



A.S.(MD)No.98 of 2019

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Date of Reserving the Judgment	Date of Pronouncing the Judgment
09.10.2025	31.10.2025

CORAM:

**THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN
and
THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR**

**A.S.(MD)No.98 of 2019
and
C.M.P.(MD)No.5188 of 2019**

K.N.Subramani alias K.N.Subramanian ... Appellant / Defendant

vs.

S.Rathnakumar (died)

1.Nallammal

2.Gowri

3.Thivakar

4.Jawahar

... Respondents / Plaintiff 2 - 5



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PRAYER : Appeal Suit filed under Section 96 Civil Procedure Code against the judgment and decree dated 26.07.2018 passed in O.S.No.20 of 2017, on the file of Additional District Court, Karur.

For Appellant	: Mr.J.Barathan for Mr.S.I.Muthiah
For Respondents	: Mr.M.P.Senthil

JUDGMENT

C.V.KARTHIKEYAN, J.

The defendant in O.S.No.20 of 2017 on the file of the Additional District Court, Karur, is the appellant herein.

2. O.S.No.20 of 2017 was originally filed by S.Rathna Kumar against the appellant herein, K.N.Subramani @ K. N. Subramanian, seeking a judgment and decree directing the defendant to pay a sum of Rs.26,25,280/- together with subsequent interest and costs.



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O.S.No.20 of 2017 [Additional District Court at Karur]:-

3. In the plaint, it had been stated that on 02.09.2010, the defendant had borrowed a sum of Rs.16,00,000/- from the plaintiff for business purposes and agreed to repay the same with interest at Rs.1.80 per month per Rs.100/-. The defendant had also executed a promissory note after receiving the entire consideration. It had been further stated that, in spite of repeated demands, the defendant did not pay any amount either towards the principal or towards the interest. The plaintiff had then issued a notice dated 10.07.2013, calling upon the defendant to pay the entire amount due under the promissory note. It had been further stated that the defendant did not reply to the said notice. It was under those circumstances that the suit had been filed for the relief stated above.

4. During the pendency of the suit, the plaintiff died intestate on 28.08.2016. Thereafter, his legal heirs were impleaded as plaintiffs 2 to 5.

5. In the written statement, the defendant stated that he did not know the plaintiff and that he did not borrow any amount from the plaintiff either on 02.09.2010 or on any other date. He specifically denied having borrowed a sum



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of Rs.16,00,000/- or having agreed to repay the same with interest as stated in the plaint. He also denied execution of the promissory note.

6. He also denied that there were any demands made by the plaintiff for repayment of the amount. He further stated that he had never seen the plaintiff before. He stated that the plaintiff was a native of Paramathi Velur and might be a close relative of one Devaraj @ Devannan, who happened to be the defendant's business partner in a real estate venture and who had subsequently turned against the defendant. It had been stated that the defendant had no necessity to borrow any money from the plaintiff. He denied receipt of the suit notice. He also stated that the promissory note was forged and concocted with the assistance of the said Devaraj @ Devannan. He further stated that there was no consideration that passed under the promissory note. He claimed that the suit was liable to be dismissed. He also reserved his right to file an additional written statement but did not file any such statement.

7. On the basis of the above pleadings, the following issues were framed for trial:



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- "(i) Whether the suit promissory note is a forged one?*
- (ii) Whether the suit promissory note is supported by consideration?*
- (iii) Whether the plaintiff is entitled to the suit claim as prayed for?*
- (iv) To what other reliefs, if any, are the plaintiffs entitled?"*

8. During the trial, two witnesses were examined on the side of the plaintiffs, namely, the third plaintiff, Gowri, as P.W.1, and Jayaprakash as P.W.2. The defendant examined himself as D.W.1 and further examined Anbalagan as D.W.2, Devaraj @ Devannan as D.W.3, and Bakayaraj as D.W.4.

8.1. The plaintiffs marked the original promissory note dated 02.09.2010 as Ex.A1 and a copy of the notice dated 10.07.2013 as Ex.A2. The defendant marked a copy of the driving licence of D.W.2 Anbalagan as Ex.B1 and a General Power of Attorney executed by S.Devaraj dated 09.02.2007 as Ex.B2.

