

**IN THE COURT OF SUBORDINATE JUDGE AT VANDAVASI**Present: **Tmt.S.Sharanyaa, M.L.,**

Subordinate Judge, Vandavasi.

(2056 Thiruvalluvar Aandu, Vishvavasu Varudam, Panguni Maadham 12th day)

Thursday, the 26<sup>th</sup> day of March-2026.**Original Suit No.463/2024****(TNTM23000959/2024)**

Rajeshwari

...Plaintiff.

//Vs//

Arumugam

.... Defendant.

This suit was coming up on 26.02.2026 for final hearing before me in the presence of Thiru. N.N.Nagarajan, Advocate for the plaintiff and Thiru. S.Sathiya, Advocate for the defendant and upon hearing the arguments of both sides and perused the evidence and documents and having stood over till this date for consideration, this Court delivered the following,

**JUDGMENT**

This suit has been filed for the Preliminary Decree based on the mortgage for the sum of Rs.2,00,000/- along with subsequent interest, which is a total sum of Rs.6,23,467/- and for the costs of the suit.

**2. Brief averments of the Plaintiff are follows :**

2.1) The plaintiff has stated that, the defendant is entitled to the suit properties and the defendant mortgaged the suit properties to the plaintiff on 14.09.2015 through a registered mortgage deed. On 14.09.2015, the defendant had entered in to a mortgage deed for his family expenses and to pay certain other loan.

As per the mortgage deed, the defendant had agreed to repay the mortgage amount of Rs.2,00,000/- along with interest at the rate of Rs.2/- per Rs.100/-. The defendant had entered into the mortgage deed with plaintiff for the sum of Rs.2,00,000/- in the presence of witnesses and the Mortgage deed was also registered in document No.3447/2015. The plaintiff has stated that, the defendant had not repaid the principal amount and interest amount. The plaintiff had requested the defendant to repay the amount due on the mortgage several times, but the defendant had not come forward to repay the said amount. Hence, the plaintiff has come forward with this suit for the recovery of amount due on the mortgage deed.

**3. Brief averments of the defendant are as follows:-**

3.1) The defendant has stated that, he is the absolute owner of the suit property and that he mortgaged the same to the plaintiff for a loan amount of Rs.2,00,000/- under a mortgage deed dated 14.09.2015. The defendant has stated that, he was introduced to plaintiff by her brother namely Soundararajan, who had made arrangements to get loan from the plaintiff. At the time of registration of mortgage deed, the plaintiff lent a sum of Rs.1,50,000/- only to the defendant and he assured to lend the rest of Rs.50,000/- later to the defendant. But the plaintiff had not lent the said balance loan amount of Rs.50,000/- to the defendant at any point of time. The defendant denies the facts stated in the plaint that he has not paid any amount to the plaintiff either towards principal or interest in respect of the said loan as false. The defendant has stated that, he borrowed a sum of Rs.1,50,000/- only from the plaintiff as stated above and he had been repaying interest along with part of principal amount

to the plaintiff every month regularly and finally on 12.02.2022 the defendant had repaid the entire loan amount along with interest through plaintiff's brother Soundararajan and the same was acknowledged by him by consent deed dated 26.04.2024 which is filed herewith.

3.2) The defendant has stated that, the plaintiff had also obtained a blank cheque from him as security for repayment of the said loan and the plaintiff in order to grab money from him filed a cheque case for a sum of Rs.4,00,000/- against him under S.T.C No. 3082/2023 before the XXVI Metropolitan Magistrate, Egmore and he was acquitted from that case on 04.07.2024. The defendant has stated that, in the said cheque case, the plaintiff admitted that the defendant has paid Rs.5000/- per month regularly for one year. Since, the said cheque case ended in acquittal of the defendant, the plaintiff has filed this suit against him in order to grab money from him with false allegations.

**3. Points for consideration :**

- (i) Whether the Plaintiff is entitled to preliminary decree based on mortgage as prayed for?
- (ii) Whether the mortgage loan has been discharged as alleged by the defendant?
- (iii) To what other reliefs the plaintiff is entitled to ?

