

CNR.No. TNTM01002641

F.No.O.S.343/2021

**IN THE COURT OF THE ADDITIONAL DISTRICT COURT (FTC), ARANI,
TIRUVANNAMALAI DISTRICT**

PRESENT: Tmt.K.Vijaya, B.Sc., B.L.,
Additional District Judge,
Arani.

Tuesday, this the 2nd day of August 2022

O.S.No.24/2021

E. Raman

... Plaintiff

/Vs/

Arul Kumar

... Defendant

This suit is coming before me for final hearing on 11.07.2022 in the presence of Tr.G. Pugazhenti, Advocate for the Plaintiff and of Thiru. L. Manogaran, Advocate for the defendant and after filing Vakalath, the defendant did not file written statement called absent set exparte, this court delivers the following;

JUDGMENT

Suit for recovery of money directing the defendant to pay the plaintiff a sum of Rs.17,20,000/- with subsequent interest at the rate of 24% p.a. from 06.07.2018 till the date of actual payment and for costs.

2) The facts stated in the plaint in brief is as follows:

The plaintiff and the defendant are close relatives. The defendant for his business necessity, approached the plaintiff to borrow a sum of Rs.10,00,000/-. The plaintiff also agreed to pay the said amount to the defendant and as such, the defendant execute the pro-note Rs.10,00,000/- on 06.07.2018 agreeing to repay the same with interest at 24% p.a. as and when demanded by the plaintiff or his authorized person. After a so many demands by the plaintiff, the defendant issue

cheque for a sum of Rs.5,00,000/- and the same was dishonored on presentation on the request of the defendant's willing date. When the plaintiff question the above, the defendant caught quarrel with the plaintiff and threatened the plaintiff with dire consequences. Hence, the plaintiff issued registered legal notice and the same was received by the defendant and caused to reply with false allegation. The plaintiff has filed a complaint before the Judicial Magistrate, Ranipet in STC.623/2019 for the dishonored cheque. The defendant strangely again issued notice on 01.11.2019 stating that the defendant borrowed Rs.4,00,000/- on 21.06.2015 by depositing his mother original sale deed. But, the above transaction is no way connected with the suit pro-note and the defendant caused confusion this case with the above transaction. But, the defendant without settling the suit pro-note, the defendant attempted to alienate his property for which, the plaintiff caused to issue legal notice dated 24.06.2021 and has filed this suit.

3. The defendant appeared through his counsel, but he did not file any Written Statement and hence, the defendant called absent set exparte.

4. On the side of plaintiff, PW1 and PW2 have been examined and Ex.A1 to A3 were marked.

5. The case of the plaintiff is that the defendant had borrowed a sum of Rs.10,00,000/- for his business necessity by executing a Promissory note in favour of plaintiff on 06.07.2018 agreeing to repay the same on demand with interest at 24% p.a. and in spite of repeated demands made by the plaintiff, the defendant had not discharged the aforesaid debt. But, the defendant issued the cheque dated 19.06.2019 and the same was dishonored. Hence, the suit has been filed by the plaintiff against the defendant. In order to prove the plaintiff's case, the plaintiff has marked Ex.A1- Promissory note executed by the defendant in favour of the plaintiff for

Rs.10,00,000/- and Ex.A2- Certified xerox copy of the cheque bearing no.802657 executed by the defendant dated 19.06.2019 and Ex.A3 Certified xerox copy of return memo issued by State Bank of India, Ranipet Branch. In view of the above documents, the plaintiff has proved his case with documentary and oral evidence. In order to disprove the plaintiff's case, the defendant did not appear and not tested the plaintiff's case. Hence, the plaintiff has established his case and as such, the plaintiff is entitled for the suit claim as per the marked document and oral evidence.

In the result, suit is decreed with costs, directing the defendant to pay the suit amount of Rs.17,20,000/- together with interest at 9% per annum for the principle sum of Rs.10,00,000/- from the date of plaint till the date of decree and thereafter at 6% per annum till date of realization.

Dictated by me to the Steno-Grapher and typed by her directly, corrected and pronounced by me in open court, this the 2nd day of August 2022.

Sd/-K. Vijaya
Additional District Judge,
Fast Track Court, Arani.

List of Witnesses on the side of plaintiffs:

PW1 : Raman (Plaintiff)

PW2 : Vinothkumar

List of Exhibits on the side of the plaintiffs:

Ex.A1	06.07.2018	Promissory note	Original
Ex.A2	19.06.2019	Cheque bearing No.802657	Xerox copy
Ex.A3	27.06.2019	Return Memo	Xerox copy

Defendant side Witnesses and Exhibits: - Nil

Sd/-K. Vijaya
Additional District Judge,
Fast Track Court, Arani.

