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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.07.2026

CORAM:

THE HONOURABLE Mrs.JUSTICE R.KALAIMATHI

A.S.No.23 of 2021
and
C.M.P.No.1868 of 2021

Sripriya

... Appellant / Defendant

vs.

V.Vijayakumar

... Respondent / Plaintiff

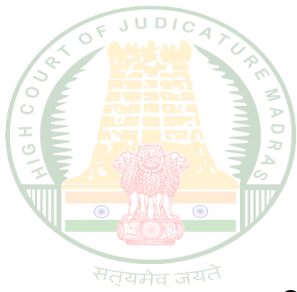
PRAYER: This Appeal Suit is filed under Order XLI Rule 1 R/W.Section 96 of CPC against the Judgment and Decree dated 10.09.2020 passed in O.S.No.222 of 2016 on the file of Third Additional District and Sessions Judge, Tiruppur at Dharapuram.

For Appellant : Mr.Udaya P.S.Menon

For Respondent : Mr.S.Kumaradevan

JUDGMENT

Having suffered money decree at the hands of the trial Court, the defendant has preferred this Appeal Suit against the judgment and decree dated 10.09.2020 passed in O.S.No.222 of 2016 on the file of III Additional District Court, Tiruppur @ Dharapuram.



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2. Parties are indicated herein as per their litigative status and ranking before the trial Court.

3. According to the plaintiff, the husband of the defendant, deceased Muthuram borrowed a sum of Rs.10,00,000/- from the plaintiff for his business purpose on 15.07.2014 in the presence of witnesses at the residence of plaintiff at Selampalayam. For which, the said Muthuram immediately executed the promissory note in the presence of witnesses. The husband of the defendant agreed to pay the said amount with interest at 12% per annum on demand either to the plaintiff or to the person directed by the plaintiff.

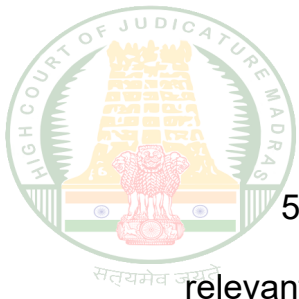
3.1. As the husband of the defendant did not chose to pay the amount borrowed from the plaintiff. In the month of September 2014, defendant's husband died in a road traffic accident. The defendant is the only legal heir of the deceased Muthuram and his properties have been devolved upon his wife and she is in possession and enjoyment of the movable properties as well as immovable properties of the deceased Muthuram. When the plaintiff appraised as to the borrowal made by Muthuram to the defendant herein, she sought for one year time. After one



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year period was over, defendant did not evince any interest to repay the said debt with interest. Therefore, the plaintiff constrained to issue legal notice to the defendant on 10.08.2016, calling upon her to repay the borrowed amount with interest, which was not received by the defendant and returned to the sender on 16.08.2016. As the same is evaded purposely, suit was laid for recovery of said sum.

4. Per contra, the defendant counteracted the plaint details by filing written statement contended that the suit promissory note is a forged one and she does not know the plaintiff. Plaintiff is totally a stranger to the defendant and she had never met him at her residence or anywhere else. Her husband never borrowed any amount from the plaintiff at any point of time and never executed any promissory note in favour of any other person. The plaintiff has not stated that in whose presence alleged payment was made, mode of payment and the attestor details etc., she is not liable to pay any amount to the plaintiff. She along with her husband Muthuram had met with an accident and she had sustained multiple fractures over her legs, severe injuries all over her body and she was hospitalised for months together. There is no cause of action arisen for filing of the suit as stated by the plaintiff.



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5. The trial Court, based on the divergent pleadings, framed the relevant issues. At trial, to substantiate the plaint details, on the plaintiff's side two witnesses have been examined and four documents have been marked. The promissory note said to have been executed by the defendant's husband dated 15.07.2014 is Ex.A1. On the defendant's side, defendant has examined herself as DW1 and two documents have been marked. Ex.B1 dated 29.09.2014 is her discharge summary issued by Kovai Medical Center and Hospital Limited, Coimbatore.

6. The trial Court upon consideration of evidence and after hearing the arguments advanced by either side holding that the execution of suit promissory note was duly proved by the plaintiff and the defendant omitted to prove as per her written statement to the effect that Ex.A1 is a forged promissory note, concluded that the plaintiff is entitled for money decree with costs. Aggrieved, the defendant has preferred this Appeal Suit.

