

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.11.2018

CORAM

THE HONOURABLE MR.JUSTICE **K.KALYANASUNDARAM**

C.S.No.425 of 2017

S.Anand, proprietor of
M/s.Orange Maxx Mens and Kids,
No.64, Nageswaran North Street,
Kumbakonam – 612 001,
Thanjavur District. Plaintiff

Vs

1.R.K.Radhakrishnan
2.R.K.Vijayanirmala Defendants

Plaint filed under order IV Rule 1 of Madras High Court O.S.
Rules r/w order XXXVII Rule 2 and Order VII Rule 1 of CPC, praying
for judgment and decree as follows:

i) for a sum of Rs.59,92,500/- together with contractual rate of
interest at 3% p.a. on Rs.51,00,000/- from the date of plaint till
date of realization; and

ii) for cost of the suit;

For Plaintiff : Mr.G.B.Sabaridas

For Defendant : No appearance. Set ex-parte on
27.06.2018

J U D G M E N T

The present suit has been filed for recovery of a sum of Rs.59,92,500/- based on four promissory notes dated 24.11.2016.

2. The case of the plaintiff is that he is engaged in the business of Garments at Kumbakonam and the defendants, who are husband and wife got acquainted with him through common business friend and they availed financial assistance from the plaintiff by executing four promissory notes. However, failed to pay interest in respect of the principal amount as agreed and hence, the plaintiff caused issuance of notice dated 22.05.2017 and called upon the defendants to repay the outstanding amount. Since the defendants defaulted in repaying the outstanding amount, the present suit has been filed.

3. Despite service of summons, the defendants have neither entered appearance nor filed written statement through counsel or in person. Hence, they were set ex-parte on 27.06.2018.

4. On the side of the plaintiff, the Manager and Accountant of the plaintiff concern gave evidence as PW1 and through him, the following documents have been marked as Exs.P1 to P11:-

Ex.P1 is the Xerox copy of Aadhar Card of the Deponent/Employee of the plaintiff. (compared with original)

Ex.P2 is the original letter of Authorization given by plaintiff to depose and adduce evidence by Veeraiyan dated 14.11.2017.

Ex.P3 is the original On Demand Promissory Note for Rs.5,00,000/- Executed by 1st defendant to the plaintiff dated 24.11.2016.

Ex.P4 is the original On Demand Promissory Note for Rs.6,00,000/- Executed by 1st defendant to the plaintiff dated 24.11.2016.

Ex.P5 is the original On Demand Promissory Note for Rs.20,00,000/- Executed by 2nd defendant to the plaintiff dated 24.11.2016.

Ex.P6 is the original On Demand Promissory Note for Rs.20,00,000/- Executed by 2nd defendant to the plaintiff dated 24.11.2016.

Ex.P7 is the original Bank Statement from 01.11.2016 to 30.11.2016 dated 23.12.2016.

Ex.P8 is the original Bank Statement 01.12.2016 to 31.12.2016 of plaintiff with TMBL Ltd dated 04.01.2017.

Ex.P9 is the original Bank Statement 02.08.2016 to 10.01.2017 of plaintiff with Indian Bank dated 10.01.2017.

Ex.P10 is the original Bank Statement 01.11.2016 to 30.11.2016 of plaintiff with TMBL Ltd dated 16.05.2017.

Ex.P11 is the Legal Notice issued to the defendants dated 22.05.2017.

5. A perusal of the records would show that the defendants had availed financial assistance from the plaintiff by executing Exs.P3 to P6 and despite service of notice, dated 22.05.2017, had failed to repay the loan amount and hence, the plaintiff is entitled to decree in the suit and accordingly, the suit is decreed as prayed for. No costs.

20.11.2018

Index : Yes/No

Internet : Yes

Speaking Order/Non Speaking Order

bri

K.KALYANASUNDARAM, J.,

bri



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