IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 19.04.2018

CORAM

THE HONOURABLE MR.JUSTICE **N. SATHISH KUMAR**

C.S.No.795 of 2015

Mrs. Shanti Devi Galada
W/o Mr. Ashok Galada
Old No.4, New No.7
Shaffee Mohammed Road,
Thousand Lights,
Chennai 600006. ... Plaintiff

//vs//

1. Mrs. G. Sheila Raju
2. Mr. G.M.K. Raju ... Defendants

Plaint filed under Order VII Rule 1 of Civil Procedure Code read with Order IV Rule 1 of Madras High Court Original Side Rules for directing the defendants to pay the plaintiff a sum of Rs.30,08,471/- alongwith an interest at the rate of 24% per annum for the principal amount of Rs.15,00,000/- from the date of filing of the suit till the date or realization and for costs of the suit.

For Plaintiff : Mr. V.S. Senthilkumar
For Defendants : No appearance

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JUDGMENT

The suit has been filed for recovery of Rs.30,08,471/- along with interest at the rate of 24% per annum for the principal amount of Rs.15,00,000/-. The case of the plaintiff is that the defendnats have borrowed a sum of Rs.15,00,000/- as loan and they have executed pro-note on 02.11.2010 and agreed to pay the loan amount in 36 instalments. However, they have paid only 9 instalments on 01.12.2010, 03.01.2011, 01.02.2011, 02.03.2011, 05.04.2011 04.05.2017, 26.09.2011, 30.12.2011 and 28.08.2012. Thereafter, they committed default. The defendants remained exparte.

2. The plaintiff herself examined as P.W.1 and marked Exs.P.1 to P.6. Ex.P.1 is the certified copy of the Pro-note dated 02.11.2010 issued by the Chief Metropolitan Magistrate Court, Egmore. It is the contention of the learned counsel appearing for the plaintiff that the original pro-note has filed in the proceedings under the 138 of Negotiable Instruments Act. Ex.P.2 dated 02.11.2010 is voucher signed by the defendants for receipt of payment of Rs.15,00,000/-. Exs.P.3 and P.4 are notices sent by the plaintiff to the 1st defendant on 13.10.2012 and 31.12.2012 to pay the loan amount. Ex.P.5 letter addressed by the 1st defendant not only proves the loan transaction

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but also proves the acknowledgment of loan availed in writing. Account statement with regard to the loan transaction maintained by the plaintiff is Ex.P.6.

3. The evidence of P.W.1 remains unchallenged and the documents marked on the side of the plaintiff also clearly prove the loan transaction and default on the part of the defendants. As the evidence adduced and the documents marked by the plaintiff remain unchallenged, this Court is of the view that the plaintiff has proved her claim.

4. Accordingly, the suit is decreed directing the defendants to pay a sum of Rs.30,08,471/- to the plaintiff with interest at the rate of 7.5% per annum for the principal amount of Rs.15,00,000/- from the date of plaint till the date of judgment. Thereafter, at the rate of 6% from the date of judgment till the date of realisation, with costs.

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Speaking / Non-speaking Order

Index : Yes/No

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N. SATHISH KUMAR, J.

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