

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE P.B.SURESH KUMAR

WEDNESDAY, THE 4TH DAY OF NOVEMBER 2015/13RD KARTHIKA, 1937

RSA.No. 1110 of 2014 F

**JUDGMENT DATED 8.4.2014 IN AS 163/2011 OF ADDL. DISTRICT COURT-I,
MAVELIKKARA**

ORDER DATED 22.3.2011 IN OS 282/2006 OF MUNSIFF COURT, HARIPAD
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APPELLANT(S)/APPELLANTS/DEFENDANTS:

- 1. MANOHARAN, AGED 59 YEARS,
S/O.PARAMAN, VILAKATHAPARAMBIL, KUMARANALLOOR P.O.,
PALAKKAD DISTRICT.**
- 2. SUJATHA, AGED 42 YEARS,
W/O.MANOHRAN, VILAKATHAPARAMBIL, KUMARANALLOOR P.O.,
PALAKKAD DISTRICT.**

**BY ADVS.SRI.C.A.CHACKO
SMT.C.M.CHARISMA**

RESPONDENT(S)/RESPONDENT/PLAINTIFF:

**ANANDAN, AGED 68 YEARS,
S/O.MADHAVAN, KOTTARA THEKKATHIL,
KARUVATTA VADAKKUM MURI, KARUVATTA VILLAGE,
ALAPPUZHA - 688 005.**

BY ADV. SRI.ARUN CHANDRAN

**THIS REGULAR SECOND APPEAL HAVING COME UP FOR ADMISSION ON
04-11-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:**

msv/

P.B.SURESH KUMAR, J.

R.S.A.No.1110 of 2014

Dated this the 3rd day of November, 2015

JUDGMENT

The defendants in a suit for realisation of money are the appellants.

2. The case of the plaintiff is that the defendants borrowed a sum of Rs.80,000/- from him on 19.7.2004 against execution of Ext.A1 promissory note and they have not paid the amount covered by the promissory note when demanded by the plaintiff. The defendants contested the suit. The contention raised by the defendants in the written statement is that the first defendant was assisting the wife of the plaintiff for her money lending business and Ext.A1 promissory note is a document created making use of the

blank signed papers entrusted by the first defendant to the wife of the plaintiff towards security for the amounts handled by him on her behalf. The trial court rejected the contention raised by the defendants and decreed the suit. The appellate court on a re-appraisal of the evidence on record, confirmed the decision of the trial court. The defendants, who are aggrieved by the concurrent decisions against them have thus come up in this second appeal.

3. Heard the learned counsel for the appellants.

4. The learned counsel for the appellants contended that Ext.A1 is a promissory note which is materially altered by inserting the name of the plaintiff as also the number of the vehicle referred to therein and therefore, the plaintiff is not entitled to enforce the same.

5. The fact that the signatures contained in Ext.A1 promissory note are signatures put by the defendants is not in dispute. The case of the defendants is

only that Ext.A1 promissory note is a document prepared on a blank signed paper entrusted by the first defendant to the wife of the plaintiff. A perusal of Ext.A1 promissory note indicates that the signatures of the defendants are contained on a revenue stamp affixed over the writings in the promissory note. If Ext.A1 is a promissory note prepared on a blank signed paper as contended by the defendants, there would not have been any occasion to put the signatures on a revenue stamp affixed over the writings in the promissory note. Apart from that, the appellate court noticed that the defendants do not have a consistent case. As noticed above, the case set up by the defendants in the written statement is that Ext.A1 promissory note is one prepared on a blank signed paper entrusted by the first defendant. The suggestion made to the plaintiff who was examined as PW1 in the proceedings by the learned counsel for the defendants was, however, that Ext.A1 is a forged

document. In the said circumstances, it cannot be said that the conclusions arrived at by the courts below are incorrect or illegal in any manner. There is no question of law, much less any substantial question of law involved in this matter. The second appeal, in the circumstances is devoid of merits and the same is, accordingly, dismissed. All the interlocutory applications in the appeal are closed.

P.B.SURESH KUMAR, JUDGE.

smm