IN THE COURT OF DISTRICT MUNSIF, SHENCOTTAI.

Present : **Thiru.K.N.Guru, B.A.B.L.,**

District Munsif, Shencottai.

Monday, the 30th day of March 2026

ORIGINAL SUIT No.11/2025

(CNR.No.TNTS11-000234-2025)

Palraj .. Plaintiff

/Vs/

Ramar .. Defendant

The suit came before me for final hearing on 07.03.2026 in the presence of Thiru.S.Ganesan, Advocate for the Plaintiff and Defendant has remained exparte and after hearing Plaintiff side and on perusal of records and having stood over for consideration till this date and this court delivers the following:-

JUDGMENT

This suit has been filed by the plaintiff seeking a relief of recovery of a sum of Rs. 93,013/- together with future interest at the rate of 12% per annum from the date of the suit till the date of realization, along with the costs of the litigation.

2. Plaintiff's Case in Nutshell:-

The case of the Plaintiff is that the Defendant, on 09.08.2023, approached him for a hand loan of Rs.80,000/- to meet his daughter's marriage expenses and family needs, and the Plaintiff, acceding to the request, advanced the said amount, for which the Defendant executed a Promissory Note on the same day agreeing to repay the sum with interest at 1% per month on demand; however, despite such execution and repeated personal demands and demands through mediators, the Defendant failed to repay either the principal or interest and evaded payment on various pretexts, and even after issuance of a legal notice dated 06.12.2024, which was duly received by the Defendant, he neither complied with the demand nor replied, thereby necessitating the filing of the present suit for recovery of the amount with interest.

3. The defendant failed to appear before this court and was set ex parte on 03.04.2025. The Plaintiff side PW1 was examined and documents marked as Ext.A1 to Ext.A3.

4. Whetehr the plaintiff is entitled to the relief as prayed for?

i) This Court has carefully considered the submissions of the Plaintiff and perused the records produced. The learned counsel for the Plaintiff reiterated the averments set out in the plaint. In order to substantiate the financial transaction, the Plaintiff has produced the Promissory Note dated 09.08.2023, marked as Ex.A1. A perusal of Ex.A1 reveals that the Plaintiff advanced a sum of Rs.80,000/- to the Defendant carrying interest at the rate of 1% per month, and the oral testimony of the Plaintiff is in complete consonance with the pleadings and the documentary evidence on record. It is further seen that, upon the Defendant’s failure to repay the principal and interest, the Plaintiff issued a legal notice dated 06.12.2024, marked as Ex.A2, and the postal acknowledgment evidencing due service of the said notice is marked as

Ex.A3. Despite receipt of the notice, the Defendant has neither replied nor repaid the amount.

ii) Ex.A1 squarely answers the description of a “Promissory Note” as defined under Section 4 of the Negotiable Instruments Act, as it embodies an unconditional undertaking in writing, signed by the maker, to pay a certain sum of money to the Plaintiff. The said provision does not mandate either registration or attestation, and therefore, the non-examination of the attestor is not fatal to the Plaintiff’s case. The execution of the Promissory Note having been duly proved, the statutory presumption under Section 118 of the Negotiable Instruments Act arises in favour of the Plaintiff, particularly with regard to consideration and execution, and the same remains unrebutted. In these circumstances, this Court finds that the Plaintiff has successfully discharged the burden of proof cast upon him under Section 101 of the Indian Evidence Act by establishing the transaction through cogent and convincing oral and documentary evidence, which has gone unchallenged. Though Ex.A1 stipulates interest at the rate of 1% per month and the Plaintiff has restricted his claim to 12% per annum, this Court is of the view that, in the facts and circumstances of the case, interest at the rate of 6% per annum would be just and reasonable, and accordingly the same is awarded from the date of the Promissory Note till the date of realization. Hence, this Court is satisfied that the Plaintiff has established his claim and is entitled to recover the suit amount with interest as stated above.

In the result, the suit is decreed with costs, directing the Defendant to pay to the Plaintiff a sum of Rs.93,013/- (Rupees Ninety Three Thousand and Thirteen only), being the plaint amount, without any interest thereon, and further directing the Defendant to pay interest at the rate of 6% per annum only on the principal sum of Rs.80,000/- from the date of suit till the date of realization.

Dictated to the Steno-typist directly and typed by him in computer, corrected and pronounced by me in open court, this the **30th day of March 2026.**

GURU Digitally signed by GURU Date: 2026.03.30 18:19:06 +0530

District Munsif,
Shencottai.

Plaintiff Side Witnesses:

PW1.. Palraj (Plaintiff)

Plaintiff Side Documents:-

Ex.A1	09.08.2023	Original Promissory Note.
Ex.A2	06.12.2024	Office copy of the Legal Notice issued by the Plaintiff's Counsel to the Defendant.
Ex.A3	09.12.2024	Postal Acknowledgement Card.

Defendant side Witnesses & Documents:

Nil.

GURU Digitally signed by GURU Date: 2026.03.30 18:19:27 +0530

District Munsif,
Shencottai.

DM Court, Shencottai,
O.S.No.11/2025
Draft/Fair Judgment
Dated 30.03.2026