

**IN THE COURT OF THE PRINCIPAL SUBORDINATE JUDGE,
VILLUPURAM.**

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

Tuesday, the 17th day of March 2026

**O.S. No.472 of 2025
(CNR NO: TNVP02-000860-2025)**

Vinnarasi

.... Plaintiff

//Vs//

B. Mariya Selin

.... Defendant

This suit having been taken on file on 29.07.2025 and came up for final hearing on 06.03.2026 in the presence of Tr.T. Prabakaran, 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.3,68,600/- on principal amount of Rs.3,00,000/- with subsequent interest at the rate of 12% p.a. and pay the cost of the suit.

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

On 02.09.2023 at Villupuram Maharajapuram EB Colony the defendant had borrowed a sum of Rs.3,00,000/- as hand loan for his family expenses from the plaintiff on 02.09.2023 on execution of demand promissory note for Rs.3,00,000/- agreeing to repay the same together with interest at 12% p.a..

The defendant promised to repay the same with interest. But, he was not chosen to do so. In spite of plaintiff's repeated persons and personal reminders and failed to repay any amount the plaintiff issued a legal notice dated 16.07.2025 to the defendant and the same was received the notice and failed to repay the dues. Hence the suit. The defendant is not an agriculturist hence interest claim at 12% p.a..

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 Ex.A1 to Ex.A3 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, on 02.09.2023 at Villupuram Maharajapuram EB Colony the defendant had borrowed a sum of Rs.3,00,000/- as hand loan for his family expenses from the plaintiff on 02.09.2023 on execution of demand promissory note for Rs.3,00,000/- agreeing to repay the same together with interest at 12% p.a.. The defendant promised to repay the same with interest. But, he was not chosen to do so. In spite of plaintiff's repeated persons and personal reminders and failed to repay any amount the plaintiff issued a legal notice dated 16.07.2025 to the defendant and the same was received the notice and failed to repay the dues.

7. In order to substantiate his case, the plaintiff was examined as PW1 and marked exhibit Ex.A1 to Ex.A3. Ex.A1 is demand promissory note dated 02.09.2023 for Rs.3,00,000/- executed by the defendant in favour of the

plaintiff, Ex.A2 is a legal notice issued by plaintiff counsel to the defendant dated 16.07.2025, Ex.A3 is acknowledgment card.

8. The plaintiff adduced evidence that the defendant had borrowed a sum of Rs.3,00,000/- from the plaintiff by executing Ex.A1 the plaintiff promissory note. The defendant did not deny this evidence. On perusal of Ex.A1, it reveals that the defendant has borrowed a sum of Rs.3,00,000/- 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 be clear that the defendant borrowed a sum of Rs.3,00,000/- 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. 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.3,68,600/- together with interest at 9% per annum on principal amount of Rs.3,00,000/- 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 17th day of March 2026.

Principal Subordinate Judge,
Villupuram.

LIST OF PLAINTIFF'S WITNESSES:

PW.1 - Tr. Vinnarasi W/o. Thiyagasundar

LIST OF PLAINTIFF'S EXHIBITS:

Ex.A1	02.09.2023	Demand Promissory Note executed by defendant in favour of plaintiff for Rs.3,00,000/-.
Ex.A2	16.07.2025	Legal Notice issued by plaintiff's counsel to defendant
Ex.A3	--	Acknowledgment card

LIST OF DEFENDANT'S WITNESSES AND EXHIBITS:

Nil.

Principal Subordinate Judge,
Villupuram.