IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE, VILLUPURAM.

PRESENT : Thiru.A.Tamilselvan, M.L.,
Principal Subordinate Judge, Villupuram.

Friday, the 24th day of April 2026

O.S. No.452 of 2025

(CNR NO: TNVP02-000711-2025)

Arun .... Plaintiff

//Vs//

Murugan .... Defendant

This suit having been taken on file on 20.06.2025 and came up for final hearing on 16.03.2026 in the presence of Tr.K.Minnal, learned Advocate on behalf of the Plaintiff and defendant called absent set exparte, 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 is a suit for recovery of money to pass decree directing the defendant to pay a sum of Rs.3,36,321/- on principal amount of Rs.2,53,000/- with subsequent interest at the rate of 12% p.a. from the date of plaint till realization and pay the cost of the suit.

2. The plaint averments in brief is as follows:-

The defendant had borrowed a sum of Rs.2,53,000/- as hand loan for his Brickline machine advance for the brickline business and the defendant's family expenses were demanded from the plaintiff on 22.09.2022 on execution

of Rs.20/- NJS Stamp paper demand promissory note for Rs.2,53,000/- agreeing to repay the same together with interest at 12% p.a. on demand at Poosaripalayam Village in the presence of witnesses and scribe. The defendant promised to repay the same with interest. But, he was not chosen to do so. The plaintiff issued a Legal Notice dated 24.12.2024 and the received the said notice on 31.12.2024. The defendant failed to pay any amount either towards interest or towards principal. Hence the suit.

3. After filing the suit, the plaintiff has taken steps to issue summons to defendant and same was served. The defendant failed to appear and set exparte.

4**.** In order to substantiate its case, the plaintiff was examined as PW1 and pronote signed witness by name Murugan examined as PW2 and Ex.A1 to Ex.A4 were marked.

5. Point for determination:-

(i). Whether the plaintiff is entitled to recover the suit amount as prayed for?

(ii). What other relief the plaintiff is entitled to?

6. Point Nos.1 & 2 :-

The contention of the plaintiff is that, the The defendant had borrowed a sum of Rs.2,53,000/- as hand loan for his Brickline machine advance for the brickline business and the defendant's family expenses were demanded from the plaintiff on 22.09.2022 on execution of Rs.20/- NJS Stamp paper demand promissory note for Rs.2,53,000/- agreeing to repay the same together with interest at 12% p.a. on demand at Poosaripalayam Village in the presence of

witnesses and scribe. The defendant promised to repay the same with interest. But, he was not chosen to do so. The plaintiff issued a Legal Notice dated 24.12.2024 and the received the said notice on 31.12.2024. The defendant failed to pay any amount either towards interest or towards principal.

7. In order to substantiate his case, the plaintiff was examined as PW1 and marked exhibit Ex.A1 to Ex.A4 and also examined PW2. Ex.A1 is Rs.20/- NJS promissory note dated 22.09.2022 for Rs.2,53,000/- executed by the defendant in favour of the plaintiff, Ex.A2 is Legal notice issued by plaintiff's counsel to defendant dated 24.12.2024, Ex.A3 is Postal Acknowledgment card, Ex.A4 is Aadhar Card for plaintiff.

8. The plaintiff adduced evidence that the defendant had borrowed a sum of Rs.2,53,000/- from the plaintiff by executing Ex.A1 the plaint Rs.20/- NJS promissory note. The defendant did not denied this evidence. On perusal of Ex.A1, it reveals that the defendant have borrowed a sum of Rs.2,53,000/- for his family expenses and promised to repay on demand. Since the defendant did not deny the execution of Ex.A1. Thus it is clear that the plaintiff proved the content of the Ex.A1. At the stage the presumption u/s. 118 of Negotiable Instrument Act is in favour of plaintiff as well as the Ex.A1. From the above it would clear that the defendant borrowed a sum of Rs.2,53,000/- from the plaintiff by executing Ex.A1. The defendant had neither paid any amount towards principal nor towards interest. The plaintiff entered into witness box and deposed his case and also PW2. The plaintiff has proved his case through oral and documentary evidence.

In the result, suit is decreed with costs and the defendant is liable to pay a sum of Rs.3,36,321/- together with interest at 9% per annum on principal amount of Rs.2,53,000/- from the date of filing of the suit to till this date and at 6% on the principal amount from the date of decree till realization.

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

A TAMILSELVAN
Digitally signed by A TAMILSELVAN
Date: 2026.04.24 18:29:02 +0530

Principal Subordinate Judge,
Villupuram.

LIST OF PLAINTIFF'S WITNESSES:

PW.1 - Tr. Arun S/o. Amirthalingam

PW.2 - Tr. Murugan S/o. Vasudevan

LIST OF PLAINTIFF'S EXHIBITS:

Ex.A1	22.09.2022	Rs.20/- NJS Promissory Note executed by defendant in favour of plaintiff for Rs.2,53,000/-.
Ex.A2	24.12.2024	Legal Notice issued by plaintiff's counsel to defendant
Ex.A3	31.12.2024	Acknowledgment Card
Ex.A4	--	Aadhar Card for Plaintiff

LIST OF DEFENDANT'S WITNESSES AND EXHIBITS:

Nil.

Principal Subordinate Judge,
Villupuram.