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make any payment either towards principal or the interest and hence, the plaintiff issued a notice on 28.12.2009 to the defendant, demanding him to repay the said loan with interest and the same was duly acknowledged on 30.12.2009. In such circumstances, the suit has been filed, seeking reliefs, as stated above.

4. The case of the Defendant, in a nutshell, as set out in the written statement, is that the defendant denied the borrowal of a sum of Rs.3,00,000/- from the plaintiff and execution of the suit promissory note on 05.09.2009; and he is not liable to pay principal or interest. The signature found in the pro-note is not that of him. The plaintiff is an agent of one Ranganathan, who has signed as a witness in the pro-note. There was enmity between the defendant and Ranganathan, regarding the Teacher's Union, in which they are the members of the Union. Ranganathan had fraudulently created a pro-note and filed the suit through the plaintiff. There is no privity of contract between himself and the plaintiff. Hence, the suit is liable to be dismissed.

5. On the pleadings of the parties, the following issues were framed by the Trial Court:-

" (i) Whether the defendant has executed the suit pronote dated 05.09.2009 in favour of the plaintiff after receiving a sum of Rs.3,00,000/- as alleged in the plaint?

(ii) Whether the suit pronote is forged as alleged by the defendant?

(iii) Whether the plaintiff is entitled for a decree for Rs.3,18,000/- with subsequent interest at 12% per annum on Rs.3,00,000/- from the date of plaint till realisation with costs."

6. Before the Trial Court, on the side of the Plaintiff, PW.1 and PW.2 were examined and Ex.A1 to Ex.A5 were marked. On the side of the Defendant, D.W.1 was examined and Ex.B1 to Ex.B4 were marked. Since by the impugned judgment, the suit was decreed, this Appeal Suit has been filed by the defendant.

7. This Court heard the learned counsel on either side.

8. The learned counsel for the appellant would submit that the suit promissory note is a forged one and that only at the instigation of one Ranganathan, the suit promissory note was created and a false case has been foisted against him and that



Ex.A1 promissory note was not proved by the plaintiff and that the Trial Court had erroneously give a finding in favour of the plaintiff, which is not sustainable and hence, he would pray to allow this appeal.

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9. The learned counsel for the respondent would submit that the burden of proof is on the defendant, to prove the forgery regarding Ex.A1 and that the execution of Ex.A1 was proved by valid evidence and that satisfying with the evidence, both oral and documentary, the court below had rightly decreed the suit.

10. This Court considered the submission of the learned counsel on either side and also perused the materials placed on record.

11. It is the stand of the defendant that the burden of proof lies on the plaintiff, but he miserably failed to discharge the same. But, in this case, the plaintiff had examined himself as PW1 and also to prove Ex.A1, he examined the scribe of Ex.A1 as PW2. The court below, had held that the plaintiff had proved his case through an oral and documentary evidence. Once the defendant has pleaded that the suit pro-note is a forged one, he has to take steps for proving the same by letting in convincing evidence, but, he miserably failed to do so. Hence, the said contention of the defendant is not sustainable. Therefore, this Court is of the view that the lower court had rightly decreed the suit by the impugned judgment and no interference is required by this court.

12. In fine, this Appeal Suit is dismissed. Consequently, the connected miscellaneous petition is closed. No costs.

SD/-
ASSISTANT REGISTRAR

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SUB ASSISTANT REGISTRAR

gv
To

1.The District Court,
Karaikal.



2.The Section Officer,
VR Section,
Madras High Court.

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+2cc to M/s.N.Mohideen Basha, Advocate Sr.5719

A.S.No.84 of 2014
and
M.P.No.1 of 2014

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srg 08/03/2022