



S.A. No. 667 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	13.11.2025
Pronounced on	10.02.2026

CORAM

THE HONOURABLE MRS. JUSTICE K. GOVINDARAJAN THILAKAVADI

S.A.No.667 of 2025
and C.M.P.No.24052 of 2025

K.Subramaniam

...Appellant

Vs.

N.Shanthi

...Respondent

Prayer: Second Appeal filed under Section 100 CPC, 1908 to set aside the decree and judgment dated 12.03.2025 passed in A.S. No.65 of 2022, on the file of the learned III Additional District & Sessions Judge, Dharapuram, confirming the Judgment and decree dated 21.07.2022 passed in O.S. No.162 of 2017, on the file of the learned Subordinate Judge, Kangeyam

For Appellant : Mr.M.Guruprasad

For Respondent : Mr. S.Sakthivel
for Mr.R.Advaith



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JUDGMENT

The present Second Appeal is preferred against the judgment and decree dated 12.03.2025 passed in A.S. No.65 of 2022, on the file of the learned III Additional District & Sessions Judge, Dharapuram, confirming the Judgment and decree dated 21.07.2022 passed in O.S. No.162 of 2017, on the file of the learned Subordinate Judge, Kangeyam

2. For the sake of convenience, the parties are referred to as per their ranking in the trial Court.

3.The respondent as plaintiff filed the above suit for recovery of money.

4.According to the plaintiff, on 02.01.2016, the defendant borrowed a sum of Rs.4,00,000/- from the plaintiff for his urgent family needs and for business expenses and promised to repay the same with interest at the rate of Rs.1/- per Rs.100/-. In spite of several demands, the defendant failed to repay the loan amount. Hence, the suit.



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5.The claim of the plaintiff is resisted by the defendant stating that there is no need for the defendant to borrow loan from the plaintiff. The signature found in the suit pronote is forged. On the date of the alleged execution, the defendant was at Kerala. Hence, prayed for dismissal of the suit.

6.Upon perusing the materials on record, the trial Court decreed the suit in favour of the plaintiff, against which the defendant preferred an appeal in A.S.No.65 of 2022 and the first appellate Court dismissed the appeal suit. Challenging the same, the present second appeal is preferred by the defendant.

7.Mr.M.Guruprasad, learned counsel for the appellant/defendant submits that though in the plaint, the plaintiff has mentioned about two pronotes said to have been executed by the defendant, she had filed the suit only for one pronote, which would prove that no consideration passed in the suit pronote. His further contention is that, there are many contradictions between the evidences of P.W.1 to P.W.3. The plaintiff failed to prove the execution of the suit pronote and passing of consideration. Moreover, the plaintiff do not have sufficient means to lend loan to the defendant. Where as, the defendant is well affluent and there is no need for him to borrow any loan amount from the plaintiff. But



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the Courts below failed to consider the above facts in right perspective manner and decreed the suit in favour of the plaintiff which warrants consideration by this Court.

8.On the other hand, Mr.S.Sakthivel, the learned counsel for the respondent/plaintiff would submit that, in cases of suit on promissory note as per Section 118 of Indian Evidence Act, if the defendant admits the signature found in suit promissory note, the burden will be shifted to the defendant to rebut the said presumption. Where as, if the very execution of the suit promissory note is disputed by the defendant, the plaintiff is in strict proof of execution.

9.In the present case, the defendant has denied the execution of the suit promissory note. Hence, the plaintiff has examined himself as P.W.1 and other two witnesses as P.W.2 & P.W.3 who had categorically spoken about the very execution of the suit promissory note. Where as, the defendant failed to disprove the same. The Courts below rightly decreed the suit in favour of plaintiff which warrants any interference by this Court.



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10. Heard on both sides, records perused.

11. On perusal of records, it is seen that the execution of the suit pronote is established by the plaintiff by examining P.W.2 and P.W.3. They have spoken about the execution of the pronote and about the receipt of Rs.4,00,000/- by the defendant from the plaintiff on the date of the suit pronote. Moreover, the minor contradictions in the evidences of PW.1 to P.W.3 as rightly pointed out by the First Appellate Court are not material in nature. There is nothing on record to discard the above evidences of P.W.1 to P.W.3. Moreover, there is no intention proved against them, that the defendant should suffer a money decree. Moreover, the trial Court by invoking Section 73 of the Indian Evidence Act came to a conclusion that signature found in Ex.A1, found to be that of the defendant. Therefore, the execution and passing of consideration under the suit pronote is sufficiently established by the plaintiff through oral and documentary evidence. The Courts below have well considered the above facts and circumstances of the case and rightly decreed the suit in favour of the plaintiff. No perversity or infirmity found in the findings of the Courts below which warrants consideration by this Court.



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12.In the result,

(i) the second appeal is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

(ii) the judgment and decree dated 12.03.2025 passed in A.S. No.65 of 2022, on the file of the learned III Additional District & Sessions Judge, Dharapuram, confirming the Judgment and decree dated 21.07.2022 passed in O.S. No.162 of 2017, on the file of the learned Subordinate Judge, Kangeyam is upheld.

10.02.2026

Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order
vsn

To

1. The III Additional District & Sessions Judge, Dharapuram,
2. The Subordinate Judge, Kangeyam
3. The Section Officer, VR Section, High Court, Madras.



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K.GOVINDARAJAN THILAKAVADI,J.
vsn

Pre delivery judgment in
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