

**IN THE COURT OF THE I ADDITIONAL SUBORDINATE JUDGE,
VILLUPURAM.**

**PRESENT : Thiru. S. Muthu Murugan, B.A., B.L., LL.M.,
I Additional Subordinate Judge, Villupuram.**

Friday the 24th day of July 2026

O.S. No.181 of 2025

(CNR NO: TNVP02-000240-2025)

Silambarasan

..... Plaintiff

//Vs//

Meenatchi

..... Defendant

This suit filed on 28.02.2025, 17.03.2025 and taken on file on 19.03.2026 and came up for final hearing before me on 13.07.2026 in the presence of Thiru.S.Seenuvasan, learned Advocate on behalf of the Plaintiff and after service of summon, the defendant was called absent and set exparte and upon perusing the case records, upon hearing arguments of plaintiff side and having been stood over for consideration till this date, this court delivered the following:-

JUDGMENT

This suit is filed praying to direct the defendants to pay a sum of Rs.3,05,775/- with interest at the rate of 12% p.a. from the date of plaint till the date of decree on Rs.2,25,000/- and thereafter according to law and directing the defendant to pay the cost of the suit.

2. The brief facts of the plaintiff's case is as follows :-

The plaintiff submit that on 01.03.2022 the defendant borrowed a sum of Rs.2,25,000/- from the plaintiff for his family expenses on receiving that amount he executed a promissory note with the promise that he would repay the loan amount with interest at the rate of 12% p.a. to the plaintiff. But the defendant failed to repay the amount, hence the plaintiff issued legal notice to him on 22.02.2025, it was not received by the defendant as absent intimation alone served. Therefore the plaintiff constrained to file this suit for recovery of that money.

3. Service of summons:-

After taking this plaint into file, suit summon was issued to the defendant and the same was returned as refused deemed to be served and the defendant called absent on the date of hearing (i.e) 23.04.2025. Hence, the defendant was called absent and set exparte on 23.04.2025.

4. Evidence:-

After the defendant was set as exparte, the plaintiff side is directed to take exparte evidence. The plaintiff Silambarasan was examined as PW1 through proof affidavit and during his evidence, four documents have been marked as Ex.A1 to Ex.A4 and then one Vinoth Kumar examined as PW2 and no documents were marked through him. Then, the plaintiff side evidence was closed, after that the arguments of the plaintiff counsel heard and this suit is posted for judgment.

5. Point for determination is :-

Whether the plaintiff is entitled for the suit amount Rs.3,05,775/- with subsequent interest as prayed for ?

6. Answer on the Point:-

6.1 The plaintiff stated that the defendant borrowed a sum of Rs.2,25,000/- from him on 01.03.2022 evidencing that transaction she has executed a demand promissory note in the presence of one witness. In order to prove the same the plaintiff marked the original promissory note as Ex.A1. On going through that document it would show that the defendant Meenatchi executed that document in the presences of witness. But the defendant failed to appear before the Court to dispute the document so it remains undisputed and a original. Further the PW2 Vinoth Kumar is an attesting witness to that promissory note also deposed that the defendant borrowed the loan amount Rs.2,25,000/- from the plaintiff, hence this Court decided that the defendant borrowed Rs.2,25,000/- from the plaintiff on 01.03.2022.

6.2 The plaintiff further stated that the defendant failed to repay the principal and interest due thereon so on 22.02.2025 he issued legal notice to the defendant. The office copy of that notice with postal receipt marked as Ex.A2 but that postal cover was returned as the defendant absent intimation served marked as Ex.A3. Further in the suit summons were issued to the defendant but she refused to receive the same. Hence the copy affixed. By this way the plaintiff proved the demand. Further when the Ex.A1 decided as genuine document executed by the defendant it is the duty of the defendant to repay the outstanding amount with admitted interest. Therefore the plaintiff is

entitled to get the suit amount. As far the subsequent interest is concerned according to Section 34 of the CPC this Court is having the discretion to fix the interest after the suit. On perusal of the Ex.A1 the defendant borrowed the loan for family welfare and house construction, although it is not a commercial transaction the admitted interest only 12% and the defendant refused the Court summons. So, not inclined to give any deduction in interest. Hence inclined to fix the future interest as 12% p.a.

In the result, the suit is decreed that,

- (i) the defendant is directed to pay a sum of Rs.3,05,775/- to the plaintiff with future interest at the rate of 12% per annum on the principal amount of Rs.2,25,000/- from the date of plaint till the date of realization;
- (ii) the defendant is directed to pay the suit costs to the plaintiff.

Dictated by me to the stenographer and she directly typed it in the computer after corrections pronounced by me in Open Court, on this the 24th day of July 2026.

I Additional Subordinate Judge,
Villupuram.

Annexure :-

List of Plaintiffs side Witnesses :-

<u>SI.No.</u>	<u>Date</u>	<u>Witness Name</u>	<u>Documents</u>
PW1	25.11.2025	Silambarasan (Plaintiff)	Ex.A1 to Ex.A4
PW2	17.06.2026	Vinoth Kumar	-

List of Plaintiffs side Exhibits :-

<u>Sl.No.</u>	<u>Date</u>	<u>Document Particulars</u>	<u>Document Type</u>
Ex.A1	01.03.2022	Promissory note for Rs.2,25,000/- executed by the defendant in favour of plaintiff	Original
Ex.A2	22.02.2025	Legal notice issued by plaintiff counsel to the defendant and Postal receipt	Office copy
Ex.A3	-	Returned Postal Cover of the defendant	Original
Ex.A4	-	Aadhar Card of the plaintiff (Compared with original)	True copy

List of Defendant's side Witness & Exhibits :-

-Nil-

I Additional Subordinate Judge,
Villupuram.