9. On examination of the oral and documentary evidence, the learned Trial Judge found that there were contradictions between the evidence of D.W.2 and D.W.3 and also took note of the admission of the defendant that he had not issued



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any reply to the suit notice, since, according to him, the promissory note was a forged one. The learned Trial Judge was of the opinion that the conduct of the defendant would show that he was aware of the contents of the notice but had chosen not to issue any reply. The learned Trial Judge further held that, since the original promissory note had been marked in evidence, the onus was on the defendant to prove that the signature therein was not his and that he had failed to establish the same. The learned Trial Judge accordingly held that the promissory note was not forged and that it was supported by consideration, and therefore decreed the suit with costs.

10. Challenging the said judgment and decree, the defendant has filed the present appeal.

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11. Heard arguments advanced by Mr.J.Barathan, learned counsel for the appellant and Mr.M.P.Senthil, learned counsel for the respondents.



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12. It is the contention of Mr.J.Barathan, learned counsel for the appellant that, during the pendency of the suit, the plaintiff had died and his legal representatives had been brought on record. The learned counsel contended that, in order to further continue with the suit, the legal representatives ought to have produced documents to establish their succession to the debt of the deceased plaintiff.

13. In this connection, the learned counsel placed reliance on Section 214 of the Indian Succession Act, 1925. He argued that the Court could not pass a decree in favour of the legal representatives of a deceased creditor against his debtor unless a probate, letters of administration, or a succession certificate had been produced. In this regard, the learned counsel placed reliance on the following judgments:-

(i) **Vijaya and others vs. M.Perumathal (died) and another** reported in **2023 SCC OnLine Mad 684**, wherein a learned Single Judge held that in a case where the sole plaintiff had died and a Will was propounded, and the legatee sought to implead himself as the plaintiff, the production of probate or letters of administration was an essential condition to claim the rights of the deceased



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plaintiff. It was further held that the Court could proceed to pass a final decree, but the decree should not be executed until the production of the probate or letters of administration.

(ii) **Daya Narain Khatri and others vs. Suresh Kumar Gupta and another** reported in **1998 (46) DRJ**, wherein a learned Single Judge of the Delhi High Court, in proceedings under Sections 14 and 17 of the Arbitration Act, 1940, dealt with a situation where the claimant had expired and an application under Order XXII Rule 3 C.P.C. to bring on record the legal representatives was allowed, subject to the production of letters of administration or a succession certificate in respect of the claim amount. Later, that condition was removed and the matter was posted for final arguments. It was held that the deletion of the said condition was valid, as there was no bar to proceed with the enquiry, though a decree could not be passed without production of such documents.

(iii) **T.Balasubramanian vs. M.Kanthasamy** reported in **2013 (1) LW 938**, wherein the practice of marking only the signature portion of a document and concealing the remaining portion was deprecated. The learned counsel relied



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on this judgment to contend that, during the trial, while the appellant was confronted with his signature in the promissory note, the signature alone had been shown to him by folding the document. It was therefore argued that the alleged admission of the appellant regarding his signature cannot withstand judicial scrutiny.

(iv) **Raman Namboodiri vs. Chaldean Syrian Bank Ltd.** reported in **AIR 1960 Ker 84 : 1959 SCC OnLine Ker 152**, wherein a suit was filed seeking transfer of fixed deposit amounts standing in the name of the plaintiff's predecessor-in-title. When a proper succession certificate was not produced, it was held that, under Section 214 of the Indian Succession Act, 1925, a decree could not be passed by a Court except upon production by the persons claiming of a succession certificate specifying the debt.

(v) **Viyyumma and others vs. Official Liquidator, High Court of Kerala** reported in **AIR 1999 Ker 190 : 1999 SCC OnLine Ker 18**, wherein an application was made to the Official Liquidator to issue a cheque towards dividend payable to a deceased person, and the Official Liquidator had stated that

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such payment could be made only upon production of a succession certificate. It was held that the amount could be disbursed only when a succession certificate was produced or, if permissible, upon production of a certificate from the Administrator General under the relevant Act.

