



S.A.No.1274 of 2012

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 18.10.2024

CORAM :

THE HONOURABLE MR. JUSTICE K. RAJASEKAR

Second Appeal No.1274 of 2012
and
Miscellaneous Petition No.1 of 2012

Nagarajan

.. Appellant

Versus

N.Venkatesan

.. Respondent

Second Appeal filed under Section 100 of the Civil Procedure Code against the Judgment and decree dated 31.10.2012 passed in A.S. No. 62 of 2011 on the file of the III Additional District and Sessions Court, Cuddalore at Virudhachalam confirming the Judgment and Decree dated 29.08.2011 passed in O.S. No. 110 of 2010 on the file of the Sub Court, Neyveli.

For Appellant : Mr. M. Tamil Thendral Arasu

For Respondent : Mr. S. P. Vishnu Prasanth
For Mr. V. Nicholas

JUDGMENT

This Second Appeal has been filed, challenging the concurrent findings of the Courts below, whereby the suit for recovery of money filed by the plaintiff was decreed and the appellant herein was directed to pay a



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sum of Rs.1,50,000/- with interest at the rate of 12% per annum from the date of plaint till the date of decree and thereafter at the rate of 6% from the date of decree till the date of realisation.

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

3. The defendant, for the purpose of meeting his family expenses borrowed a sum of Rs.1,50,000/- from the plaintiff and agreed to repay the same with interest at the rate of 12% per annum and also executed a promissory note on 15.05.2010, promising to repay the same on demand of the plaintiff. Subsequently, the plaintiff requested the defendant to repay the same but the defendant failed to respond, hence, the plaintiff has issued a legal notice on 23.11.2010, calling upon the defendant to repay the entire loan amount with interest. But the defendant though received the same has not come forward to repay the same thereby, the plaintiff has come forward to file the suit for recovery of money.



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4. The defendant filed his written statement and contested the suit on the ground that he received only a sum of Rs.42,000/- along with his friend Kumar from one Raj on 15.12.2007. On the same day, they executed unfilled promissory note and handed over the same to his friend Kumar. Similarly, he had also executed an unfilled promissory note to one Rajasekar, Neiveli Township on behalf of P.K. Subramanian. Subsequently, his friend Kumar died and therefore, the defendant has repaid the entire loan amount borrowed through A.Kuravan Kuppam Ramachandran, Periyakurichi Selvam, Township Rajasekar and settled entire loan amount to Raj. These payments were made due to threat made by the said Raj. After repayment of the entire loan amount, he demanded to return of promissory note and the same was not returned back. Now with the help of plaintiff, the suit has been filed against the defendant. The defendant is a permanent employee of Neyveli Lignite Corporation Ltd., He never received any amount from the plaintiff and hence, he is not liable to pay any amount to the plaintiff.

5. Before the Trial Court, the plaintiff examined himself as P.W.1 and the attestors of promissory note were examined as P.W.2 and P.W.3 and Ex.P1 to Ex.P3 were marked. On the side of the defendants D.W.1 to D.W.4



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were examined but no document marked on his side.

6. Based on the pleadings made by both parties, the trial Court has framed the following issues.

“1. Whether the plaintiff is entitled to get the suit amount?

2. Is the promissory note is true?

3. To what other relief the plaintiff is entitled for?”

7. The Trial Court after analysing the evidence and after hearing the arguments had accepted the case of the plaintiff that the defendant has executed promissory note but failed to repay the loan amount thereby, the defendant is liable to pay the entire claim amount.

8. Aggrieved over the Judgment and Decree the defendant has filed Appeal before the III Additional District and Sessions Court, Cuddalore, Vridhachalam. The appellate Court, after hearing both side arguments agreed with the findings of the trial Court and after independently analyzing the evidence, confirmed the Judgment and Decree of the Trial Court.



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9. The Second Appeal has been filed by the defendant challenging the Judgments and Decree passed by the Trial Court and the Lower Appellate Court.

10. The Second Appeal was admitted and substantial questions of law also framed by this Court, as follows;-

“1. Whether the Courts below erred in law in decreeing the suit by drawing presumption under Section 118 of the Negotiable Instruments Act when the defendant's rebutted the said presumption by sufficient oral and documentary evidence and when the plaintiff failed to discharge the burden of proof after the rebuttal by the defendant?

