

IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF, TIRUVANNAMALAI
PRESENT. S.LAKSHMI. M.L.,
PRINCIPAL DISTRICT MUNSIF, TIRUVANNAMALAI
Thursday 5th day of July 2018.
O.S.NO. 1 Of 2018

E.Karunanidhi

... Plaintiff

/Vs/

Ganesan

... Defendant

This suit is for recovery of sum of Rs.61,850/- with subsequent interest, for cost and other reliefs. The suit was taken on file by this court on 03.01.2018. It came before me for final hearing in the presence of learned Advocate Mr. K.V. Manoharan for the Plaintiff and for the defendant represented by the Advocate Mr. S. Ravi. In spite of due opportunity given, written statement not filed and set exparte on 07.06.2018. After hearing plaintiff side arguments and perusing the documentary and oral evidence this court doth the following

JUDGMENT

- 1. The plaint averments in brief :-** The plaintiff and defendant are residing within the jurisdiction of this court. On 15.05.2015, the defendant borrowed a sum of Rs. 50,000/- from the plaintiff for his urgent family expenses. In furtherance of debt the defendant executed a promissory note and agreed to pay 24 % of interest per annum. In spite of repeated demands made by the plaintiff, the defendant failed to pay the debt. Hence, on 20.12.2017, the plaintiff has issued legal notice to the defendant. After receipt of the notice, the defendant failed to repay the amount. Hence this suit filed for recovery of amount.
- 2.** The defendant remained exparte hence this court constrained to decide this suit on merit. To prove the case of plaintiff P.W.1 examined and through him Ex.A.1-A3 marked. This court on careful perusal of Ex.A.1 promissory note found that the plaint averments are true. Once original instrument produced before this court it shall presume the consideration and date of execution as per **Sec. 118 Negotiable**

Instrument Act until contrary is proved. The defendant has not appeared before this court to rebut the presumption and also failed to adduce evidence to prove the repayment of interest. Hence this court found justified to allow the suit claim as prayed by the Plaintiff.

3. The defendant is directed to pay the suit amount of Rs.61,850/- (Rupees Sixty One Thousand Eight hundred and Fifty only) to the plaintiff. To the principal amount of Rs. 50,000/- (Rupees Fifty Thousand only) 9% interest granted from the date of institution till the date of this order. From the next date till realization 6% of interest granted. In the result suit decreed as prayed with cost.

Directly Dictated to the Steno-Typist and computerized error checked and pronounced in the Open Court this the 5th day of July 2018.

PRINCIPAL DISTRICT MUNSIF,
TIRUVANNAMALAI.

Plaintiff side witnesses:

PW1 - Karunanithi

Plaintiff's side documents:

ExA1	15.05.2015	Promissory Note	Original
Ex A2	20.12.2017	Legal Notice	Office copy
Ex A3	-	Acknowledgment	Original

Defendant's side witnesses and documents : Nil.

Sd/S.LAKSHMI/05.07.2018
PRINCIPAL DISTRICT MUNSIF,
TIRUVANNAMALAI.