**4. Points No.1 & 2 :**

This suit has been filed for the Preliminary Decree based on the mortgage for the sum of Rs.2,00,000/- along with subsequent interest, which is a total sum of Rs.6,23,467/- and for the costs of the suit. The plaintiff has stated that, the defendant

had entered into a registered mortgage deed with plaintiff for the loan amount of Rs.2,00,000/- on 14.09.2015 and he had agreed to repay the amount along with interest at the rate of Rs.2/- per Rs.100/- per month. But the defendant had not come forward to pay the mortgage amount along with interest and hence, the plaintiff has come forward with this suit.

5.) On the other hand, the defendant has denied the averments of the plaintiff and he has stated that, the plaintiff had given only a sum of Rs.1,50,000/- as loan to the defendant and she had assured to give the remaining Rs.50,000/- later on to the defendant. But the plaintiff had not paid the remaining Rs.50,000/- to the defendant. The defendant was also repaying the interest for Rs.1,50,000/- every month. Thereafter, finally on 12.02.2022, the defendant had repaid the entire loan amount along with interest through the plaintiff's brother Soundararajan and it was acknowledged by him on 26.04.2024 through a consent deed. The plaintiff had also obtained a blank cheque from the defendant, as security for repayment of the said loan and she had also filed a cheque case for a sum of Rs.4,00,000/- against the defendant in S.T.C No. 3082/2023 before the XXVI Metropolitan Magistrate, Egmore and he was acquitted from the case on 04.07.2024. In the said cheque case, the plaintiff has admitted that, the defendant was paying Rs.5000/- per month regularly for one year. The defendant has also stated that, after the repayment of loan amount he had demanded the plaintiff to execute a receipt deed and to return the mortgage deed and title deed and revenue documents. But the plaintiff refused to do the same.

Therefore the defendant has stated that, the claim of the plaintiff is unlawful and hence, this suit is liable to be dismissed.

6.) To substantiate the plaintiff's case, the plaintiff has examined herself as Pw1 and through her Ex.A1 to Ex.A3 have been marked. Ex.A1 is the original sale deed through which the defendant and his brothers have purchased the suit properties on 07.07.1997. Ex.A2 is the joint patta for the suit properties dated 30.01.2015. The defendant has not disputed his title over the suit properties. Ex.A3 is the registered mortgage deed executed by the defendant in favour of the plaintiff on 14.09.2015. Therefore, the plaintiff has established that, the defendant had obtained loan from her and he had executed the registered mortgage deed dated 14.09.2015.

7.) The main contentions raised by the defendant are that, he had availed the loan of only Rs.1,50,000/- from the plaintiff. The plaintiff had promised to pay the remaining Rs.50,000/- to the defendant later on. But she had not paid that balance amount. Further, the defendant has claimed that, he had already repaid the entire loan amount along with interest to the plaintiff on 12.02.2022 through the plaintiff's brother Soundararajan. To substantiate the defenses raised by the defendant, he had examined himself as Dw1 and through him the Consent Deed executed by the plaintiff's uncle Soundararajan has been marked as 26.04.2024. Even though the defendant has mentioned the said Soundararajan as brother of the plaintiff, thereafter it has mentioned that, Soundararajan is the maternal uncle of the plaintiff. Further the judgment of the XXVI Metropolitan Magistrate, Egmore in S.T.C. No.3082/2023 has been marked as Ex.B2. DW1 has deposed that **"மோசடியாக எழுதி வாங்கினார் என்று நான் காவல் நிலையத்தில் புகார் கொடுத்தேனா என்றால் இல்லை. வட்டி அதிகமாக வாங்குகிறார்கள் என்று இணையதளம் மூலமாக நான் காவல் துறையில்**

**புகார் அளித்தேன். அந்த ஆவணத்தை நான் தாக்கல் செய்துள்ளேனா என்றால் எனக்கு தெரியவில்லை. அந்த பத்து மாதத்திற்கு பின்னிட்டு நான் வட்டி எதுவும் கொடுக்கவில்லை. ஆனால் 2022ம் ஆண்டு பணத்தை எடுத்து சென்று வாதி வீட்டில் அவருடைய தாய் மாமா முன்னிலையில் நான் வட்டியையும், முதலையும், பைசல் செய்துவிட்டேன். 12.02.2022 அன்று நான் பணத்தை பைசல் செய்தேன். பணம் கொடுத்து இரண்டு வருடங்கள் கழித்து தான் சவுந்தராஜன் நான் பணம் பைசல் செய்ததற்கு ஆவணம் எழுதி கொடுத்தார். ”**