2. Whether the Courts below erred in law in holding that Ex.A1 promissory note is supported by consideration by drawing presumption under Section 118 of the Negotiable Instruments Act even though the defendant rebutted the said presumption?

3. Whether Courts below erred in law in holding that the defendant borrowed the amount under Ex.A1 promissory note when the plaintiff failed to prove the consideration by producing the account books, bank statement, income tax returns, etc.?

4. Whether in law the Judgment and decree passed by the Courts below are sustainable when they have failed to consider and appreciate the oral and documentary evidence on record in their proper perspective and based their conclusions on mere surmises and conjectures?”



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11. The learned counsel appearing for the appellant/defendant submits that the defendant has examined almost 3 independent witnesses to prove the fact that the defendant had executed a promissory note only in favour of one Raj, who was examined as P.W.4. Even though, P.W.4-Raj has not supported the case of the defendant but from the other independent witnesses, the defendant has probabalized his case that he had received loan only from P.W.4 - Raj. Admittedly, the plaintiff has not proved the passing of consideration, by way of cash and by production of independent documents other than the promissory note. Since passing of consideration has not been established by the plaintiff, relying on presumption under Section 118 of the Negotiable Instruments Act is not proper. After examination of the defendant witnesses, the plaintiff has not discharge his burden of proof. Both the Courts erred in invoking Section 118 of the Negotiable Instruments Act in favour of the defendant in a case of this nature and thereby, prays to set aside the Judgment and decree.

12. Per Contra, the learned counsel appearing for the respondent/ plaintiff submits that there is no evidence to support the case of the



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defendant that he had executed a promissory note in favour of said Raj.

Even it is admitted that if he had executed promissory note in favour of one Raj, there is no evidence to show that promissory note executed in favour of Raj is the suit promissory note produced by the plaintiff herein. There is also no evidence produced to establish any relationship or collusion between the plaintiff and P.W.4 – Raj. The defendant himself has stated in his pleadings that he used to borrow loan from various persons and he has given names of 3 persons in the written statement and stated that he had executed promissory note for the loans borrowed, from them. He had conveniently denied the promissory note, executed in favour of the plaintiff. Based on the evidence for execution of promissory note even in the absence of Section 118 of the Negotiable Instrument Act, the plaintiff's case has been established and the defendant has to adduce contra evidence to probabilize his case thereby, both the Courts below have rightly dismissed the same and prays to dismiss the appeal.

13. I have considered the submissions made on both sides and also perused the records.



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14. The main defence taken by the defendant is that, he had received a loan amount of Rs.42,000/- but he subscribed signatures in the unfilled promissory note and handed over the same to one Kumar whereas, it is the case of the plaintiff that the defendant himself has borrowed a sum of Rs.1,50,000/- and executed a promissory note in his favour on 15.05.2010. The Demand Notice calling upon the defendant to pay the loan amount was also issued on 23.11.2010 and the defendant has not issued any reply notice or objections in this regard.

15. After decreeing the suit, the defendant has come forward to lodge a complaint on 09.01.2011 to the Neyveli Township Police alleging misuse of promissory note by P.W.4-Raj. The plaintiff was examined himself as P.W.1 and he has deposed in support of his pleadings. P.W.1 has also stated that the promissory note was written by P.W.2-Kumar and P.W.3-Karthick had subscribed his signature as witness. They have also stated in favour of execution of promissory note-Ex.P1. The only suggestion put by the defendant to P.W.2 and P.W.3 is that they are the friends of P.W.1 and thereby, they have come forward to adduce false evidence in favour of the plaintiff. Even though they admit that they are known to P.W.1 they denied



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that they are tendering false evidence. The evidence of P.W.1 for execution of promissory note which includes the receipt of Rs.1,50,000/- has been accepted by both the Courts below. This Court while hearing the Second Appeal against the concurrent finding, is not entitled to once again re-appreciate the evidence which were thoroughly analysed by the courts below.

16. The role of this Court while exercising jurisdiction under Section 100 of the Code of Civil Procedure has been considered by the Apex Court in various Judgments and in ***Hero Vinoth vs. Seshammal [2006 (5) SCC 545 : AIR 2006 SC 2234]*** has considered the various previous Judgments as held as follows:

“The principles relating to Section 100 of CPC, relevant for this case, may be summerized thus:-

(i) An inference of fact from the recitals or contents of a document is a question of fact. But the legal effect of the terms of a document is a question of law. Construction of a document involving the application of any principle of law, is also a question of law. Therefore, when there is misconstruction of a document or wrong application of a principle of law in construing a document, it gives rise to a question of law.



