



**IN THE COURT OF DISTRICT MUNSIF, GUDIYATTAM,
VELLORE DISTRICT.**

Present: Tr.K.Karthick Asath, B.A.,B.L.,(Hons).,LLM.,
District Munsif,
Gudiyattam.

Wednesday, this the 05th day of August 2026

O.S.No.153/2025
(CNR.No.TNVL10-000201-2025)

Ramaiya

... Plaintiff

//VERSUS//

1. Salome
2. Nandhini

... Defendants

This suit came up on 23.07.2026 before me for final hearing in the presence of Thiru.V.Murugesan, Advocate for the Plaintiff, and the defendants called absent and set exparte on 05.01.2026 upon hearing plaintiff side argument and upon having stood over for consideration, this court delivered the following.

JUDGMENT

Suit filed under Order 7, Rule 1 and Section 26 of CPC to directing the defendants to pay the sum of Rs.61,733/- with future interest and for cost.

1. Brief Averments of the Plaint :-

That on 02.12.2024, the Defendants jointly borrowed a debt of a sum of Rs.50,000/- (Rupees Fifty thousand only) from the Plaintiff and on



the same date the Defendants executed a promissory note infavour of the Plaintiff Promising to repay the said sum on demand to pay or order with interest at the rate of 24% per annum. The defendants has not paid any interest or principal amount till date inspite of repeated demands made by the plaintiff. Hence on 10.06.2025, the plaintiff had issued legal notice to the defendants by demanding them to repay the said sum with interest. The 1st defendant received the legal notice and the 2nd defendant returned the legal notice. So far, the defendants neither replied nor paid the suit amount to the Plaintiff. The defendants are working in private company and each earning a sum of Rs.15,000/- per month and also having properties worth more than Rs.10 lakhs. Hence prayed to decreed the suit by directing the defendants to pay Rs.61,733/- along with future interest.

2. The defendants called absent and set exparte on 05.01.2026.

3. Plaintiff side Argument:-

The plaintiff counsel argued that the defendants obtained loan of Rs.50,000/- from the plaintiff by executing promissory note dated 02.12.2024. After continuous demand also the defendants failed to pay the loan amount. Hence the plaintiff sent legal notice to the defendants but the defendants failed to repay the amount with interest after receiving the legal notice, on that the plaintiff filed the suit. For proving plaintiff case PW1 was examined and marked Ex.A1 to Ex.A4. The Ex.A1 clearly proving the transaction between the plaintiff and defendants. But the defendants



failed to appear and contest the suit. On plaintiff side he proved the case by adducing evidence and producing documents on that prayed to decree the suit.

4. Evidence :-

On behalf of plaintiff side the plaintiff Ramaiya examined himself as PW1 through his proof affidavit and Ex.A1 to Ex.A4 were marked. No other witnesses have been examined and no other documents were marked.

5. Issues :- Whether the plaintiff is entitled to the suit claim as prayed for?

6. Decision:-

This court after considering the argument of plaintiff side and perusing the pertinent records this court proceed to delineate the findings based on the following discussion.

6.1. The case of the plaintiff is that the defendants jointly borrowed loan for sum of Rs.50,000/- from the plaintiff on 02.12.2024 and agreed to repay with interest of 24% per annum and executed promissory note on the same day infavour of the plaintiff. The plaintiff repeatedly demanded the defendants to repay the loan amount but the defendants failed to repay the loan hence the plaintiff sent Legal notice on 10.06.2025 but the defendants even after receiving the legal notice, they failed to repay the loan amount,



hence the plaintiff filed the present suit. For proving the plaintiff case the plaintiff himself examined as PW1 and marked Ex.A1 to Ex.A4. The Ex.A1 is the suit Promissory note dated 02.12.2024 for sum of Rs.50,000/- executed by the defendants Salome and Nandhini. The Ex.A2 is the Legal notice dated 10.06.2025 sent by the plaintiff. The Ex.A3 is the Acknowledgment card for receiving the legal notice by 1st defendant. The Ex.A4 is the Returned cover for non receiving the legal notice by the 2nd defendant.

6.2. On perusal of Ex.A1 it is found that the defendants has executed a promissory note infavour of the plaintiff for the borrowed amount of Rs.50,000/- in the presence of witnesses. The defendants not sent any reply notice and not filed any written statement by denying the execution of promissory note. In such circumstances, this Court finds that the plaintiff has proved his case claim by adducing oral and documentary evidence in respect of the execution of promissory note dated 02.12.2024 and passing of consideration. Therefore, drawing out presumption as laid down under section 118(a) of Negotiable Instruments Act, 1881 it is presumed that the Promissory Note dated 02.12.2024 was drawn for the valid consideration for sum of Rs.50,000/- and the instruments is duly stamped. But the defendants failed to rebut the said presumption by filing written statement and by producing documents and cross examining the plaintiff side witness. On plaintiff side he proved his case by producing documents and witness. While plaintiff proved his case this court comes to



conclusion that the plaintiff is entitled to the suit claim and this court is inclined to grant decree infavour of the plaintiff with reasonable interest. Accordingly the plaintiff entitled for suit claim.

7. Result:-

As a result this suit is decreed with cost as follows,

The defendants are jointly and severally ordered to pay a suit sum of Rs.61,733/- to the plaintiff together with the interest on the principal amount of Rs.50,000/- at 9% Per annum from the date of filing the suit till the date of decree and thereafter interest at 6% p.a. till the date of realization in full.

Dictated to Steno typist directly, typed by him in the desktop, corrected and pronounced by me in the open Court on this the 05th day of August 2026.

**District Munsif,
Gudiyattam.**

List of witness on the side of the plaintiff:-

PW1 Ramaiya

List of Exhibits on the side of the Plaintiff :-

Ex.A1 02.12.2024 Original Promissory note executed by the
defendants infavour of the plaintiff



Ex.A2	10.06.2025	Office copy of the Legal Notice
Ex.A3	-	Acknowledgment card
Ex.A4	-	Returned Postal cover for not receiving the legal notice by 2 nd defendant

List of witnesses and exhibits on the side of the defendants :- NIL

**District Munsif,
Gudiyattam.**

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