8.) Therefore, even though the defendant has claimed that he had availed the loan of Rs.1,50,000/- from the plaintiff and he had executed the mortgage deed Ex.A3 for the sum of Rs.2,00,000/- in favour of the plaintiff only due to the compulsion of the plaintiff, the defendant has not taken any legal action against the plaintiff that a larger sum of money was mentioned in the mortgage deed. Further, he has also stated that, he had paid interest to the plaintiff for the said sum. Hence, the claim of the defendant that he had availed only a lesser amount of Rs.1,50,000/- from the plaintiff does not seem to be believable. Further, Ex.A3 mortgage deed is a registered mortgage and as per the Law laid down by the **Hon'ble Supreme Court of India in Prem Singh and Others V.Birbal and others dated 02.05.2006,**

**“There is a presumption that a registered document is validly executed. A registered document, therefore, prima facie would be valid in law. The onus of proof, thus, would be on a person who leads evidence to rebut the presumption. In the instant case, Respondent I has not been able to rebut the said presumption.”**

9.) Therefore, as per the dictum laid down by the Hon'ble Supreme Court of India, when a registered document has been validly executed, it leads to a presumption with regard to the said document. Hence, Ex.A3 mortgage is presumed to be a legally valid document. The defendant has not adduced any satisfactory evidence to establish that he had borrowed only a sum of Rs.1,50,000/- from the plaintiff.

10.) The next contention raised by the defendant is that, he had repaid the entire principal amount along with interest to the plaintiff on 12.02.2022. As mentioned above, the defendant has stated that he had discharged the amount due on the mortgage at the plaintiff's house in the presence of the plaintiff's maternal uncle on 12.02.2022. To establish such discharge of loan by the defendant, the defendant has marked Ex.B1 dated 26.04.2024, which is the Consent Deed executed by the plaintiff's maternal uncle Soundararajan. However, it is to be noted that, the defendant has stated that, he had discharged the entire amount due on the mortgage on 12.02.2022. But the said Consent Deed is alleged to have been executed on 26.04.2024, which is two years later. There is no explanation on the side of the defendant as to why the said Consent Deed was executed two years later. Further, the defendant himself has stated that, he had discharged the loan amount at the house of the plaintiff in the presence of the plaintiff's uncle Soundararajan. But there is no explanation on the side of the defendant as to why the discharge receipt was not signed by the plaintiff herself and only the plaintiff's maternal uncle Soundararajan had signed in it.

11.) Further, as per the recitals of Ex.B1 Consent Deed, the plaintiff's maternal uncle Soundararajan is alleged to have received the entire mortgage loan of Rs.1,50,000/- along with a sum of Rs.1,00,000/- towards the interest for the said loan amount and also it has been stated that defendant had paid Rs.85,000/- towards the interest through bank transaction. However, the said Soundararajan who has been examined as Dw3 on the side of the defendant himself has stated that” **வாதியின் தாயாருக்கும் எனக்கும் சொத்து பிரச்சனை உள்ளது என்றால் 7,8 மாதங்களாகதான் எனக்கும் அவருக்கும் பிரச்சனை உள்ளது.**” Further he has also deposed that “ **பிரதிவாதி வாதிக்கு ரூ.85,000/- யை கொளத்தூரில் உள்ள வாதியின் வீட்டில் வைத்து கொடுத்தார். அவ்வாறு அவர் ரூ.85,000/- கொடுக்கும்போது நானும் உடன் சென்றிருந்தேன். எந்த தேதியில் கொடுத்தார் என்று தேதி எனக்கு சரியாக ரூபகம் இல்லை.**” Further, he has stated that, “ **பிரதிவாதி எண்ணிடம் ரூ.1,50,000/- பணம் கொடுத்ததாக ஆவணம் ஏற்படுத்திக் கொடுத்திருந்தால் அது பொய்யான ஆவணம் என்றால் சரிதான்.**” Therefore, the evidence of Dw3 himself is contrary to the recitals in Ex.B1 Consent Deed. Therefore, the Consent Deed Ex.B1 seems very doubtful and not creditworthy. Further, the said Consent Deed has been executed two years after the alleged transaction in the year 2022. Further, the said Soundararajan himself has admitted that there are misunderstanding between himself and the mother of the

plaintiff. In such circumstances the Ex.B1 Consent Deed seems doubtful and unbelievable. Therefore, the contention raised by the defendant that he had repaid the entire amount due on the mortgage has not been satisfactorily proved by him.

