



A.S. No.81 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 27.10.2025
PRONOUNCED ON : 12.01.2026

CORAM

THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE

A.S. No.81 of 2020

S. Murugesan

... Appellant

Vs.

P.Suguna

... Respondent

PRAYER in A.S.: Appeal Suit filed under Section 96 of CPC to set aside the judgment and decree dated 21.08.2018 passed in O.S.No.98 of 2015 on the file of 1st Additional District Judge at Tiruppur.

For Appellant : Mr.K.Myilsamy

For Respondent : Mr.S.S.Swaminathan

J U D G M E N T

This Appeal Suit is filed by the appellant/plaintiff under Section 96 of the Code of Civil Procedure, challenging the judgment and decree dated 21.08.2018 passed in O.S. No.98 of 2015 on the file of the I Additional



A.S. No.81 of 2020

District Judge, Tiruppur, whereby the suit for recovery of money was dismissed.

2. For the sake of convenience, the parties are referred to in this judgment in the same rank as they were arrayed before the Trial Court.

3. The case of the plaintiff is that the defendant borrowed a sum of Rs.10,00,000/- on 27.07.2012 for business purposes and, towards repayment of the said loan, executed an on-demand promissory note dated 27.07.2012 in favour of the plaintiff, agreeing to repay the amount with interest at the rate of 1% per month. As security for the loan, the defendant allegedly handed over the original settlement deed dated 31.01.2005 executed by her father in her favour. According to the plaintiff, despite repeated demands, the defendant failed to repay either the principal or the interest. Hence, the plaintiff issued a legal notice dated 24.04.2015, which was received by the defendant on 28.04.2015. As there was no reply or payment, the suit came to be filed.



A.S. No.81 of 2020

4. The defendant denied all the plaint allegations and specifically denied the execution of the promissory note dated 27.07.2012, as well as the signature found therein. It was her categorical defence that there was no necessity for her to borrow any loan from the plaintiff. According to the defendant, the plaintiff and her husband were jointly engaged in transport business, and for the purpose of obtaining a bus permit, they required a solvency certificate before the Regional Transport Office. For that purpose, her husband handed over the original settlement deed belonging to the defendant to the plaintiff. It is further alleged that, owing to business rivalry and differences of opinion that arose subsequently, the plaintiff misused the availability of the original settlement deed and created a forged promissory note in the name of the defendant. The defendant also stated that after receipt of the legal notice, there were compromise talks, and believing the assurance of the plaintiff—allegedly made in the presence of panchayatdars—that the settlement deed would be returned, she did not send a reply notice.

5. On the basis of the pleadings, the Trial Court framed the necessary issues. On the side of the plaintiff, the plaintiff examined himself as P.W.1 and examined P.W.2 and P.W.3 as attesting/connected witnesses, and marked Exs. A1 to A6. On the side of the defendant, the defendant examined herself



A.S. No.81 of 2020

as D.W.1 and examined D.W.2 (her husband) and D.W.3 (handwriting expert), and marked Exs. B1 to B3. The forensic expert's report was marked as Ex.C1.

6. Upon considering the oral and documentary evidence, the Trial Court came to the conclusion that the plaintiff had failed to prove the execution of Ex.A1 promissory note by the defendant, and consequently dismissed the suit.

7. In the memorandum of this appeal, the appellant contends that the dismissal was illegal and contrary to evidence; that execution and consideration were proved through the scribe and attesting witnesses; and that the statutory presumption under Section 118 of the Negotiable Instruments Act ought to have been drawn in his favour. The appellant also attacks the defence as implausible and highlights non-issuance of reply notice and non-examination of an alleged mediator (Shajkumar), and challenges reliance on expert opinion on signatures/handwriting.



A.S. No.81 of 2020

8. On the basis of the pleadings, the judgment of the Trial Court, and the grounds of appeal, the following points arise for determination in this appeal:

- (i) Whether the execution of Ex. A1 promissory note is proved?
- (ii) Whether the suit promissory note is supported by consideration?
- (iii) Whether the judgment and decree of the Trial Court are liable to be set aside?

Point No.(i):

9. The plaintiff filed the suit for recovery of Rs.10,00,000/- on the basis of the promissory note dated 27.07.2012, alleged to have been executed by the defendant, repayable on demand with interest at the rate of 12% per annum. The defendant categorically denied execution of the promissory note and contended that the document is a forged one.

