

IN THE COURT OF ADDITIONAL DISTRICT JUDGE, ARIYALUR.

PRESENT: Tmt.M.S.Manimekalai, L.L.M.,
Additional District and Sessions Judge,
Ariyalur.

Monday, this the 20th day of July 2026

Appeal Suit No.48/2024
(C.N.R.No.TNAL 01 000902 - 2024)

1. Meena, Aged 46 years,
W/o Kolanchinathan,
2. Packiathammal, Aged 78 years,
W/o Chidambara Kadanthayar,
Both are residing at
Mariamman Kovil Street,Siluppanur,
Sendurai Tk, Ariyalur Dt.

...
/Vs/

Appellants/Defendants

Sumathi, Aged 45 years,
W/o Senthilkumar,
Residing at Middle Street,
Varanavasi Village,
Ariyalur Tk.

...

Respondent/Defendant

On Appeal against the Decree and Judgment of the Principal Sub Court, Ariyalur
in O.S.No.92/2017, dated 28.11.2023

Between:

Sumathi Plaintiff

And

1.Meena
2.Packiathammal Defendants

This Appeal Suit is coming on 13.07.2026 for final hearing before me in the presence of Thiru.S.Shankar, Advocate appearing for the Appellants/Defendants and Thiru.S.Gandhidurai, Advocate appearing for the Respondent/plaintiff and

having perused the documents and trial Court records and upon hearing arguments on both side and having stood for consideration, this Court delivered the following:

JUDGMENT

This appeal suit was preferred by the Appellant challenging the Judgment and Decree passed by the Principal Sub Court, Ariyalur in O.S.No.92 of 2017, dated:28.11.2023.

2. The brief averments of the plaint is as follows:-

(I) The defendants borrowed a sum of Rs.1,62,000/- from the plaintiff for their family expenses on 15.04.2014 and executed a promissory note in favour of the plaintiff agreeing to repay the same with interest at the rate of Rs.1/- per hundred per month to the plaintiff or to his order on demand. In spite of repeated demands made by the plaintiff, the defendants has not chosen to repay the amount towards principal or interest. In spite of repeated demands, the defendants have failed to pay the balance. Hence,the plaintiff issued a legal notice demanding payment. The said notice was received by the defendants sent a reply through their counsel with false and untenable allegations. Hence, she filed the suit.

3. The brief averments of the written statement filed by the 1st defendant and the same is adopted by the 2nd defendant is as follows:

(I)The plaint as framed by the plaintiff is not maintainable either in law (or) on facts. All the averments in the plaint except those that are specifically admitted herein are denied as false. The allegation that the defendants borrowed as Rs.1,62,000/- from the plaintiff and executed a pronote on 15.4.2014 is specifically denied as false. The due execution attestation and passing of consideration are denied as false. The suit document is a rank forgery. The defendants have never borrowed money from the plaintiff. The plaintiff also does not have wherewithal to

lend the such huge amount. The 2nd defendant borrowed Rs. 1,20,000/- from Arumugam (Plaintiff's father) and as per the directions of Arumugam Bagyam subscribed her thumb impression in a document prepared by Arumugam, without knowing the character and contents of the same. Only when Malliga (Plaintiff's mother) filed a suit in O.S.No. 111/2013, the defendant's came to know about the false, fictitious and litigious document and 2nd defendant is contesting the suit. After 2013, there was no truck with either the plaintiff (or) their parents and both the families are not in talking terms. In such a situation, the plaintiff has filed this suit by concocting a document in her name with active collusion of Arumugam. Since the suit document is a concocted and false document, the plaintiff is notThe plaint as framed by the plaintiff is not entitled to any relief and the suit is liable to be dismissed.

4. For the above pleadings the trial court has framed the following issues.

- 1). Whether the suit pronote is true valid and supported by consideration?
- 2) Whether the plaintiff is entitled to the suit claim from the defendant?
- 3) To what other reliefs?

For the above issues, the plaintiff has examined herself as PW1 and marked Ex.A1 to Ex.A8 and the scribe witness of suit pronote was examined as PW2 and Mr.Devendran was examined as PW3 and on the defendants, the 1st defendant Tmt.Meena was examined as DW1 and exhibits Ex.B1 to Ex.B7 were marked. The trial court after considering the evidence on record dismissed the suit.