12.) Even though the defendant himself has examined the other attesting witness in Ex.A3 mortgage as Dw2, Dw2 has also admitted that there are disputes between the plaintiff and other witness Soundararajan. Further Dw2 has deposed that “**மேற்சொன்ன சாட்சியான செளந்தருக்கும், வாதிக்கும் இடையே சொத்து பிரச்சனை சம்பந்தமாக பேச்சு வார்த்தை இல்லை என்றால் சரிதான். பிரதிவாதி எவ்வளவு ரூபாய் வட்டி கொடுத்தார் என்று எனக்கு தெரியாது. எத்தனை மாதங்களுக்கு வட்டி கொடுத்தார் என்ற விபரமும் எனக்கு தெரியாது. எவ்வளவு வட்டிக்கு கடன் கொடுக்கப்பட்டது என்ற விபரம் எனக்கு தெரியாது. என் முன்பு வைத்து தான் பணம் கொடுக்கப்பட்டது.**”

13.) Hence, the evidence of Dw2 also does not help the defendant to establish his contention that he had availed only a loan of Rs.1,50,000/- from the plaintiff. Hence, all the contentions raised by the defendant does not hold any ground. However, the defendant has claimed that, he was repaying the interest of Rs.5000/- every month to the plaintiff through bank transactions. The defendant has also marked the judgment of the XXVI Metropolitan Magistrate, Egmore Chennai in S.T.C. No.3082/2023 dated 04.07.2024 as Ex.B2. On perusal of Ex.B2, it is seen that, in the said cheque case filed by the plaintiff herein against the defendant herein, the plaintiff has claimed that the defendant had executed the cheque for Rs.4,00,000/- on 15.02.2023. However, XXVI Metropolitan Magistrate, has concluded that, it is improbable that the plaintiff had advanced the loan of Rs.4,00,000/-when already he had granted the loan to the defendant based on mortgage. Hence, the XXVI Metropolitan Magistrate, has also acquitted the defendant in that case. In the said

judgment, the evidence of the complainant, who is the plaintiff herein has been extracted as follows, “ எதிரி என்னுடைய வங்கி கணக்கில் 2015 செப்டம்பரிலிருந்து ஒரு வருட காலம் ரூ.5000/- வீதம் செலுத்தி வந்தார். அது வேறு பரிவர்த்தனைக்காக செலுத்தி வந்தார். அதனை பற்றி இவ்வழக்கில் தெரிவிக்கவில்லை என்றால் சரி.”

In this regard, Pw1 has deposed before this Court also that “ பிரதிவாதி என்னுடைய வங்கி கணக்கில் மாதம் ரூ.5000/- வட்டி செலுத்தினாரா என்றால் இல்லை, நாங்கள் கேட்கும்போது ரூபாய் 1000, 500 என்று கொடுப்பார். மொத்தம் ரூபாய் 10,000/- வரை பிரதிவாதி எனக்கு கொடுத்திருப்பார். மேற்சொன்ன விபரத்தை நான் வழக்கில் குறிப்பிடவில்லை என்றால் சரிதான். நான் 26 வது பெருநகர குற்றவியல் நீதிமன்றம், சென்னையில் எஸ்.டி.சி எண்.3082/2023 என்ற காசோலை வழக்கினை பிரதிவாதிக்கு எதிராக தாக்கல் செய்துள்ளேன் என்றால் சரிதான். நான் தாக்கல் செய்த அந்த வழக்கு தள்ளுபடி செய்யப்பட்டது என்றால் சரிதான். அந்த தீர்ப்புரையில் 2015 ம் வருடம் செப்டம்பர் மாதத்தில் இருந்து ஒரு வருட காலம் ரூபாய் 5000/- வீதம் பிரதிவாதி என்னுடைய வங்கி கணக்கில் செலுத்தி வந்ததாக குறிப்பிடப்பட்டுள்ளது என்றால் சரிதான் ஆனால், அது இந்த அடமான கடனுக்காக செலுத்தப்பட்டது இல்லை. எனக்கும் பிரதிவாதிக்கும் இடையே வேறு பணப்பரிவர்த்தனைகள் உள்ளது குறித்து நான் இவ்வழக்கில் குறிப்பிடவில்லை என்றால் சரிதான்.”

