

A.S.No.875 of 2019

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 08.09.2025
PRONOUNCED ON : 16.10.2025

CORAM:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

A.S. No. 875 of 2019
and
C.M.P. No.26710 of 2019

Rajendran
S/o. Chiravanathan
No.5/1043A, Vinayagar Koil Street,
Senthil Nagar, Collectorate Post,
Lakkiyampatti,
Dharmapuri District 636 705. ... Defendant/Appellant

Versus

Shanmugam
S/o.Venkatagiri
Senenayakanahalli Village,
Kopakarai Post,
Thenkannikottai Taluk,
Krishnagiri District. ... Plaintiff/Respondent

PRAYER in A.S.:

First Appeal filed under Section 96 of the Civil Procedure Code read with under Order 41 Rules 1 and 2 of CPC against the judgment and decree dated 27.03.2019 made in O.S.No.78 of 2016 on the file of the Additional District Court, Hosur.

PRAYER IN C.M.P.:



A.S.No.875 of 2019

WEB COPY

To stay the operation of the decree dated 27.03.2019 made in O.S.No.78 of 2016 on the file of the Additional District Court, Hosur.

APPEARANCE OF PARTIES:

For Appellant : Mr.N.Krishna Kumar for
M/s.Sarvabhauman Associates,
Mr. S. Mukunth, Advocates.

For Respondent : Mr.P.Satheesh Kumar,
Ms.G.Pramila, Advocates.

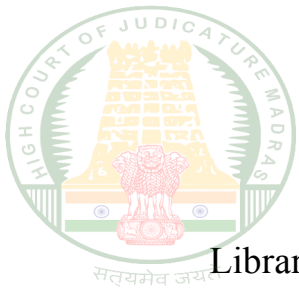
J U D G M E N T

Heard.

2.This Appeal Suit is preferred by the defendant against the judgment and decree dated 27.03.2019 passed in O.S. No. 78 of 2016 by the learned Additional District Judge, Hosur, whereby the suit filed by the plaintiff for recovery of Rs, 13,59,333/- based on a promissory note was decreed in full with interest and costs.

3.For convenience, the parties are referred to as per their rank before the trial court.

4.The plaintiff's wife, Tmt. Manju, was serving as a Branch

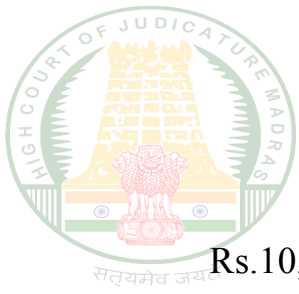


A.S.No.875 of 2019

Librarian at Tenkanikottai, while the defendant was the District Library Officer at Krishnagiri. Owing to their professional association, both families developed close friendship. During that period, the plaintiff and his wife extended financial assistance to the defendant's family for household expenses and for repayment of a housing loan.

5. On 09.11.2013, at Royakottai, in the presence of witnesses, the defendant borrowed Rs.10,00,000/- in cash from the plaintiff towards meeting family expenses and repayment of his housing loan. He executed a promissory note agreeing to repay the sum with interest at Re.1 per Rs.100 per month (i.e., 12% per annum) and undertook to discharge the debt on demand and to return the promissory note on settlement.

6. Despite repeated personal demands, the defendant failed to repay. On 05.06.2016, when the plaintiff met him at Mukkalanayakkanpatti village, the defendant assured repayment within a month after his daughter's marriage. Even thereafter, he defaulted. The plaintiff issued a legal notice dated 22.10.2016, which was returned unserved on 03.11.2016, marked "left for Chennai." Consequently, the plaintiff instituted the present suit to recover Rs.13,59,333/- (comprising



A.S.No.875 of 2019

Rs.10,00,000/- principal and Rs.3,59,333/- interest), together with further interest at 12% per annum and costs.

7.The defendant denied the borrowing and the execution of any promissory note. He contended that the alleged promissory note was fabricated by the plaintiff and his wife, Manju, who was working under his administrative control. According to him, when he declined her transfer request for administrative reasons, she and her husband conspired to forge a promissory note using his signature from office records.

8.He denied any financial transaction or personal acquaintance with the plaintiff. He alleged that both the plaintiff and Manju had visited his native village, Mukkalanayakkanpatti, on 12.06.2016 and his residence at Bharat Bank Colony, Dharmapuri, on 18.12.2016, threatening him and his family. He remained silent, on account of his daughter's marriage. He also claimed to have issued a reply to legal notice dated 06.01.2017 denying the plaintiff's allegations. He pleaded



A.S.No.875 of 2019

that the suit was barred by limitation and sought dismissal with costs.

