IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-04-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

SA No. 261 of 2026 and
CMP No.8692 of 2026

G.Ramadoss,
S/o. Govindhasamy,
Cholankuruchi Village and Post,
Udaiyarpalayam Taluk,
Ariyalur District.

..Appellant(s)

Vs

R.Ramadoss,
S/o.Renganathan,
Cholankuruchi Village and Post,
Udaiyarpalayam Taluk,
Ariyalur District.

..Respondent(s)

Prayer: Second appeal filed under Section 100 of CPC to allow the Second Appeal and set aside the Judgment and Decree passed by the Principal District Court, Ariyalur, dated 09.12.2025 in A.S.No.65/2024, confirming the Judgment and Decree passed by the Sub-Ordinate Court, Jayankondam, dated 30.11.2022 in O.S.No.300/2021 with costs.

For Appellant(s): Mr. S.Kannan

JUDGMENT

The unsuccessful defendant in a suit in O.S.No.300 of 2021 is appellant herein.

2. The respondent/plaintiff filed the above said suit for recovery of money based on the promissory note and it was decreed by the trial Court. The appeal filed by the defendant in A.S.No.65 of 2024 was dismissed by the first appellate court, affirming the findings of the Trial Court. Aggrieved by the concurrent findings of the courts below, the defendant has preferred the second appeal.

3. According to the respondent/plaintiff, the appellant/defendant borrowed a sum of Rs.3,00,000/- from him on 30.01.2014 and executed the suit promissory note, agreeing to repay the same with interest at the rate of 12% p.a. It is the case of the plaintiff that, inspite of several demands made by him, the defendant failed to repay the said amount. Therefore, the plaintiff issued a pre suit notice on 25.11.2015 to the defendant calling upon him to repay the borrowed amount. Even thereafter, the defendant failed to repay the borrowed amount and hence, he was constrained to file the suit for recovery of money.

4. The defendant/appellant filed a written statement resisting the suit claim on the ground that there was previous money transaction between him and the plaintiff and in the year 2013 and the defendant executed a promissory note. It is further stated by the defendant that the amount borrowed by him in the previous transaction was repaid by him in full, however, the plaintiff failed to return the promissory note executed by the plaintiff. Later, there was a

misunderstanding between the plaintiff and the defendant with regard to the dispute in village and aggrieved over the same, the plaintiff created the said promissory note with the help of sample signature of the defendant found in the earlier promissory note and laid the present suit. Therefore, according to the defendant, the pronote is forged one and he denied the execution of the same.

5. Before the Trial Court, on the side of the plaintiff, he examined himself as PW1and 3 other witnesses were examined as PW2 to PW4 and 4 documents were marked as Ex.A1 to Ex.A4. On the side of the defendant, he examined himself as DW1 and two other witnesses were examined as DW2 and DW3 and one document was marked as Ex.B1.

6. The Trial Court, on appreciation of oral and documentary evidence available on record, came to the conclusion that the plaintiff proved the suit claim and decreed the suit. Aggrieved by the same, the defendant filed an appeal in A.S.No.65 of 2024 on the file of Principal District Judge, Ariyalur and the first appellate court dismissed the first appeal. Challenging the concurrent findings of the courts below, the defendant has preferred the second appeal.

7. The learned counsel for the appellant would submit that the defendant borrowed the amount for the purpose of agricultural activities and therefore, he was entitled to the benefits of the Tamil Nadu Debt Relief Act. He also

submitted that when the execution of suit promissory note was denied by the defendant, the plaintiff failed to prove the same by getting expert opinion. Therefore, according to him, both the courts below committed an error in decreeing the suit.

8. As mentioned earlier, the defendant denied the execution of suit promissory note and resisted the suit. In order to prove due execution of promissory note, the plaintiff examined himself as PW1 and both the attestors to the suit promissory note were examined as PW2 and PW3. The scribe of the suit promissory note was also examined as PW4. Based on the evidence of independent witnesses, namely, PW2 to PW4, the courts below held that the plaintiff had proved due execution of promissory note. The courts below also noted that nothing had been elucidated in the cross examination of plaintiff side witnesses in favour of the defendant's case. Therefore, the plaintiff, by examining the attestors to the suit promissory note and the scribe of the document, proved due execution of the same. Having raised the plea of forgery, it is for the defendant to get expert opinion to prove the same, when the due execution of promissory note has been proved by examination of attestors and scribe of the document. The courts below rightly held that the defendant failed to take any steps to get expert opinion regarding the signature found in the suit promissory note and hence, rejected the defendant's plea.

9. Further, before filing of the suit, the plaintiff issued a pre-suit notice Ex.A2 and the same was received by the defendant, as seen from the postal acknowledgment marked as Ex.A3. If the defense raised by the defendant in the written statement was true, certainly, he would have replied to the pre-suit notice denying the averments contained therein. The failure of the defendant to issue any reply to the pre suit notice rebutting the contentions found therein creates a doubt about his defense in the written statement.

10. The learned counsel for the appellant/defendant would submit that the defendant was an agriculturist and he borrowed the amount only for the purpose of agricultural activities. In fact, in the written statement, the defendant, totally denied the borrowal of the amount and execution of the suit promissory note. In such circumstances, the submission made by the learned counsel for the appellant that the defendant has borrowed the amount for the purpose of agricultural activities cannot be accepted and the same is rejected. Further, in the written statement filed by the defendant, he has not raised any plea that he was an agriculturist and hence, he is entitled to the benefit of the Tamil Nadu Debt Relief Act. In the absence of any such plea in the written statement, the appellant is not entitled to raise a new point at the stage of second appeal. Therefore, both the submissions made by the learned counsel for the appellant are not appealable to this court. The courts below, on proper appreciation of evidence available on record, came to the correct conclusion that the plaintiff

has proved the suit claim and decreed the suit. I do not find anything to interfere with the said findings.

11. Accordingly, the second appeal stands dismissed, confirming the findings of the courts below. There shall be no order as to costs. Connected miscellaneous petition is closed.

10-04-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

MST

To

1. The Principal District Judge, Ariyalur.

2. The Subordinate Judge, Jayankondam.

S.SOUNTHAR, J.

MST

SA No. 261 of 2026

10-04-2026