5. Grounds of Appeal

(I) Aggrieved by the said decree and judgment of the trial court is against law, weight of evidence, probabilities of this case and justice. The trial court has

failed to appreciate the evidence, attending circumstances and the relationship between the parties to decide the fact in issue. The trial court has mechanically followed the evidence and has come to a conclusion that the suit pronote is true. The trial court has forgotten for a moment that it is not only court of law, but also court of equity and is bound to find the truth behind the scenes. Lack of this approach has resulted in an erroneous decision.

(ii) The trial court has failed to see that there is estrangement of relationship between plaintiff and defendants and already a suit was pending between plaintiff and defendants and in such circumstances, the plaintiff's contention that she lent a sum of Rs. 1,62,000/- to defendant defies logic. Already a suit was pending between plaintiff's family and 2nd defendant in O.S. No.111/2013 in which the 2nd defendant has vehemently opposed the sale agreement. The plaintiff is also a party to the suit and the suit ended against them. The appeal preferred by plaintiff was also dismissed. When already a suit was pending, will any person advance money in the year 2014 is a point to ponder.

(iii) The plaintiff pleading ignorance about the suit and appeal shows how the plaintiff want to suppress the truth. The mere parrot like version of witnesses will not absolve the liability of plaintiff to prove the due execution. Once the execution is specifically denied, the burden is on the plaintiff not only to prove execution but also passing of consideration. Section 118 will come into play if only execution is admitted. PW2 and PW3 are closely associated with plaintiff and their evidence also is not above suspicion. The witnesses say that the suit document was written in a petty shop even before going to plaintiffs house and the thumb impressed was taken with ink pad. But, the thumb impression is not in ink pad.

(iv) PW3 says "வாதியிடம் பிரதிவாதிகள் எவ்வளவு கடன் கேட்டிருந்தார்கள் என்பது எனக்கு தெரியாது. எவ்வளவு ரூபாய் வாதிகொடுக்கப்போகிறார் என்பது தெரியாது". When the PW3 does not know the amount to be advanced by plaintiff, how he wrote the pronote for Rs.1,62,000/- in a petty shop even before going to plaintiffs house is a mystery.

(v) PW3 further says "வாதி பிரதிவாதிகள் குடும்பத்திற்கு கொடுக்கல் வாங்கல் பிரச்சனை இருந்தது எனக்கு தெரியும். வாதி சுமதிக்கும் தெரியும் என்றால் சரிதான். வாதி பிரதிவாதிகள் குடும்பத்திற்குள் பிரச்சனை வருவதற்கு முன்புதான் தாவா கடன் கொடுக்கப்பட்டது. அந்த பிரச்சனை சம்மந்தமாக அவர்களுக்குள் வேறு வழக்கு நடந்தது என்றால் சரிதான்". This evidence proves that the suit document has been created by giving an imaginary date.

(vi) "கடனுறுதி சீட்டை வாரணவாசியில் உள்ள மளிகைக் கடையில் வாங்கி அங்கேயே எழுதி விட்டோம். கடனுறுதிச் சீட்டில் உள்ள ரேகை வாதியின் வீட்டில் உள்ள வராண்டாவில் வைத்து வாங்கினோம். கடனுறுதிச் சீட்டு எழுதிய பின்னர்தான் வாதியை சென்று பார்த்தோம் என்றால் சரிதான். வாதியைப் பார்த்த பிறகு பிரதிவாதிகள் எவ்வளவு கடன் கேட்டிருந்தார்கள் வாதி எவ்வளவு கொடுக்கப் போகிறார் என்று நான் கேட்கவில்லை". This evidence of PW3 shows how he wrote the pronote for Rs.1,62,000/- without even knowing the amount going to be advanced.

(vii) The entire evidence shows that Ex.A1 is only a concocted document created to settle the scores on account of proceedings in O.S.No.111/2013. The

trial court without probing into the circumstances, has mechanically applied the provisions of law and decreed the suit. Hence prayed to allow the appeal.

6. In the present appeal, no evidences were adduced on both sides.

7. In the present appeal, the following points have to be determined:-

(1) Whether the appeal has to be allowed?

(2) To what other reliefs the appellant is entitled to do?

8. Answer for point:-

(I)The learned counsel for the plaintiff argued that the plaintiff has examined PW1 to PW3 to prove the execution of Ex.A1 - pronote and the scribe and attesting witness PW2 and PW3 have deposed without any discrepancies about the execution of pronote and passing of consideration. He further contended that the defendants have admitted in their written statement that the plaintiff's father has obtained signatures from them and so the presumption as to the execution and passing of consideration is in favour of the plaintiff as per Sections 20 and 118 of the Negotiable Instruments Act and the defendants have to prove that Ex.A1 - pronote is not supported by consideration.