7. The learned counsel for the appellant/defendant vehemently contended that the suit promissory note is dated 15.07.2014 and the defendant's husband died on 07.09.2014. In Ex.A2 - legal notice, it has been stated that defendant is a close relative of the plaintiff is incorrect. The attestor K.N.Sivakumar was not examined. The plaintiff has miserably



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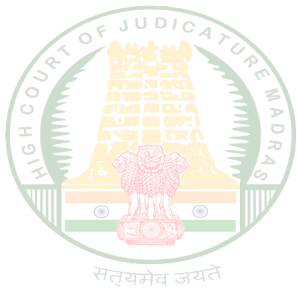
failed to prove the fact that the defendant's husband borrowed a sum of Rs.10,00,000/-, pursuant to the same, he executed the promissory note in presence of witnesses. But, the trial Court having misdirected by the evidence of plaintiff's side decreed the suit.

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8. Per contra, the learned counsel for the respondent/plaintiff strenuously argued that the execution of promissory note was duly proved through the evidence of PW1 and PW2 who prepared the suit promissory note. He would further contend that PW2 has also spoken about the borrowal of money and execution of promissory note by the defendant. He would stress upon the fact that as the execution of promissory note has duly been proved by the plaintiff, the suit was decreed in favour of the plaintiff.

9. Points arise for consideration in this Appeal Suit are as follows :-

1. Whether the trial Court has erred to consider the case of the appellant that Ex.A1 promissory note is a fabricated one?
2. Whether the contention of the appellant that when the defendant has denied the signature of her husband in the suit promissory note, is it not the duty of the respondent/plaintiff to



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have taken appropriate steps to prove the signature of the deceased Muthram in the suit promissory note as per Sections 45, 47 and 73 of the Indian Evidence Act?

3. Whether the trial Court has completely erred by blindly accepting the oral evidence of the respondent/plaintiff is it not unacceptable?
4. Whether the trial Court committed an error in not considering the legal presumption under Sections 139 and 118 of Negotiable Instruments Act?
5. Whether the Appeal Suit is to be allowed or not?

10. PW1 has filed his proof affidavit in line with the details of the plaint. The defendant has stated that the plaintiff is not known to her husband. In this regard, PW1 has extensively been cross-examined. It is his relative Ganesh Karthick introduced Muthuram at his residence and husband of the defendant was brought to his residence only by Ganesh Karthick. It is his further evidence that on enquiry, he came to know that Muthuram was a straight forward person, doing travels business. As regards time and other details, it is his evidence that he got the money by harvesting sugar cane and onion. PW1 has also stated that on the date of suit promissory note, Muthuram had come to his residence at 11 a.m., and



within half an hour he received his money and went off.

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11. It is inferable from the evidence of PW1 that one Sivakumar was present at that point of time and he had come to get to purchase sugarcane grace. When he was posed a question whether he asked Muthuram to repay the loan amount, he has answered that he went to the residence of Ganesh Karthick and through him, Muthuram was brought to the residence of Ganesh Karthick and demanded him to repay the loan amount and on yet another time, at Gandhipuram, he demanded the deceased Muthuram to repay the loan amount. When he was posed a question whether the address given in the plaint is correct address of the defendant, he has answered “வா.சா.ஆ.3 ஆன திருப்பப்பட்ட அஞ்சல் உறையில்

கண்டுள்ள முகவரி சரியானது தானா என்றால் பிரதிவாதி கணவர் இறந்த பிறகு பிரதிவாதி அடிக்கடி வீடு மாறியதால் நான் முகவரி விசாரித்து தெரிந்து கொள்ள வேண்டியதாய் இருந்தது”.

12. It is the evidence of Tvl.Ganesh Karthick-PW2 that Muthuram and his father-in-law were running travels in the name and style of Priya Travels. Besides that Muthuram had requested PW2 to get a loan of



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Rs.10,00,000/- for his business purpose and in such circumstances, he

talked to the plaintiff Vijayakumar and obtained loan for Muthuram from the plaintiff. After the request made by the husband of defendant, plaintiff arranged the money in a month. PW2 has further stated that the plaintiff called him and stated that he has arranged money as per his request and he went along with the husband of the defendant to the residence of the plaintiff on 15.07.2014, reached his residence by 11 a.m.