(vi) **Mallavarapu Kasivisweswara Rao vs. Thadikonda Ramulu Firm and others** reported in **(2008) 7 SCC 655**, wherein it was held that "*if the defendant is proved to have discharged 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 would be obliged to prove it as a matter of fact and upon its failure to prove would disentitle him to the grant of relief on the basis of the negotiable instrument.*"

14. The learned counsel for the appellant, placing reliance on the ratio laid down in the aforementioned judgments, vehemently contended that the appeal deserved to be allowed and the suit to be dismissed.

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15. Mr.M.P.Senthil, learned counsel for the respondents, however, disputed the contentions raised by the learned counsel for the appellant. In this connection, reliance was placed on the following judgments:-

(i) **Ramanatha Reddy vs. Kuppuswami Mudaliar and others** reported in **AIR 1971 Mad 419**, wherein it was held that, in view of Order XXII Rule 12 C.P.C., an execution petition does not abate on the death of the petitioner, and the legal representatives may continue the proceedings by substituting themselves. The execution proceedings could then proceed without any further necessity to prove that the legal representative is a person entitled to execute the decree. It was further held that only when a fresh execution petition is filed by the legal representative, Section 214 of the Indian Succession Act, 1925, would be attracted.

(ii) **Koduri Sitarama Rao and others vs. Matangi Victoria and others** reported in **2024 Supreme (AP) 566**, wherein it was held that a promissory note is enforceable even if a succession certificate is not produced at the time of filing the suit, provided it could be produced later at the time of execution.



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(iii) **Akula Mabukhan vs. Rajamma and others** reported in **AIR 1963 AP 69**, wherein the Division Bench considered whether the continuation of an execution petition filed by the decree-holder himself, by his legal representatives, is governed by Section 214(1)(b) of the Indian Succession Act, 1925. The Division Bench held that the provision applies only to the initiation of execution proceedings and not to the continuation of proceedings already started by the decree-holder.

(iv) **N.Dhanabagyam vs. J.Rajeswari** reported in **2025 Supreme (Online) (Mad) 49202**, wherein it was held that the purpose of Section 214 of the Indian Succession Act, 1925 is to ensure that the debtor pays the correct representative of the creditor. It was further held that non-production of a succession certificate at the time of filing the suit will not result in a non-suit; however, the succession certificate must be produced at the time of enforcement of the decree.

(v) A judgment dated **03.02.2020** in **S.A.No.1265 of 2019** [**Ramasamy and another vs. M.Palaniappan (Died) and others**], wherein it was held that when the status of the legal representatives is admitted, there is no need to insist

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that the legal heirs can proceed with the suit only after obtaining a succession certificate.

(vi) **Kundan Lal Rallaram vs. The Custodian, Evacuee Property, Bombay** reported in **AIR 1961 SC 1316 : 1961 SCC OnLine SC 10**, wherein it was held that the initial burden to prove execution of a promissory note lies on the plaintiff, and once execution is established, the onus shifts to the defendant. It was further held that under Section 118 of the Negotiable Instruments Act, 1881, the Court is obliged to raise a presumption in favour of the fact that the instrument was made for consideration.

(vii) A judgment dated **28.02.2025** in **A.S.(MD)No.67 of 2021** [**Tmt.Veerammal and others vs. Tmt.M.Murugalakshmi**], wherein it was held that once the plaintiff proves execution of a promissory note, the burden shifts to the defendant to produce evidence that the signatures were not his. Mere denial of the signature is insufficient to rebut the legal presumption.



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(viii) **Sarjan Realities Private Limited and others vs.**

Aathilingaperumal reported in **2017 SCC OnLine Mad 10230**, wherein it was observed that showing only the signature portion of a document while concealing the contents cannot be treated as an admission of execution, but may be considered a corroborative factor to conclude that the signatures were those of the defendant.

16. Basing his arguments on the *dicta* laid down in the aforementioned judgments, the learned counsel for the respondents contended that there was no necessity for the production of a succession certificate to continue the suit. He further stated that, if the decree is to be executed, the respondents are prepared to apply for and produce the succession certificate, if required. However, he emphasized that the suit cannot be dismissed on this ground. The learned counsel further submitted that the promissory note had been proved in accordance with law and that the appellant had admitted his signature therein. Consequently, a presumption must be drawn that the appellant executed the promissory note with knowledge of its contents. On this basis, he urged that the appeal should be dismissed and the judgment of the trial Court should be upheld.