9. The learned counsel for the plaintiff would further argue that the defendants evidence through DW1 shows that except the sale agreement, no signatures were obtained from the 1st defendant or the 2nd defendant, but deposed that she did not accompany the 2nd defendant at the time of writing sale agreement but Ex.A1 pronote is jointly executed by both the defendants and the evidence of DW1 is inconsistent with the pleadings and DW1's denial about her own signature in written statement itself shows the intention of the defendants to make denial of all signatures to cheat the plaintiff. He further submitted that the defendants have

not obtained permission from the Court to inspect Ex.A1 and the 1st defendant has not deposed before this court and no documents were produced to show that she was not well. Hence, it was prayed to decree the suit as prayed for.

10. Per contra, the learned counsel for the defendants would argue that the suit promissory note is forged and the defendants have denied their signatures in the Ex.A1 - Promissory note and the initial burden as to prove the execution of the promissory note is upon the plaintiff and the defendants have only admitted that the 2nd defendant had signed in a document obtained by one Arumugam, who is the plaintiff's father and they came to know that the said document was a sale agreement only when the plaintiff's mother Malliga filed a suit against the 2nd defendant Bakkiyathammal in the year 2013 and the said suit was also dismissed and that there is no talking terms between the families after 2013 and hence the Ex.A1 dated 15.04.2014 is a fabricated document to take revenge upon the defendants for the earlier case. The learned counsel for the defendants would further argue that the plaintiff has not proved the execution of Ex.A1 and the witnesses are relatives of plaintiff and they have deposed that they do not know about the loan amount before meeting the plaintiff on the date of execution, but PW2 and PW3 have stated that they filled Ex.A1 even before reaching the plaintiff's house and the evidence of plaintiff is not true and execution of Ex.A1 for proper consideration and its genuineness not proved and the defendants have produced Ex.B5 and Ex.B6 registered documents to show the difference in the thumb impression mark of the 2nd defendant compared to that of Ex.A1. He further contended that the thumb impression in Ex.A1 is found to be obtained in ink and not from stamp pad and the size of the thumb impression found in Ex A1 and Ex B 5, FH 6 itself shows that the said thumb impression does not belongs to 2nd defendant and that the plaintiff has not taken any steps for comparison of

signatures and stated that the plaintiff has not proved her case and so sought for dismissal of suit with costs.

11. The case of the plaintiff is that the defendants have themselves admitted their signatures as per their written statement and so the presumption as to the execution and passing of consideration is in favour of the plaintiff as per Section 118 of the Negotiable Instruments Act. But the defendants deny their signature and thumb impression. The relationship between both parties that the defendant is the sister of the plaintiff's father and the 1st defendant is the daughter in law of 2nd defendant is admitted. The parties to the suit also admit that there was an earlier suit filed by the plaintiff's mother against defendant. The plaintiff has examined herself as PW1 and the attesting witness to Ex.A1 - promissory note as PW2 and the scribe was examined as PW3.

12. PW I was testified in cross examination by the defendants side stating that the plaintiff has no means to lend money to the defendants and there was no talking terms between the family of plaintiff and defendants after 2016 and that Ex.A1 is fabricated by the plaintiff's father and PW1 has denied them as false. But, PW1 has stated there was misunderstandings between both the families only after the defendants refused pay the loan amount to plaintiff. She has also deposed that she lended money to the defendants to settle the debts of the defendants in sending the husband of i" defendant to foreign country. The said recitals about the reasons for getting loan is found place in Ex.A1 promissory note.

13. The attesting witness PW2 has been testified in cross examination and PW2 has deposed that the form for Ex.A1 - promissory note was purchased from a shop in Varanavasi and PW3 filled the promissory note in the shop and the signature and thumb impression was obtained from the defendants at plaintiff's house. PW3 have also deposed in corroborating the facts stated by PW2. The

learned counsel for defendants argued that PW3 deposed that the suit loan was given before the problem between the plaintiff and defendant family which means it is said to be given before 2013 suit filed by plaintiff's mother and PW 3 is the relative of plaintiff and has deposed falsely in favour of plaintiff. The said contention of the learned counsel could not be accepted since PW 1 has deposed that the problem between the families arose after the defendants have refused to pay her back the money given by her and the evidence of PW2 and PW3 corroborating the plaintiff's case is found to be reliable.

