

**IN THE COURT OF THE I ADDITIONAL DISTRICT AND SESSIONS
JUDGE, VELLORE, VELLORE DISTRICT.**

**PRESENT: Tmt. G.Santhi,
I Additional District Judge, Vellore.**

Tuesday, the 24th day of March 2026

**O.S.NO.83/2023
CNR No.TNVL01-002857-2023**

M.K.Rathinavelpandian, aged about 47 years,
Son of Kaliyappan,

...Plaintiff

//Vs//

Jacob stephen aged about 45 years,
Son of Joseph,

...Defendant

This suit was filed before the Hon'ble Principal District Court, Vellore on 27.04.2023, thereafter the case was transferred to this court and came on 13.03.2026 before this court for final hearing in the presence of Thiru. S.P.Revanth, Counsel for the plaintiff, Thiru. D.P.Paul Sudhesh, Counsel for the defendant, when the case was posted for cross of PW1, the defendant called absent, set exparte and after hearing the arguments of the petitioner side, upon perusing the records and having stood over for consideration till this day, this court deliver the following:-

J U D G M E N T

Suit was filed by the plaintiff for recovery of suit amount of

Rs.10,16,500/- with future interest at the rate of 24% per annum and for costs.

2. The plaint averments are read as follows:

The defendant borrowed a sum of Rs.9,50,000/- (Rupees Nine Lakhs and Fifty Thousand only) from the plaintiff on 09.01.2023. In consideration of the said loan, the defendant executed a suit promissory note in favour of the plaintiff on the same day, agreeing to repay the said amount with interest at the rate of 24% per annum on demand. Despite repeated demands and requests made by the plaintiff, the defendant has failed and neglected to repay any portion of the amount due under the promissory note and is deliberately evading repayment. The defendant is possessed of sufficient means, both movable and immovable properties, worth more than Rs.25,00,000/-, and is therefore fully capable of discharging the suit debt. Hence, the plaintiff has been constrained to file the present suit for recovery of the said amount.

3. The brief averments of the Written Statement filed by the defendant in brief are as follows:

The defendant denies all the allegations made in the plaint and states that the suit is false, not maintainable, and filed without good faith. The defendant specifically denies borrowing Rs.9,50,000/- from the plaintiff or executing any promissory note dated 09.01.2023. The alleged promissory note, including the signature and consideration, is denied as false and fabricated.

The defendant states that no amount was ever received from the plaintiff and there was no necessity to borrow any money. The allegations regarding repeated demands are also denied. The defendant contends that the plaintiff lacks material particulars and puts the plaintiff to strict proof. The defendant relies on the reply notice and postal documents already filed. Hence, the suit is liable to be dismissed with costs.

4. Based on the averments of plaintiff and written statement the following issues were framed in this suit :

ISSUES :

- (1) Whether the plaintiff proves that the defendant borrowed a sum of Rs.9,50,000/- from the plaintiff on 09.01.2023 and executed the suit promissory note in favour of the plaintiff?
- (2) Whether the defendant proves that the alleged promissory note is forged, fabricated and created without consideration?
- (3) Whether the plaintiff is entitled to recover a sum of Rs.10,16,500/- as claimed in the plaint?
- (4) To what reliefs the plaintiff is entitled?

5. The plaintiff was examined as P.W.1 and through him Ex.A1 to Ex.A3 have been marked. No witness was examined and no document has been marked on the side of the defendant.

6. Even though the defendant filed the written statement and instead of sufficient time granted failed to cross-examine PW1 and has chosen to remain as *exparte*.

Issues :

7. The plaintiff was examined as P.W.1, and through him Ex.A1 to Ex.A3 have been marked. Ex.A1 – Promissory note dated 09.01.2023 for Rs.9,50,000/-, Ex.A2 – Lawyer’s notice dated 25.04.2023 sent to the defendant, Ex.A3 – Postal receipt, the plaintiff has proved the plaintiff averments. To rebut those contentions, no materials had been produced on the side of the defendant has not appeared before the court and failed to contest the case on merits.

8. On consideration of the pleadings, evidence and materials on record, this Court finds that the plaintiff has proved that the defendant borrowed a sum of Rs.9,50,000/- on 09.01.2023 and executed the suit promissory note (Ex.A1). The oral evidence of P.W.1 remains unchallenged as the defendant neither cross-examined the witness nor adduced any evidence. The contention of the defendant that the promissory note is forged and fabricated is not substantiated by any evidence and hence cannot be accepted. Accordingly, the plaintiff is entitled to recover the suit amount.

In the result, this suit is decreed with costs, directing the defendant to pay the suit amount of Rs.10,16,500/- (Rupees Ten lakhs Sixteen Thousand and Five hundred only) together with interest at the rate of 9% per annum for the principal amount of Rs.9,50,000/- from

the date of filing of suit (27.04.2023) till the date of decree (24.03.2026) and thereafter at the rate of 6% per annum till the date of realization.

Dictated to the Steno-Typist directly and typed by her in computer, corrected and pronounced by me in open court, on this day the 24th day of March 2026.

**I Additional District and Sessions Judge,
Vellore.**

Plaintiff Side Witnesses:

PW1 - Thiru. Rathinavelpandiyan

Plaintiff Side Exhibits:

Ex.A1	09.01.2023	Original Promissory Note
Ex.A2	25.04.2023	Legal Notice Sent to the defendant Jacob Stephen
Ex.A3	--	Postal Receipt

Defendant side Witness and Exhibits : NIL

I ADJ., Vellore.

FAIR/DRAFT JUDGMENT

OS.No.83/2023

CNR No.TNVL01-002857-2023

D.O.D.24.03.2026

I Additional District court, Vellore.