13. More so, it is his further evidence (PW2) that along with the plaintiff, at the relevant point of time one Sivakumar was also there and the printed promissory note and the revenue stamps were brought by V.P.Muthuram and based upon the details given by V.P.Muthuram, he filled up the promissory note and the promissory note was read over to V.P.Muthuram. Thereafter, plaintiff and V.P.Muthuram told him that promissory note is in order and on receipt of money of Rs.10,00,000/-, the husband of the defendant signed on the promissory note and on the revenue stamp as well. He has also stated that the said Sivakumar has attested in the promissory note and thereafter he signed in the promissory note as an attestor and scribe. He has also corroborated the evidence of PW1 to the effect that while Muthuram was alive, plaintiff demanded him to repay the said amount and after the death of Muthuram, they both went

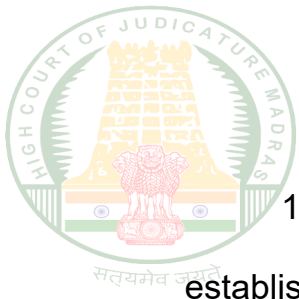


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to the residence of Muthuram and demanded the defendant to repay the said sum. During the cross-examination of PW1, he has answered effectively about the defendant and the place of residence etc. PW2 has withstand the cross-examination effectively and no details advantageous to the defendant was elicited through the cross-examination of PW2.

14. Defendant has examined herself as DW1. She has denied the fact that her husband was running travels and it is her evidence that she does not know either the plaintiff or PW2. At no point of time her husband obtained loan either directly or from any other persons and executed promissory note. She has denied the signature of her husband found in Ex.A1-promissory note. During the cross-examination of DW1, she did not take any steps to inspect the suit promissory note. It is the evidence of DW1 that at the relevant point of time, they were residing at No.228, Dr.Radhakrishnan Road, Coimbatore.

15. PW1 who is the plaintiff has spoken about the lending of money of Rs.10,00,000/- to the defendant's husband and execution of promissory note by him. Attestor-cum-Scribe of Ex.A1 promissory note – PW2 has corroborated the evidence of PW1 as regards the material particulars.



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16. On a careful perusal of the evidence of PW1 and PW2, it is established that the execution of promissory note is proved as per law. As regards signature found in Ex.A1-promissory note without inspecting such document, defendant, DW1 has pleaded forgery is not acceptable. When once the execution of promissory note and the signature found in the Ex.A1-promissory note have been duly proved, then legal presumption arise in favour of the plaintiff as per Section 118 of Negotiable Instruments Act. The said presumption is a rebuttable presumption. To rebut the said presumption, the defendant may rebut the same through direct or indirect evidence. She can even rely upon the cross-examination of PW1 for this purpose.

17. On a thorough perusal of evidence of DW1, it cannot be taken that the presumption has suitably been rebutted by the defendant. Evidence of PW1 and PW2 probalilise the case the plaintiff. Ultimately, this Court is of the considered view that the execution of suit promissory note has duly been proved by the plaintiff and presumption arose in favour of the plaintiff under Section 118 of Negotiable Instruments Act has not been suitably rebutted by the defendant and hence-forth decreeing of the suit in favour of the plaintiff by the trial Court cannot be found fault with. In such view of the matter, this Court does not find any perversity or infirmity



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in the findings of the trial Court. This Court also does not find any good reason to upset the findings of the trial Court. Points which are drawn in this Appeal Suit are decided in favour of the plaintiff.

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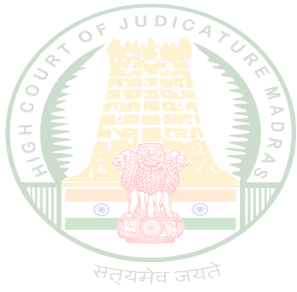
18. Based on the aforestated observations and discussions, this Appeal Suit stands dismissed. Sequel to this, the Judgment and Decree dated 10.09.2020 passed in O.S.No.222 of 2016 by the III Additional District Court, Tiruppur at Dharapuram, stands confirmed. Consequently, connected Civil Miscellaneous Petition stands closed. There is no order as to costs.

27.07.2026

Index : Yes/No
Speaking / Non-speaking order
ssn

To

1. III Additional District and Sessions Judge,
Tiruppur at Dharapuram.
2. The Section Officer,
V.R.Section,
High Court of Madras,
Chennai.



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Case Citation: (2026) ibclaw.in 5093 HC



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R.KALAIMATHI, J.,

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