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17. In view of the submissions made, the following points arise for consideration:-

(i) Whether it is imperative for the legal representatives to produce a succession certificate or any other document when brought on record as legal representatives of the deceased plaintiff as a pre-condition to continue the suit, or whether such certificate may be produced at the time of execution of the decree?

(ii) Whether, on the facts, the respondents have proved execution of the promissory note, and whether the appellant has succeeded in proving the non-passing of consideration?

(iii) Whether the appeal deserves to be allowed?

18. We have carefully considered the arguments advanced by the learned counsels appearing for the parties and perused the material records.

19. We shall first take up the second point framed for consideration. This pertains to whether the respondents have proved the suit claim.



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20. The suit was filed for recovery of a sum of Rs.26,25,280/- together with interest and costs, based on a promissory note dated 02.09.2010 said to have been executed by the appellant herein. The original promissory note was produced and marked as an exhibit. It is relevant to note that, prior to instituting the suit, the deceased plaintiff had caused the issuance of an Advocate's notice dated 10.07.2013.

21. In the written statement, the appellant denied receipt of the said notice. However, during cross-examination, he stated that he did not send any reply because the signature in the promissory note was not his. This statement, however, indicates that he had actually received the notice. The conduct of the appellant in not issuing a reply, particularly, when he claimed that the signature was not his and therefore must have been forged, is noteworthy, and, to put it mildly, very strange.

22. Moreover, when the suit was instituted, the original promissory note had been filed as a document. The appellant therefore had every opportunity to inspect the suit records. If, in fact, the signature was not his, he ought to have



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taken steps to have the document referred for forensic examination along with his admitted signatures. He did not take that step.

23. It had been contended by the learned counsel for the appellant that, though the promissory note had been marked as Ex.A1, when the appellant was cross-examined, the document was folded and only the signature portion was shown to him, and the appellant admitted his signature. This practice, according to the learned counsel for the appellant, ought to be deprecated. In this connection, reliance was placed on the observations of the learned Single Judge of this Court in the judgment reported in **2013 (1) LW 938 [T.Balasubramanian (referred supra)]**.

24. However, it must be noted that the distinguishing feature in that particular case was that the signature was marked in a document which was not part of the Court records and was produced for the first time during cross-examination. In the present case, the suit promissory note was very much part of the Court records, and the appellant cannot claim that he was denied the opportunity to examine the same. The document had already been marked as



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Ex.A1, and only the signature in the document was confronted to the appellant when he entered the witness box. He admitted his signature. We, therefore, find no reason to deprecate the practice adopted.

25. A perusal of the evidence shows that the respondents had also examined one B.Jayaprakash as P.W.2, who was a witness to the execution of the promissory note and who also deposed that the consideration was paid to the appellant at the time of its execution. The witness stood the test of cross-examination, and nothing adverse to the case of the respondents was elicited from him.

26. It is also noted that the appellant had stated in his written statement that the promissory note was the result of instigation by one Devaraj @ Devannan. This individual was examined on behalf of the appellant as D.W.3. He stated that he knew the appellant since they were engaged together in real estate business and, very damagingly to the appellant, identified the appellant's signature in Ex.A1 / the promissory note.



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27. It is further to be mentioned that the appellant had questioned the source and availability of funds for the plaintiff to lend a sum of Rs.16 lakhs. However, this had been explained by P.W.1, who stated that a Poclain machine had been sold and that the plaintiff had the necessary funds at the relevant point of time. It is to be noted that there was no requirement on the part of the plaintiff to further prove the source of funds, particularly, when more than sufficient evidence had been adduced regarding the execution of the promissory note, the passing of consideration, and direct testimony from a witness to the execution.

28. We therefore hold that the plaintiff has proved the execution of the promissory note and the passing of consideration thereunder. The second point framed for consideration is answered accordingly.