14.) Hence, from the deposition of Pw1, it is evident that, the defendant has been repaying the interest of Rs.5000/- to the plaintiff for a period of one year. Even

though she has stated that, the said interest was not paid towards this mortgage amount, she has not mentioned any other transactions between herself and the defendant. Therefore, it can only be concluded that, the said amount of Rs.5000/- has been paid by the defendant to the plaintiff for the period of one year only towards the interest for the mortgage amount. Therefore, it is hereby concluded that the total interest of Rs.60,000/- paid by the defendant to the plaintiff must be deducted from the interest claimed by the plaintiff in this suit.

**15.)** In view of the above discussions, this Court comes to the conclusion that the various contentions raised by the defendant has not been proved by him and hence, he is liable to repay the mortgage loan amount of Rs.2,00,000/- along with interest. However, the interest amount of Rs.60,000/- already paid by him shall be deducted from the interest amount claimed by the plaintiff. **Therefore, Issue Nos 1 and 2 are answered only in favour of the plaintiff.**

**16. Issue No.3:-**

The plaintiff is also entitled to the costs of the suit. **Therefore Issue No.3 is also answered accordingly.**

**In the result, the suit is decreed with costs.**

**(i) The defendant shall pay a sum of Rs.4,23,467/-in that amount, the sum of Rs.60,000/- is deducted and the plaintiff is entitled to the sum of Rs.5,63,467/- (Rupees Five Lakhs Sixty Three Thousand Four hundred and Sixty Seven only) to the Plaintiff with subsequent interest at the rate of 9% per annum on the principal amount of**

**Rs.2,00,000/- from the date of filing of the suit till the date of decree and thereafter at the rate of 6% per annum till the date of realization.**

**(ii) The defendant is directed to pay the costs of the suit to Plaintiff.**

**(iii) That the defendant do pay into Court on or before the 2 months or on a later date up to which time for payment may be extended by the Court, the said sum of Rs.2,00,000/- with subsequent interest and costs.**

**(iv) That, on such payment and on payment thereafter before such date as the Court may fix of such amount as the Court may adjudge due in respect of such costs of the suit and such costs, charges and expenses as may be payable under rule 10, together with such subsequent interest as may be payable under rule 11, of Order XXXIV of the First Schedule to the Code of Civil Procedure, 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgage property in the plaint mentioned, and all such documents shall be delivered over to the defendant, or to such person as he appoints, and the plaintiff shall, if so required, re-convey or re-transfer the said property free from the said mortgage and clear of and from all encumbrances created by the plaintiff or any person claiming under him or any person under whom he claims and shall, if so required deliver up to the defendant quiet and peaceable possession of the said property.**

**(v) And it is hereby further ordered and decreed that, in default of payment as aforesaid, the plaintiff may apply to the Court for a final decree for the sale of the mortgaged property; and on such application being made, the mortgaged property or a sufficient part thereof shall be directed to be sold; and for the purposes of such sale**

**the plaintiff shall produce before the Court or such officer as it appoints all documents in his possession or power relating to the mortgaged property.**

Dictated to the Steno-Typist, directly typed by her in computer, corrected and pronounced by me in Open Court, this the 26th day of March- 2026.

Subordinate Judge,  
Vandavasi.

**Plaintiff side Witness :**

P.W.1 - Tmt. Rajeshwari (Plaintiff)

**Plaintiff's side Exhibits:**

<b>Exhibits</b>	<b>Date</b>	<b>Description</b>	<b>Remarks</b>
Ex.A.1	07.07.1997	Sale deed	Original.
Ex.A2	30.01.2015	Joint Patta	Original
Ex.A3	14.09.2015	Mortgage deed	Original

**Defendant side Witness:**

Dw1- Arumugam

Dw2- Devendiran

Dw3- Soundararajan

**Defendant's side Exhibits:**

<b>Exhibits</b>	<b>Date</b>	<b>Description</b>	<b>Remarks</b>
Ex.B.1	26.04.2024	Consent deed	Original.
Ex.B2	04.07.2024	STC No.3082/2023 Judgment	Certified copy

Subordinate Judge,  
Vandavasi.

