

TNTS040001842025

**BEFORE THE ADDITIONAL SUB-ORDINATE COURT AT TENKASI**

**PRESENT: Tmt. K. Sudharani, M.L.,
Additional Subordinate Judge,
Tenkasi.**

**Monday, the 27th day of July 2026
Sri Paraabava, Aadi Thingal – 11, Thiruvalluvar Aandu 2054**

**Original Suit No.102/2025
(TNTS04-000184-2025)**

Mohammed Ishaak . . . Plaintiff

/Vs/

Mohammed Aarif . . . Defendant

This Original Suit is coming up for final hearing before me on today in the presence of Mr. R. Saravanan, Counsel for the Plaintiff and the Defendant being called absent and upon hearing arguments and on perusal of available material records and having stood over for consideration before this Court till date, this Court delivers the following,

J U D G M E N T

This Original Suit is filed by the Plaintiff for the relief of recovery of a sum of Rs.6,78,500/- from the Defendant together with future interest and costs.

2. **The Plaintiff averments in a nutshell are as follows:**

The Defendant borrowed a sum of Rs.5,00,000/- from the Plaintiff towards loan amount on 07.02.2022, agreeing to repay the same with interest at the rate of 12% per annum and executed a Promissory Note on the same day. As per the terms of the Promissory Note, the Defendant had committed default in repayment of loan amount. Now there is an outstanding balance amount of Rs.6,78,500/- as on the date of Plaint, to be paid by the Defendant. The Plaintiff himself and through his men, demanded the Defendant to repay the debt and the same was not cared by the Defendant. Hence, the Plaintiff has issued a Legal Notice to the Defendant on 03.01.2025 and the same was denied by the Defendant. Hence the Plaintiff is forced to file this suit against the Defendant for recovery of money with interest and costs.

3. Despite service of summons, the Defendant chooses to remain absent and set exparte.

4. The Points that arise for determination in the instant suit are as follows:

1. Whether the Defendant borrowed loan from the Plaintiff and executed Promissory Note?
2. Whether the Plaintiff is entitled for recovery of money as prayed for?
3. To what other reliefs, the Plaintiff is entitled for?

5. In this suit, on the side of the Plaintiff, the Plaintiff examined himself as PW1. Exhibits A1 to A3 were marked through PW1. Further, an

independent witness/Safik was examined as PW2 on the side of the Plaintiff. Neither oral evidence adduced nor any documents marked on the side of the Defendant.

6. **Points Nos. 1 to 3:**

The suit is filed for the relief of recovery of money for a sum of Rs.6,78,500/- from the Defendant together with interest and future interest for the principal amount and for costs.

7. The Plaintiff examined himself as PW1 and Ex.A1 was marked. The Exhibit A1 is the Promissory Note dated 07.02.2022, executed for a sum of Rs.5,00,000/- towards the amount borrowed by the Defendant. The Defendant agreed to repay the borrowed amount together with interest at the rate of 12% per annum. The Promissory Note is attested by Two witnesses. Further, the Second attesting witness of Ex.A1, one Safik was examined as PW2 and his evidence corroborates the Plaintiff's Pleadings. The evidences of PW1, PW2 and Ex.A1 are sufficient to prove the factum of loan borrowed by the Defendant from the Plaintiff on 07.02.2022 to a sum of Rs.5,00,000/-, by agreeing to repay together with interest at the rate of 12% per annum. The liability of Defendant is established and proved.

8. The evidence of PW1 would show that the Plaintiff has demanded the Defendant for repayment of amount due on Promissory Note and the Defendant committed default. Further, the Plaintiff, demanding to repay the debt, had sent a Legal Notice to the Defendant and the same was not received by the Defendant and it reflects from Ex.A2 and Ex.A3 respectively. The cause of action is well established. Moreover, the suit is well within the period of limitation.

9. The Defendant, having received the loan amount and committed default, as per the terms of the Ex.A1, Promissory Note, the Defendant is duty bound to repay the loan amount together with interest. The Defendant, having received the summons, failed to appear and deny the case of the Plaintiff. Hence, this Court has no other option, except to draw adverse inference as against the Defendant. The Plaintiff's claim is proved. The Plaintiff is entitled to the Plaintiff relief.

10. The above Points are decided in favour of the Plaintiff.

11. It is determined that the Defendant is liable to repay a sum of Rs.6,78,500/- (Rupees Six Lakhs, Seventy Eight Thousand and Five Hundred Only) to the Plaintiff together with interest on the principal amount of Rs.5,00,000/- (Rupees Five Lakhs Only) at the rate of 12 percentage per annum from the date of Suit till the date of Decree and 6 percentage per annum from the date of Decree till the date of realization within one month. In the result, the Suit is decreed with costs.

Dictated by me to the Steno-typist, typed directly by him on Computer,
Corrected and Pronounced by me in the open Court on this the 27th day of July
2026.

Additional Subordinate Judge,
Tenkasi.

Witnesses examined on the side of the Plaintiff:

PW1 Mr. Mohammed Ishaak (Plaintiff)
PW2 Mr. Safik

Witnesses examined on the side of the Defendant: Nil

Exhibits marked on the side of the Plaintiff:

Ex.A1 07.02.2022 Promissory Note for a sum of Rs.5,00,000/-

Ex.A2 03.01.2025 Office Copy of the Legal Notice, sent by the Plaintiff to the Defendant

Ex.A3 - Unserved Postal Cover

Exhibits marked on the side of the Defendant: Nil

Additional Subordinate Judge,
Tenkasi.

Additional Sub Court, Tenkasi

Original Suit No.102/2025

Judgment (Fair/Draft)

Dated 27.07.2026