29. The learned counsel for the appellant, however, strenuously argued that Section 214 of the Indian Succession Act, 1925, places a bar on a decree being passed in favour of the legal representatives of a deceased creditor who had an existing debt, unless they obtain a certificate authorizing them to collect or receive such debt. Section 214 of the Indian Succession Act, 1925, is as follows:-

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"214.Proof of representative title a condition precedent to recovery through the Courts of debts from debtors of deceased persons.-(1) No Court shall-

(a) pass a decree against a debtor of a deceased person for payment of his debt to a person claiming on succession to be entitled to the effects of the deceased person or to any part thereof, or

(b) proceed, upon an application of a person claiming to be so entitled, to execute against such a debtor a decree or order for the payment of his debt, except on the production, by the person so claiming of,-

(i) a probate or letters of administration evidencing the grant to him of administration to the estate of the deceased, or

(ii) a certificate granted under section 31 or section 32 of the Administrator-General's Act, 1913 (3 of 1913), and having the debt mentioned therein, or

(iii) a succession certificate granted under Part X and having the debt specified therein, or

(iv) a certificate granted under the Succession Certificate Act, 1889 (7 of 1889), or

(v) a certificate granted under Bombay Regulation No. VIII of 1827, and, if granted after the first day of May, 1889, having the debt specified therein.



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(2) The word “debt” in sub-section (1) includes any debt except rent, revenue of profits payable in respect of land used for agricultural purposes.”

30. The judgments on this issue had been produced both by the learned counsel for the appellant and by the learned counsel for the respondents, and have already been cited *supra*. A careful perusal of the said judgments shows that Section 214 of the Indian Succession Act, 1925, was introduced primarily to protect a debtor from being subjected to multiple and separate claims by different groups of legal heirs of a deceased creditor.

31. In the present case, the suit was originally filed by the plaintiff on the strength of the promissory note executed in his favour by the appellant. During the pendency of the suit, the plaintiff passed away. Thereafter, his legal representatives, the respondents herein, were impleaded on an application filed under Order XXII Rule 3 C.P.C. in I.A.No.116 of 2017, by order dated 13.09.2017. This application was allowed since the appellant had consciously chosen not to raise any objection and had also not filed any counter.



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32. Having admitted the status of the respondents as the legal representatives of the deceased plaintiff, the appellant cannot now invoke the provisions of Section 214 of the Indian Succession Act, 1925, to contend that the respondents were required to obtain a separate certificate authorizing them to receive the debt due to the deceased. This, indeed, is the trend of the decisions cited by both sides.

33. If the legal representatives had instituted a fresh suit after the death of the original holder of the promissory note, it might have been necessary for them to obtain a certificate certifying their entitlement to collect the debt. However, in the present case, the respondents have merely continued the litigation in their capacity as legal representatives. In such circumstances, we are of the firm view that Section 214 of the Indian Succession Act, 1925, has no application to the facts of the present case.

34. We have, however, referred to the judgments relied upon by both sides, but the position of law is very clear, there can be no insistence on a succession certificate for legal representatives to continue the prosecution of a suit lawfully



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instituted by the deceased plaintiff for recovery of money. If they were to file an Execution Petition, there might then arise a necessity for production of such a certificate as contemplated under Section 214 of the Indian Succession Act, 1925, but not otherwise. Legal representatives are entitled even to continue an execution proceeding that was pending at the time of the decree holder's death.

35. In view of the above reasoning, the first point is also answered to the effect that Section 214 of the Indian Succession Act, 1925, would not apply to the facts of the present case.

36. In the light of the findings on the first and second points, as discussed above, we hold, with respect to the third point, that the appeal is devoid of merit and necessarily deserves to be dismissed. The judgment and decree of the Trial Court are accordingly upheld.

37. In the result, the Appeal Suit is dismissed with costs. Consequently, connected Miscellaneous Petition is closed.

Index : Yes
NCC : Yes

[C.V.K., J.] & [R.V., J.]
31.10.2025

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To

- 1.The Additional District Judge,
Karur.
- 2.The Section Officer,
V.R. Section,
Madurai Bench of Madras High Court,
Madurai.

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C.V.KARTHIKEYAN, J.
and
R.VIJAYAKUMAR, J.

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PRE-DELIVERY JUDGMENT MADE IN
A.S.(MD)No.98 of 2019

31.10.2025

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