10. The plaintiff relied upon Ex.A1 promissory note. Once the execution of the promissory note is denied, the burden squarely lies upon the plaintiff to prove its execution. On the plaintiff's side, P.W.2 and P.W.3 were



A.S. No.81 of 2020

examined. A perusal of Ex. A1 shows that it is written on a Rs.20/- stamp paper, which was purchased on 15.09.2009 in the name of the defendant.

There is no satisfactory explanation as to why a stamp paper purchased nearly three years prior to the alleged date of execution was used for the promissory note.

11. The plaintiff, in his deposition, stated that the stamp paper was brought by the defendant. However, the plaintiff also admitted that the defendant never personally demanded any loan and that it was only her husband who demanded money. The alleged disbursement of the consideration is also not clearly established. Considering the magnitude of the amount allegedly lent, the plaintiff failed to satisfactorily explain the source of funds. The plaintiff further admitted that he was not aware of the nature of business carried on by the defendant, though such business is referred to in the promissory note.

12. It is also an admitted fact that the plaintiff and the defendant's husband had a transport business relationship. In such circumstances, the defence version that the original settlement deed was handed over by the



A.S. No.81 of 2020

defendant's husband for the purpose of obtaining a solvency certificate appears probable and convincing.

13. The disputed signature in Ex.A1 having been specifically denied, the plaintiff was required to establish execution in the manner known to law, namely, by proving the signature/handwriting under Section 67 of the Indian Evidence Act. In the present case, the defendant moved for scientific examination; accordingly, the disputed signature in Ex. A1 was referred for expert opinion. The handwriting expert was examined as D.W.3, and the report was marked as Ex.C1.

14. It is well settled that an opinion of a handwriting expert is relevant under Section 45 of the Evidence Act but is, in its nature, opinion evidence and not substantive proof by itself. Courts are required to evaluate such opinion cautiously and accept it only when the reasoning is cogent and the opinion inspires confidence.



A.S. No.81 of 2020

15. In the case on hand, D.W.3 has compared the disputed signature in Ex. A1 with the admitted signatures of the defendant and has assigned reasons for the non-tallying characteristics. The evidence of D.W.3 and the contents of Ex.C1 were not shown to be vitiated by any procedural irregularity, nor was any material elicited in cross-examination to discredit the methodology adopted or the reasons assigned. Importantly, the plaintiff did not choose to place any contrary expert opinion or scientific material.

16. This Court is conscious that it may, under Section 73 of the Evidence Act, compare disputed signatures with admitted signatures; however, such comparison is only an aid to judicial appreciation and cannot substitute proof. Nevertheless, even upon an overall visual comparison of the disputed signature in Ex. A1 with the admitted signatures of the defendant available on record, the general line quality, formation and fluency appear inconsistent. The Court's comparison is only corroborative to the expert's reasons and not the sole foundation of the finding.

17. When the expert opinion (Ex.C1), supported by the testimony of D.W.3, points against the genuineness of the signature, and when the



A.S. No.81 of 2020

plaintiff's oral evidence does not inspire confidence on execution—particularly in view of the unexplained use of an old stamp paper and the surrounding circumstances relating to the parties' transport business dealings—the plaintiff cannot be said to have discharged the primary burden of proving execution of Ex. A1.

18. For all the above reasons, this Court concurs with the Trial Court that the plaintiff has failed to prove the defendant's execution of Ex. A1 promissory note. Once execution is not proved, the statutory presumption as to consideration does not arise for application, and the question of consideration becomes academic. Accordingly, Point No.1 is answered against the appellant.

19. In view of the above, the plaintiff has failed to prove the execution of the promissory note by the defendant. Once the execution itself is not proved, it is unnecessary to go into the question of consideration.



A.S. No.81 of 2020

20. In the result, the Appeal Suit is dismissed. The judgment and decree dated 21.08.2018 passed in O.S. No.98 of 2015 on the file of the I Additional District Judge, Tiruppur, are confirmed. The appeal is dismissed with costs. Consequently, the connected miscellaneous petitions, if any, shall stand closed.

12.01.2026

dpq

Index: Yes / No

Speaking Order / Non-speaking Order

Neutral Citation: Yes / No

To

1. The 1st Additional District Judge
Tiruppur.

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



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A.S. No.81 of 2020

DR. A.D. MARIA CLETE, J

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Pre-Delivery Judgment in

A.S. No.81 of 2020

12.01.2026