

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

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

Monday, the 1st day of June, 2026

**O.S.No.5/2023
CNR.No.TNVL01-003664 2022**

G.Tamilselvi, aged years, W/o.Murugesan, Hindu, Residing at No.3/3, 1st Main Road, Vallalar Nagar, Sainathapuram, Vellore Taluk, Vellore District.
.... Plaintiff

/vs/

M.Sunitha, aged about 42 years, W/o.Selvavinayagam, Hindu, Residing at No.141, Ammai appan Nagar, Ariyur, Vellore – 632 055, Vellore Taluk, Vellore District and working as Assistant Professor, Department of Chemistry, Muthurangam Government Arts College, Otteri, Vellore – 632 002, Vellore District.
....Defendant

This Suit came up before me for final hearing on 01.06.2026 in the presence of Thiru.S.Narayanan, Counsel for the Plaintiff and Thiru.M.Sathish Kumar, Counsel for the Defendant but called absent when the case was posted for cross examination of PW1, the defendant called absent and set exparte, and upon perusing the entire case records and having stood over for consideration till this day, this Court delivered the following:-

JUDGMENT

Suit for recovery of money directing the defendant to pay a sum of Rs.20,62,400/- due under the suit promissory note dated 28.07.2019 with future interest with 24% till the date of realization.

2. The Plaint averments in brief are as follows:

The plaintiff contends that the defendant borrowed a sum of Rs.12,00,000/- on 28.07.2019 and executed a promissory note agreeing to repay the same with interest at Rs.2/- per Rs.100/- per month. The defendant paid interest up to December 2019 and thereafter defaulted in payment of both principal and interest despite repeated demands.

The plaintiff further states that the defendant issued one cheque for Rs.5,00,000/- and three cheques for Rs.1,00,000/- each towards discharge of the debt, but all the cheques were unsupported by sufficient funds in the defendant's account. A legal notice dated 07.07.2022 was issued calling upon the defendant to repay the amount due under the promissory note. Though the notice was returned as unclaimed, the defendant neither replied nor repaid the amount. Hence, the plaintiff has filed the present suit for recovery of the amount due under the promissory note.

3. The written statement averments, in brief, are as follows:

The defendant has denied all the plaintiff averments and contended that no amount was borrowed from the plaintiff and no promissory note dated 28.07.2019 was executed. The defendant further denied the alleged payment of interest, issuance of the cheques referred to in the plaint, and the liability claimed by the plaintiff. According to the defendant, there is no legally enforceable debt due to the plaintiff.

The defendant contended that the plaintiff was only acquainted with the defendant through a chit fund conducted by the defendant's husband and that the cheques referred to in the plaint were issued as blank security cheques in connection with the chit transactions. The defendant further stated that she was undergoing medical treatment and surgery during July 2022 and was therefore unaware of the legal notice allegedly issued by the plaintiff.

The defendant also contended that the suit is devoid of cause of action, suffers from suppression of material facts, and is liable to be dismissed. Hence, the defendant prayed for dismissal of the suit with costs.

4. On considering the plaintiff averments, the following issue has to be decided in this case.

1. Whether the plaintiff is entitled to recover the suit amount together with interest from the defendant as prayed for ?

2. To what other relief the plaintiff is entitled ?

Issues No.1 and 2 :

5. On behalf of plaintiff PW1 and PW2 were examined to prove the case of plaintiff.

6. When the case posted for cross examination of PW1 on behalf of the defendant, the defendant failed to cross examine the witness. Hence, this defendant called absent and set exparte.

7. On the side of the plaintiff, PW.1 Tamilselvi was examined, proof affidavit filed and recorded as chief and documents Ex.A1 to Ex.A9 were marked. Those documents are as follows: Ex.A.1 is Original Promissory note executed by the defendant in favour of the plaintiff dated 28.07.2019, Ex.A2 is Office copy of the legal notice issued by the plaintiff to the defendant dated 07.07.2022, Ex.A3 is Served acknowledgment card, Ex.A4 is Return Postal Cover, Ex.A5 is Certified Xerox copy of the sale deed Doc.No.498/2018 dated 19.01.2018, Ex.A6 is the Original Bank of India Cheque No.000025 issued by the plaintiff dated 01.12.2021, Ex.A7 is the Original State Bank of India Cheque No.755709 issued by the plaintiff dated 07.03.2022, Ex.A8 is the Original State Bank of India Cheque No.619759 issued by the plaintiff dated 07.03.2022 and Ex.A9 is the Original State Bank of India Cheque No.755708 issued by the plaintiff dated 07.03.2022.

8. PW2 filed proof affidavit and through him, Ex.A10- Xerox copy of Aadhar card of PW2 was marked.

9. Records perused. The plaintiff side argument heard.

10. The evidence of PW1 and also the exhibits Ex.A1 to Ex.A9 clearly proved the case of the plaintiff that defendant had borrowed a sum of Rs.12,00,000 from the plaintiff on 28.07.2019. Further the defendant had given the cheques Ex.A6 to Ex.A9 to the plaintiff in which there is no amount in the bank. Atlast, the defendant failed to repay the amount after several demands.

11. The defendant called absent, set exparte. Even after sufficient time, the defendant has not come forward to disprove the case of plaintiff. Since the evidence of plaintiff satisfied this court and the defendant not denied the allegation made by the plaintiff, the defendant has no merit. This Court concluded that the plaintiff is entitled for decree.

In the result, the suit is decreed with costs, directing the defendant to pay the suit amount of Rs.20,62,400/- (Rupees Twenty lakhs Sixty Two thousand and Four hundred only) to the plaintiff together interest 9% per annum for the principal sum of Rs.12,00,000/- (Rupees Twelve lakhs only) from the date of Plaint (26.07.2022) till the date of decree (01.06.2026) and thereafter at the rate of 6% per annum till the date of realization.

Dictated by me to the Steno typist, typed by in her computer directly to

my dictation, corrected and pronounced by me in the open Court, this, the 1st day of June, 2026.

I Additional District and Sessions Judge,
Vellore.

Plaintiff side Witnesses :

PW1 – Tmt.Tamilselvi

PW2- Thiru.Abishek

Plaintiff side List of Documents :

Ex.A1	28.07.2019	Original Promissory note executed by the defendant in favour of the plaintiff
Ex.A2	07.07.2022	Office copy of the legal notice issued by the plaintiff to the defendant
Ex.A3	---	Served acknowledgment card
Ex.A4	---	Return Postal Cover
Ex.A5	19.01.2018	Certified Xerox copy of the sale deed Doc.No.498/2018
Ex.A6	01.12.2021	Original Bank of India Cheque No.000025 issued by the plaintiff
Ex.A7	07.03.2022	Original State Bank of India Cheque No.755709 issued by the plaintiff
Ex.A8	07.03.2022	Original State Bank of India Cheque No.619759 issued by the plaintiff
Ex.A9	07.03.2022	Original State Bank of India Cheque No.755708 issued by the plaintiff
Ex.A10	---	Xerox copy of Aadhar card of PW2

7

Defendant side List of Witnesses: Nil

Defendant side List of Documents : Nil

I Additional District and Sessions Judge,
Vellore.

FAIR/DRAFT JUDGMENT

OS.No.5/2023

CNR No.TNVL01-003664-2022

D.O.D.01.06.2026

I Additional District court, Vellore.