

In the Court of the Subordinate Judge, Mannargudi

Present:- Thiru.S.Muthuraman, B.L.,

Subordinate Judge, Mannargudi

Tuesday, the 2<sup>nd</sup> day of December

O.S.No. 51 of 2022

Kurothi Varudam Karthigai Thingal 17<sup>th</sup> day

CNRNo.TNTV05-000242-2022

Poonkodi

... Plaintiff

/Versus/

Kumar

... Defendant

This suit coming up for final hearing on 27.11.2024 before Me in the presence of Thiru.T.Sritharan, Counsel for Plaintiff and Thiru.S.Udyakumar appearing on the side of the defendant and on later he was called absent set exparte and upon hearing the arguments of the plaintiff side and perusing the records, having stood over for consideration till this date, this Court delivered the following:

### **Judgment**

1) The plaintiff herein has filed this suit for Recovery of Money, to pass a decree against the defendant for a sum of Rs.5,04,022/- with subsequent interest and costs of the suit.

2) **The averments made in the plaint is as follows:-**

That on 15.03.2020, the defendant borrowed a sum of Rs.4,00,000 /- (Rupees Four lakhs only) from the plaintiff for his urgent family expenses and discharged the sundry loan on the same day the defendant has executed a suit pronote infavour of the plaintiff. It will be repaid on demand with interest at the rate 12% per annum to the

plaintiff. The plaintiff made a several attempt to discharge the said loan amount, even after a several demand made by the plaintiff orally and this defendant is not paid the amount and to intent to cheat the plaintiff. Hence, this plaintiff filed this suit for Recovery of Money.

**3) Brief avernment of written staement by defendant:-**

The suit is not legally maintainable either in law and on facts. It has to be dismissed in limine. The defendant submits that he never borrowed any amount from the plaintiff as alleged in the plaint. This case pronote was created forgery for the purpose of filing this suit. The plaintiff husband's is a teacher. The defendant also a teacher and they have woking as teacher for five years in very same school. Taking this advandage and knowing fully well the signature of this defedant the pronote was created. Hence this suit has to be dismissed on merit with cost.

**4) On perused the plaint and written statement this court framed the issues on 18.03.2024 as follows:-**

1. Whether the suit promissionery note is a true and genuine one and supported by consideration?
2. whether the plaintiff is entitled to the suit claim?
3. To what other relief?

**5)** In order to prove the case of planitiff, the plaintiff himself examined as PW1, through him Ex.A1 was marked on 25.06.2024. Subsequently case posted for Pw1 cross at the request of defendant. Then Pw1 cross posted as finally on 21.09.2024. But on that Pw1 present, but defendant side no representation, resulted the defendant called absent set-expartee. On the very same day another two witnesses were examined on the side of plaintiff ie pw2 and pw3.

6) Heard on the side of plaintiff. The plaintiff also reiterated the plaint averments by way of proof affidavit. Admittedly, in this case, the allegations made in the plaint are not denied by the defendant herein by either let in oral evidence nor through documentary evidence. On seeing, the exhibits marked by the plaintiff, the Ex.A1 is pronote executed by the defendant infavour of plaintiff and other documents marked through PW1. Which are clearly and vividly proved the claim of the plaintiff.

7) As per the documents which were marked as Exhibit A1 is clearly shows that the defendant herein has to pay the said loan amount along with interest and also shows that the defendant was in defaulter. The marked documents Exhibit A1 is proved, that the cause of action of this case and the marked documents are clearly established that the plaintiff is proved his claim through documentary evidence. It is settled preposition of the law, that in the absence any contra evidence, it has to be presumed that the plaintiff proved his case. Hence, this court come to conclusion that the plaintiff proved the case with oral and documentary evidence. Accordingly, the point is answered in his favour.

8) In the result, that the defendant is hereby directed to pay a sum of Rs.5,04,022/- together with subsequent interest of 9% per annum from the date of plaint till the date of decree on the principle amount of Rs.4,00,000/- and thereafter 6% per annum till its realization and cost of the suit.

Typed by me in court computer system, and corrected and pronounced by me in the open court, this the 2<sup>nd</sup> day of December 2024.

Subordinate Judge,  
Mannargudi.

**Annexure:-**

**1. Plaintiff side Evidence :-**

PW1	Poongodi
PW2	Rajkumar
PW3	Dharmaraj

**2. Plaintiff side Exhibits :-**

Exhibit A1 15.03.2020 Pronote

Original

**3. Defendant side Evidence and Exhibits:-** Nil

Subordinate Judge,  
Mannargudi.