the rate of 6% per annum for the principal amount of Rs.30,000/- (Rupees Thirty Thousand only) from the date of decree till the date of realization and the cost of the suit to be borne by the defendant.

Directly typed by me in Laptop, corrected and pronounced by me in open court, on this the 16th day of March, 2026.

**Principal District Munsif,
Cheyyar.**

VIII. Annexures:

1. Plaintiff side Witness:-

P.W.1 : Pazhani

2. Exhibits marked on the side of the Plaintiff:-

S. no	Exhibit	Date	Particulars of the Exhibits	Nature of the Exhibits
1.	Ex. A1	09.01.2023	Promissory Note	Original
2.	Ex. A2	25.08.2025	Legal Notice	Office Copy
3.	Ex. A3	03.09.2025	Acknowledgment Card	Original

3. Defendant side witness:- -Nil

4. Defendant side Exhibits:- -Nil

**Principal District Munsif,
Cheyyar.**