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(ii) The High Court should be satisfied that the case involves a substantial question of law, and not a mere question of law. A question of law having a material bearing on the decision of the case (that is, a question, answer to which affects the rights of parties to the suit) will be a substantial question of law, if it is not covered by any specific provisions of law or settled legal principle emerging from binding precedents, and, involves a debatable legal issue. A substantial question of law will also arise in a contrary situation, where the legal position is clear, either on account of express provisions of law or binding precedents, but the court below has decided the matter, either ignoring or acting contrary to such legal principle. In the second type of cases, the substantial question of law arises not because the law is still debatable, but because the decision rendered on a material question, violates the settled position of law.

(iii) The general rule is that High Court will not interfere with concurrent findings of the Courts below. But it is not an absolute rule. Some of the well recognized exceptions are where (i) the courts below have ignored material evidence or acted on no evidence; (ii) the courts have drawn wrong inferences from proved facts by applying the law erroneously; or (iii) the courts have wrongly cast the burden of proof. When we refer to 'decision based on no evidence', it not only refers to cases where there is a total dearth of evidence, but also refers to any case, where the evidence, taken as a whole, is not reasonably capable of supporting the finding."

17. In this case, both the Courts below have analyzed the evidence of

P.W.1 to P.W.3 and they have recorded their finding that the promissory



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note itself is sufficient to prove the passing of consideration since there is a clear acknowledgement of the receipt of the same. Further, the defendant has not denied the thumb impression or signatures. After the plaintiff has proved the consideration and the execution of the promissory note, then, the burden shifts on the defendant to probabilize his case that the promissory note was not executed in favour of the plaintiff.

18. The Apex Court in ***Kundan Lal Rallaaram vs. Custodian Evacuee Property, Bombay (AIR 1961 SC 1316)*** declared that the Section 118 of the Negotiable Instruments Act lays down a special rule of evidence. It enables the Court to presume that the negotiable instruments or the endorsement was made or endorsed for consideration and the burden of proof of failure of consideration is thrown on the maker of the note or the endorser as the case may be.

19. In ***Bharat Barrel and Drum Manufacturing Company vs. Amin Chand Payrelal [1993 (3) SCC 35]*** the Apex Court has considered the scope of both Section 118 of Negotiable Instruments Act and burden of proof in paragraph No.12 it is observed as follows:



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“12. This Court in **Kundan Lal Rallaaram v. Custodian Evacuee Property, Bombay** MANU/SC/0422/1961 : AIR (1961) SC 1316 declared the Section 118 of the Act lays down a prescribed special rule of evidence applicable to negotiable instruments. The presumption contemplated thereunder is one of law which obliges the Court to presume, inter alia, that the negotiable instruments or the endorsement was made or endorsed for consideration and the burden of proof of failure of consideration is thrown on the maker of the note or the endorser as the case may be. Relying upon the law laid down in **Rameshwar Singh v. Bajit Lal** MANU/MH/0029/1929 : (1929)31BOMLR721 approved by this Court in **Hiralal v. Badkulal** MANU/SC/0004/1953 : [1953]4SCR758 , it was held:

This section lays down a special rule of evidence applicable to negotiable instruments. The presumption is one of law and thereunder a court shall presume, inter alia that the negotiable instrument or the endorsement was made or endorsed for consideration. In effect it throws the burden of proof of failure of consideration on the maker of the note or the endorser, as the case may be. The question is, how the burden can be discharged? The rules of evidence pertaining to burden of proof are embodied in Chapter VII of the Evidence Act. The phrase 'burden of proof has two meanings - one the burden of proof as a matter of law and pleading and the other the burden of establishing a case, the former is fixed as a question of law on the basis of the pleadings and is unchanged during the entire trial, whereas the latter is not constant but shifts as soon as a party adduces sufficient evidence to raise a presumption in his favour. The evidence required to shift the burden need not necessarily be direct evidence, i.e., oral or documentary evidence or admissions made by opposite party it may comprise circumstantial evidence or presumptions of law or fact.