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9.The following issues were framed in the trial court:

- 1.Whether the plaintiff is entitled to recover Rs.10,00,000/- with interest from the defendant?
- 2.Whether the promissory note was fraudulently created by the plaintiff?
- 3.To what other relief, if any, is the plaintiff entitled?

Before the trial court, the plaintiff examined P.Ws.1 to 3 and marked Exhibits A1 to A11. The defendant examined himself as D.W.1 and produced Exhibits B1 to B21. The suit was decreed in entirety.

10.Upon hearing the parties and examining the record, the following issues arise for determination in this appeal:

- 1.Whether the plaintiff proved the execution of suit promissory note by the defendant?
- 2.Whether the appeal is to be allowed?

Issues No.1 and 2:

11.The defendant denies the execution of the suit promissory note; hence burden is upon the plaintiff to prove the execution, irrespective of the fact that the petition filed by the defendant to send the suit promissory note to the forensic department for handwriting expert



A.S.No.875 of 2019

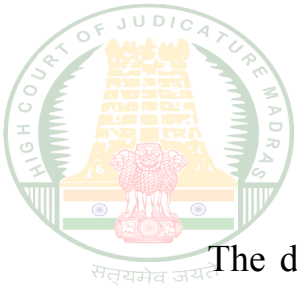
opinion was dismissed.

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12.To prove a promissory note when execution is denied, the plaintiff must first establish the genuineness of the signature. Once proved, the burden shifts to the defendant to show absence of consideration. Proof may be adduced through attesting witnesses, the scribe, or expert evidence. Upon such proof, the statutory presumption under Section 118(a) of the Negotiable Instruments Act arises in favour of the plaintiff.

13.A promissory note is not required to be attested; hence, it can be proved like any other document. In this case, the plaintiff examined himself (P.W.1), an attesting witness (P.W.2), and the scribe (P.W.3). Nothing was elicited in cross-examination to discredit their testimony. Their evidence remained unimpeached.

14.P.W.1 (plaintiff) reiterated the plaint averments. He stated that he borrowed Rs.5,00,000/- from one Madhammal (Ex.A6), executed through the scribe Mani at a tea shop in Rayakottai, and immediately lent Rs.10,00,000/- (his own funds plus the said borrowing) to the defendant.



A.S.No.875 of 2019

The defendant purchased the stamp paper and executed the promissory note (Ex.A1) in the presence of Madhammal, Rajendran, and Mani.

15.P.W.2 (Madhammal) one of the witness found in the promissory note corroborated the transaction, confirming she lent Rs. 5,00,000/- to the plaintiff, and that the plaintiff in turn handed over Rs.10,00,000/- to the defendant. She identified the defendant and the scribe.

16.P.W.3 (Mani, Village Administrative Officer) deposed that he scribed both promissory notes on 09.11.2013 at the Rayakottai tea shop and identified his handwriting and signatures.

17.The evidence of the witnesses are consistent and credible. The defendant, despite denying his signature, did not produce any rebuttal evidence or examine witnesses. His petition for referring the disputed signature to a handwriting expert was dismissed both by the trial court and by the High Court in C.M.P. No. 3 of 2018.

18.The contention that the promissory note was forged out of departmental hostility is found baseless. The documents produced by the



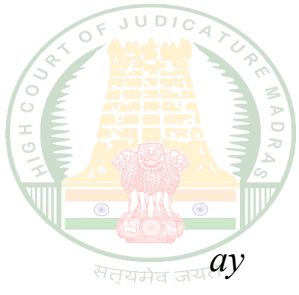
A.S.No.875 of 2019

WEB COPY

defendant pertained only to official matters and not to any personal enmity. The defendant admitted that the plaintiff and his wife visited his native village but alleged they threatened him. Being a senior officer, if such an incident had occurred, he would have lodged a police complaint or initiated departmental action against Manju, his subordinate. His failure to do so and the excuse that he remained silent because of his daughter's marriage are not convincing. His defence appears to be an afterthought. Therefore, this Court concurs with the trial court that the plaintiff has satisfactorily proved the execution of Ex.A1 promissory note by the defendant and that it was supported by valid consideration. The statutory presumption stands un rebutted. Thus, these issues are answered.

19.In the result the judgment and decree dated 27.03.2019 passed in O.S. No. 78 of 2016 by the learned Additional District Judge, Hosur, are hereby confirmed. The appeal is dismissed with costs. Any connected civil miscellaneous petitions are closed.

16.10.2025



A.S.No.875 of 2019

WEB COPY

Index: Yes / No

Speaking Order / Non-speaking Order

Neutral Citation : Yes / No

To

1.The Additional District Court, Hosur.

2. The Section Officer,
V.R.Records, Madras High Court.



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A.S.No.875 of 2019

DR. A.D. MARIA CLETE, J

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PRE DELIVERY JUDGMENT
A.S. No. 875 of 2019
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