14. The plaintiff has proved the execution of Ex.A1 - promissory note and so the statutory presumption as to the execution and passing of consideration stands in favour of the plaintiff. The burden now shifts upon the defendant to prove that the suit promissory note was not true and not supported by consideration as pleaded by them in written statement. The defendants are not bound to make strict proof of their case but have to rebutt the presumption in favour of the plaintiff based on preponderance of probabilities. The contention of the defendants is that the plaintiff has to take steps to prove the signature of 1st defendant and the thumb impression of 2nd defendant in suit promissory note by sending it for comparison of expert

15. But, the plaintiff side arguments is that the defendants have pleaded that the 2nd defendant has put her thumb impression only once in a document shown to her by plaintiff's father Arumugam and only after the suit filed b Malliga, mother of the plaintiff, they came to know that the document and they have contested the case and the earlier suit filed Malliga was dismissed that the suit transaction was for loan obtained by defendant Bakiyathammal from Arumugam. The plaintiff's contention is that the the 1st defendant alone has entered the witness box and deposed as DW1 and she has stated that she did not accompany the 2nd defendant

while getting her thumb impression and so the defendants case that the Ex.A1 - promissory note is created is false. When DW1 was cross examined by plaintiff side, she has deposed denying her signature in written statement and also denied about filing written statement to the plaintiff's suit. Further DW1 has deposed that the defendant is not abled to come to court to depose as witness. But, except for DW1's statement no document was produced to show that the 2nd defendant was not abled to depose as witness. The defendants have not examined the 2nd defendant even though their specific case is that the present suit arose due to the enmity from the transaction between the 2nd defendant and her brother.

16. The defendants have produced Ex.B1 to Ex.B4 which are the decree and judgment of suit and appeal filed by Malliga and Ex.B5 is the sale agreement executed by 2nd defendant to Arumugam and Ex.B6 is its cancellation deed and Ex. B7 is another sale agreement between 2nd defendant and Malliga. The above Ex.B5 to Ex.B7 are said to have been filed by the defendants to show the difference in thumb impression of 2nd defendant in the said documents and Ex.A1. But, the admission of earlier transaction between 2nd defendant and plaintiff's parents from 2009 and Ex.B1 to Ex.B4 litigations between them show that the 2nd defendant has borrowed money from the plaintiff's father at many instances.

17. Further DW 1 has deposed that the loan on the admitted sale agreement to Arumugam was not paid by them so far and she has deposed that they were ready to settle but the plaintiff family have refused. DW1 has also admitted that her husband was at foreign country but she specifically deposed that she do not know the number of years her husband stayed there. This admission of DW1 along with PW1's deposition and Ex.A1 recitals show that the suit transaction happened for settling the debts obtained for sending 1st defendant's husband to foreign country. DW1 has denied her own signature in written statement in her cross examination

and also the written statement itself. The 2nd defendant who filed written statement did not enter into witness box. So, the contention of the defendants that the plaintiff has to take steps to send the signature and thumb impression for comparison by expert is not reasonable.

18. As discussed above, it is concluded that the defendants have failed to rebut the presumption in favour of the plaintiff and the plaintiff has proved the execution of Ex.AI promissory note by the defendants through PW1 to PW3 and Ex.A1 to Ex.A3. Hence, the plaintiff is entitled to the relief prayed.

19. Under such circumstances presumption drawn infavour of the defendant was not rebutted by the plaintiff herein. So, the plaintiff case that the defendant borrowed the amount and executed the promissory note is found to be proved. The plaintiff has proved those facts. There is no valid ground to interfere with the judgment of the trial court.

20. In this case, the learned Sub Judge, Ariyaur has thoroughly analysed the oral and material evidences and decreed the suit. Hence, this court does not find any infirmity (or) irregularity over the judgment and decree passed by the learned Sub Judge, Ariyalur. No merits found in this appeal. Therefore, this court decides that the appeal is not found as sustainable one. Accordingly, answering this point.

In the result, this appeal is dismissed with cost. The Judgment and decree passed by the trial court in O.S.No.92 of 2017, dated 28.11.2023 is confirmed.

Directly dictated by me to the Stenographer and typed by her and corrected and pronounced by me in open Court this the 20th day of July 2026.

Additional District Judge,
Ariyalur.

Appellant/ Plaintiff side Witnesses & Documents:- Nil

Respondent/Defendant side Witnesses, Documents:- Nil

Additional District Judge,
Ariyalur.