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To illustrate how this doctrine works in practice, we may take a suit on a promissory note. Under Section 101 of the Evidence Act, "Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist." Therefore, the burden initially rests on the plaintiff who has to prove that the promissory note was executed by the defendant. As soon as the execution of the promissory note is proved, the rule of presumption laid down in Section 118 of the Negotiable instruments Act helps him to shift the burden to the other side. The burden of proof as a question of law rests, therefore, on the plaintiff; but as soon as the execution is proved, Section 118 of the Negotiable Instruments Act imposes a duty on the Court to raise a presumption in his favour that the said instrument was made for consideration. This presumption shifts the burden of proof in the second sense, that is the burden of establishing a case shifts to the defendant. The defendant may adduce direct evidence to prove that the promissory note was not supported by consideration, and, if he adduced acceptable evidence the burden again shifts to the plaintiff, and so on. The defendant may also rely upon circumstantial evidence and, if the circumstances so relied upon are compelling, the burden may likewise shift again to the plaintiff. He may also rely upon presumptions of fact, for instance those mentioned in Section 114 and other Sections of the Evidence Act. Under Section 114 of the Evidence Act "The Court may presume the existence of any fact which it think likely to have happened, regard being had to the common course of natural events human conduct and public and private business, in their relation to the facts of the particular case." Illustration (g) to that Section shows that the Court may presume that evidence which could be and is not produced would, if produced, be unfavourable to the person who



withholds it. A plaintiff, who says that he had sold certain goods to the defendant and that a promissory note was executed as consideration for the goods and that he is in possession of the relevant account books to show that he was in possession of the goods sold and that the sale was effected for a particular consideration, should produce the said account books, for he is in possession of the same and the defendant certainly cannot be expected to produce his documents. In those circumstances, if such a relevant evidence is withheld by the plaintiff, S. 114 enables the Court to draw a presumption to the effect that, if produced, the said accounts would be unfavourable to the plaintiff. This presumption, if raised by a court can under certain circumstances rebut the presumption of law raised under Section 118 of the Negotiable Instruments Act. Briefly stated, the burden of proof may be shifted by presumptions of law or fact, and presumptions of law or presumptions of fact may be rebutted not only by direct or circumstantial evidence but also by presumptions of law or fact. We are not concerned here with irrebuttable presumptions of law.”

20. Further, the Apex Court, after considering the various previous Judgments of the Apex Court and also the Judgments of various High Courts as held in concluding paragraph as follows:

“Upon consideration of various Judgments as noted hereinabove, the position of law which emerges is that once execution of the promissory note is admitted, the presumption under Section 118(a) would arise that it is supported by consideration. Such a presumption is rebuttable. The defendant can prove the non-existence of consideration by raising a probable defence. If the defendant is proved to have discharged



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the initial onus of proof showing that the existence of consideration was improbable or doubtful or the same was illegal, the onus would shift to the plaintiff who will be obliged to prove it as a matter of fact and upon its failure to prove would dis-entitle him to the grant of relief on the basis of the negotiable instrument. The burden upon the defendant of proving the non-existence of the consideration can be either direct or by bringing on record the preponderance of probabilities by reference to the circumstances upon which he relies. In such an event the plaintiff is entitled under law to rely upon all the evidence led in the case including that of the plaintiff as well. In case, where the defendant fails to discharge the initial onus of proof by showing the non-existence of the consideration, the plaintiff would invariably be held entitled to the benefit of presumption arising under Section 118(a) in his favour. The court may not insist upon the defendant to disprove the existence of consideration by leading direct evidence as existence of negative evidence is neither possible nor contemplated and even if led is to be seen with a doubt. The bare denial of the passing of the consideration apparently does not appear to be any defence. Something which is probable has to be brought on record for getting the benefit of shifting the onus of proving to the plaintiff. To disprove the presumption the defendant has to bring on record such facts and circumstances, upon consideration of which the court may either believe that the consideration did not exist or its non-existence was so probable that a prudent man would, under the circumstances of the case, shall act upon the plea that it did not exist. We find ourselves in the close proximity of the view expressed by the Full Benches of the Rajasthan High Court and Andhra Pradesh High Court in this regard.”



