

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :18.02.2015

CORAM

THE HONOURABLE MRS. JUSTICE S.VIMALA

C.S.No.131 of 2013

T.S.Pasupathy ... Plaintiff

Vs.

T.Jayaraj ... Defendant

PRAYER: Plaint under Order VII Rule 1 of Civil Procedure Code Read with Order VII Rule 1 of the High Court Madras Original Side Rules, 1956 praying for a Judgment and Decree a) Directing the defendant to pay a sum of Rs.27,00,000/- (Rupees Twenty Seven Lakhs Only) towards the Principal amount and a sum of Rs.1,21,500/- (Rupees One Lakh Twenty One Thousand and Five Hundred only) towards interest for the period three months, from 06.11.2012 to 06.02.2013 in all amounting to a total sum of Rs.28,21,500/- (Rupees Twenty Eight Lakhs Twenty One Thousand and Five Hundred only) (b) award an interest at the rate of 18% per annum on Rs.28,21,500/- (Rupees Twenty Eight Lakhs Twenty One Thousand and Five Hundred Only) from the date of the plaint to the date of

realization (c) directing the defendant to pay the cost of the suit.

For Plaintiff : Mr.L.Rajasekar

For Defendants : No appearance

Sole Defendant set exparte

on 08.07.2014

JUDGMENT

The suit has been filed by the Plaintiff seeking recovery of principal sum of Rs.27,00,000/- along with Rs.1,21,500/- towards interest for a period of three months, i.e. from 06.11.2012 to 06.02.2013 and also for future interest at 18% per annum on Rs.28,21,500/-.

2. The Plaintiff has made a claim based upon the promissory note executed by the defendant dated 06.11.2012.

2.1. The defendant is said to have obtained a short term financial assistance from the plaintiff by executing the promissory note. As the defendant did not repay the amount, the plaintiff has issued notice dated 11.02.2013, calling upon the defendant to pay the amount.

2.2. In proof of the notice having been issued, postal receipt dated 11.02.2013 has been marked as Ex.P3. The notice issued by the Plaintiff has been returned with an endorsement that the defendant has refused the notice and the same has been filed as Ex.P4. As the efforts of the plaintiff in getting the money from the defendant

failed, the plaintiff has filed this Civil suit for recovery of money.

3. Service has been completed through notice by publication. As the defendant did not appear, he has been set ex parte.

4. To prove the claim, the plaintiff has examined himself as P.W.1 and Exs.P1 to P5 have been marked. The promissory note dated 06.11.2012 coupled with the evidence of P.W.1, proves the borrowing of money by the defendant and the consequent non-payment by him. Having proved the claim, the plaintiff is entitled to a decree as prayed for.

5. In the result, the suit is decreed with costs, for a sum of Rs.28,21,500/- with subsequent interest at 18% p.a., on the principal amount of Rs.27,00,000/- from the date of plaint till the date of decree and thereafter at the rate of 6% p.a., till the date of payment.

सत्यमेव जयते

sd/.S.V.J

18.02.2015

//Certified to be a true copy//

Dated this the day of 2015.

R.s/14.12.2015

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.