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21. The defendant has made a genuine attempt by calling upon D.W.4-Raj to adduce evidence on his side and D.W.4 has deposed that he was employed at Neyveli Lignite Corporation Ltd. It was suggested to him that the defendant has borrowed a sum of Rs.45,000/- and executed unfilled promissory note and lodging of criminal complaint against P.W.4 but he denied all those facts. He had stated that he is one of the borrowers of the loan from the plaintiff and since he was not able to repay the same, decree has been passed against P.W.4. In the cross examination, he has also stated that the defendant has never borrowed any money from P.W.4 and he had not demanded any money from the defendant and he had not received any unfilled promissory note from the defendant. Whereas, D.W.2 and D.W.3, the independent witnesses have stated that the defendant has borrowed a sum of Rs.40,000/-. D.W.1 had stated that he has not known about the various loans received by the defendant. The plaintiff also filed a separate money suit against D.W.2 before the Sub Court, Cuddalore. The defendant has borrowed money from D.W.4 and the defendant has executed unfilled promissory note in favour of D.W.4-Raj. The defendant has also not called for any presentation of the account books or income tax returns of the plaintiff. Having failed to do so, it cannot be contended that the plaintiff



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has failed to prove the passing of consideration by producing corroborative materials such as account books, income tax returns, etc.

22. D.W.3 - Rajasekaran has also deposed to the effect that the defendant has borrowed loan from D.W.4-Raj and executed an unfilled promissory note. D.W.2 and D.W.3 have also stated that they have also borrowed money from the plaintiff and there is a decree passed against them. D.W.1 to D.W.4 all are working at Neyveli Lignite Corporation Ltd. However, they have admitted that they do not know about the various loans borrowed by the defendant from various persons.

23. A Combined reading of the defendant side witnesses only shows that they have come up with the case that D.W.4-Raj acted like an agent for the plaintiff and through him, D.W.1 to D.W.3 have borrowed loans and promissory note executed by them and later it was misused by the plaintiff. The fact remains that misusing of promissory note executed in favour of Raj is to be proved by the defendant herein. Even though their evidences only shows that they have received loan from Raj there is no evidence to substantiate their oral evidence. They are not able to establish any collusion



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between P.W.4-Raj and the plaintiff. Whereas, the evidence of D.W4 shows that the defendant himself has filed the Civil Suit against Raj for recovery of money.

24. In the absence of any proof establishing the collusion between the plaintiff and the said Raj, and in the absence of any repayment of loan as stated by the defendant in his evidence and pleadings, the evidence adduced on the side of the plaintiff's side, shall be placed on higher pedestal since their evidence is supported by the promissory note-Ex.A1 and consequent legal notice issued which was not replied by the defendant. The defendant had come forward to lodge a complaint only the year 2011 that too, after decree being passed against him.

25. A Learned Single Judge of this Court in *Kuppayammal Vs. A. Sitheswaran and Ors. in S.A. Nos. 281, 282, 283 and 284 of 1998, dated 30.06.2011* was considered the meaning for the word 'Execution' and applicability of Section 20 of the Negotiable Instruments Act, by importing definition of the word 'Executed' and 'Execution' stated in the Indian Stamp Act, 1899 as observed that once the signature or thumb impression are



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affixed in the promissory note, this Act is sufficient to fall within the definition of execution of promissory note. It is observed in following words in paragraph Nos.23 to 28 as follows:

“23. The word executed was not defined in the [Negotiable Instruments Act](#), but in the [Indian Stamp Act 1899](#), [section 2\(12\)](#) deals with executed and execution and it is stated that executed and execution used with reference to instruments, mean signed and signature. Therefore, as per the [Indian Stamp Act](#), when a person signed an instrument, which is defined under [Section 2\(14\)](#) it amounts to execution of the instrument. Therefore, even assuming that the defendants only put their signatures in blank promissory notes, having regard to the provision of [section 2\(12\)](#) and [2\(14\)](#) of the Indian Stamp Act, it can be held that they have admitted the execution of the document. However, according to me, the respondents/defendants failed to prove that they have only signed their names in the blank promissory notes and in the absence of discharging that initial burden on their part, the plaintiffs are entitled to draw presumption under [section 118](#) of the Negotiable Instruments Act that the promissory notes were executed for consideration received and this was not properly appreciated by the Lower Appellate Court.

24. Once execution is admitted, the plaintiff is entitled to draw presumption under [section 118](#) of the Negotiable Instruments Act and it is for the defendants to rebut the presumption. As stated supra, no evidence worth the name was let in by the defendants to disprove the presumption drawn in favour of the plaintiffs under [section 118](#) of the Negotiable Instruments Act.



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25. *As regards the contention of the learned Senior Counsel Mr.S.V.Jayaraman, appearing for the respondents that having regard to the case of the defendants that they have only affixed their thumb impression and put their signatures in blank promissory notes, the plaintiffs are not entitled to the benefits of [section 20](#) of the Negotiable Instruments Act, in my opinion, that argument cannot be accepted in the light of the provisions of [sections 7, 8 and 9](#) as stated supra.*

26. *As per [section 20](#) of the Negotiable Instrument Act, where one person signs and delivers to another a person a paper stamped in accordance with the law relating to negotiable instruments then in force, and either wholly blank or having written thereon an incomplete negotiable instrument, he thereby gives prima facie authority to the holder thereof to make or complete, as the case may be upon it a negotiable instrument, for any amount specified therein and not exceeding the amount covered by the stamp.*

27. *It is further stated that a person so signing shall be liable upon such instrument, in the capacity in which he signed the same, to any holder in due course for such amount. It was also provided that no person other than a holder in due course shall recover from the person delivering the instrument anything in excess of the amount intended by him to be paid thereunder. Therefore, as per [section 20](#) of the Negotiable Instruments Act, authority was given to the holder of the blank promissory note by the executant to complete the same and the person signing such instrument is liable to any holder in due course for such amount. According to me, this section can be considered only when the defendants prove to the satisfaction of the Court that they only gave blank promissory notes with*



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their signatures and it was filled up by the plaintiffs later.

28. I have already held that the defendants have not discharged that initial burden and they have only stated that they have given blank promissory notes with signatures and in the absence of any satisfactory proof and that they only gave the blank promissory notes with signature, having regard to the provision 2(12) and 2(14) of the [Indian Stamp Act](#), even assuming the defendants have given blank promissory notes with signature, it will amount to execution.”

26. Section 118(a) of the Negotiable Instruments Act would come into play, when the plaintiff is able to establish the proper execution of the promissory note. In this case, the plaintiff has proved the execution but the defendant was unable to probabalize his case that he has borrowed loan only with Raj and it has been repaid. Except bare denial of passing of consideration by examining his side evidences, the defendant was not able to improves or probabilise his case of non-existence of consideration. Having accepted the signature and thumb impression, he was not able to probabilise his case for shifting the onus of proof to the plaintiff. The evidence adduced on the side of the defendant has not been misread by the Courts below and they have properly appreciated the evidence.



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27. Thereby, the substantial questions of law 1 to 4 are answered to the effect that, if Section 20 of the Negotiable Instruments Act is attracted, then, the burden of non-execution of the negotiable instrument lies on the person, who denies the execution. Similarly, if the execution of the promissory note, *prima facie* established by the plaintiff, by examining witnesses, who speaks about the execution including passing of consideration and subscribing signature by the executor, then, the burden shifts on the defendant to prove the failure of consideration.

28. In this case, except the oral evidence of some of the witness unconnected with the documents, no corroborative evidence for their oral evidence produced to probabalise the case of the defendant more importantly, non passing of consideration. This type of evidence is not sufficient to discharge the burden to rebut the presumption provided under Section 118(a) of the Negotiable Instruments Act. The non-production of account books, income tax returns by the plaintiff is not necessary, in the absence of prior notice to produce documents. As in this case, no notice is served for production of account books and income tax returns, no adverse inference could be drawn against the plaintiff.



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29. Therefore, I am of the view that both the Courts have not erred in drawing a presumption under Section 118(a) of the Negotiable Instruments Act against the defendant. Both the Courts have rightly held that the execution of promissory note itself is sufficient to prove the passing of consideration, hence rightly decreed the suit.

30. In the result, the Second Appeal is dismissed. The Judgment and Decree dated 31.10.2012 passed in A.S. No. 62 of 2011 on the file of the III Additional District and Sessions Court, Cuddalore at Virudhachalam confirming the Judgment and Decree dated 29.08.2011 passed in O.S. No. 110 of 2010 on the file of the Sub Court, Neyveli are hereby confirmed. No order as to costs. Consequently, the connected miscellaneous petition stands closed.

18.10.2024

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Index : Yes / No

Speaking Order : Yes/No

Neutral Citation Case : Yes/No



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To

1. The III Additional District and Sessions Judge,
Cuddalore at Virudhachalam.
2. The Sub Judge, Neyveli.
3. The Section Officer,
VR Section,
High Court of Madras



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K.RAJASEKAR,J.,

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