IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE, DINDIGUL,

Present:Thiru.V.Padmanabhan, M.A., M.L., D.H.,
Principal District Judge.

Monday, dated this the 20th day of July, 2026

O.S.No.297/2022

Ramasamy … Plaintiff

-Vs-

P.Periyasamy @ Chempa Gounder ... Defendant

This suit came before this Court on 07.07.2026 for final hearing in the presence of V.Rathinam, Advocate appearing for the plaintiff and Tvl.R.Ganesan and K.Nallasamy, Advocates for the defendant, upon hearing the arguments of both sides, upon perusing the entire records of the case and having stood over for consideration till this day, this Court delivered the following:-

JUDGMENT

The plaintiff has filed the suit to direct the defendant to pay a sum of Rs.24,00,000/- with interest at the rate of 12% on the principal amount of Rs.20,00,000/- from the date of suit till the date of realization and for costs and any other reliefs.

2) The averments made in the plaint are as follows:-

The defendant borrowed a sum of Rs.20,00,000/- for purchasing house property, from the plaintiff and agreeing to repay the said amount with interest at the rate of Re.1/- per Rs.100/- per month and executed a Promissory note to that effect on 03.12.2020. Thereafter, the defendant not paid either principal or interest amount in spite of several requests made by the plaintiff directly and through his men. The plaintiff issued legal notice dated 30.07.2022. But the defendant evaded it and the same was returned. Hence, this suit.

3) The brief averments in the written statement filed by the defendant :

All the allegations in the plaint are denied as false, frivolous and unsustainable in law and the plaintiff is liable to strict proof of the same. The plaintiff is not entitled to any relief. The plaintiff and the defendant are close relatives. The plaintiff has filed this case only to cheat the defendant and to grab his property. The plaintiff has not come to the court with clean hands. This defendant not borrowed any amount and not executed any pronote to the plaintiff and the plaintiff has no source or property to give such huge loan to others and there was no proof that on 03.12.2020 he had such much of amount in his hand. The defendant has no issues and his wife expired on 04.07.2022. In order to grab the properties from the defendant, the plaintiff and his relatives namely Muthusamy, Karuppusamy and Mano colluded together and prepared the suit promissory note forgedly. The plaintiff filed a petition to attach the property before judgment. Both the plaint and the petition were not maintainable. The defendant not received any notice from the plaintiff. The cause of action is not correct and the case is liable to be dismised with the cost of this defendant.

4) On the side of plaintiff, he himself examined as PW1 and scribe Thiru.A.Sakthivel was examined as PW2 and one witness to the pronote Thiru.B Sakthivel was examined as PW3 and Ex.A1 to Ex. A5 were marked. On the side of defendant, he was examined as DW1 and Ex.B1 oExB3 were marked.

5) **<u>Based on the above pleadings, the following issues were framed on 20.09.2023 :</u>**

1) Whether the suit promissory note was executed to the plaintiff by the defendant for consideration ?
2) Is it true that the plaintiff has no cause of action to file this case ?
3) Whether the plaintiff is entitled for the relief as prayed for ?
4) What other relief the plaintiff is entitled to ?

Additional issues framed on 01.07.2026 :

1) Whether the defendant borrowed a sum of Rs.20,00,000/- as a loan from the plaintiff on 03.12.2020 and executed the suit promissory note ?

6) Issue No.1 and Additional Issue No.1 :

The plaintiff's case is that the defendant is his close relative. The defendant borrowed a sum of Rs.20,00,000/- as a loan to purchase a house and executed Ex.A1 suit promissory note and he agreed to repay the principal amount with interest at the rate of 12%. Despite several demands, the defendant did not come forward to pay the said loan amount. On 30.07.2022 the plaintiff sent Ex.A1 lawyer notice and the defendant wantonly refused to receive it and had not paid the loan amount.

7) The defendant's case as per averments in the written statement is that he never borrowed suit loan amount from the plaintiff. The signature found in the suit promissory note is not belongs to him. The plaintiff has no income source to lent the suit loan. The defendant has sufficient means. After the death of defendant's wife, the plaintiff along with his relatives namely Muthusamy, Karuppusamy and Mano trying to grab his property. The suit promissory note is rank forged.

8) The plaintiff examined himself as PW1, the evidence of plaintiff's testimony was that the defendant obtained a sum of Rs.20,00,000/- as loan and executed Ex.A1 suit promissory note on 03.12.2020. Further, he testified that the defendant failed to repay the loan amount with interest and hence, he issued Ex.A2 lawyer notice and the defendant refused to receive it. The evidence of PW1 regarding the advancement of Rs.20,00,000/- on 03.12.2020 as a loan is cogent and convincing to the Court. The attesting witnesses to the Ex.A1 suit promissory note have been examined as PW2 and PW3. They also have specifically spoken about the factum of borrowal of suit loan by the defenant and also execution of Ex.A1 suit promissory note in favour of the plaintiff . In fact, their evidence is reliable and trustworthy in respect of advancement of loan and execution of suit promissory note. From the discussions made above, this Court finds that plaintiff has proved the initial burden cast upon him. In this way, the plaintiff has established the statutory presumption available u/s 118 of Negotiable Instrument Act in favour of him. The burden to rebut the same lies heavily on the defendant. It is for the defendant who had rebut the statutory presumption u/s.118 of N.I.Act.

9) Coming to the defence version, the defendant did not put forth any consistant defence. In the written statement, he has specifically stated that he did not borrow the loan amount from the plaintiff and the plaintiff along with one Muthusamy, Karuppusamy and Mano conspire to grab the defendant's property and they forged the defendant's signature and filed this suit. To substantiate this version, the defendant did not produce any legally acceptable oral or documentary evidence. In fact, during cross examination, he would admit that he did not know about the said three persons and he did not state about them in the proof affidavit. There by the case, the defence version is not acceptable one.

10) The defendant took another one specific plea that the signature found in the suit promissory note is not belonged to him and it was a forged one. Prior to filing of this case, the plaintiff issued Ex.A2 lawyer notice to the defendant. According to the plaintiff, after knowing the fact, the defendant refused to receive it and returned it. But, the defendant took defence that no notice was served upon him. From perusal of case records, it reveals that the very same address mentioned in Ex.A2 notice is mentioned in the plaint and court summon sent was received by the defendant. In such circumstances, the argument put forth on plaintiff that after knowing the fact, the defendant did not receive Ex.A2 notice is quite acceptable one.

11) Another one defence put forth by the defendant is the plaintiff has no means to lend the suit loan to him. It is the specific case of the plaintiff that for purchase of house property, the defendant borrowed the loan amount on 03.12.2020. During cross examination, the defendant would admit that on 16.09.2013 he along with his wife purchased a property. On 03.12.2020 the defendant along with his wife purchased a property through Ex.B3 sale deed. When the sale deed dated 03.12.2020 stands in the name of defendant and his wife was shown to the defendant, he did not admit the same. Further, defendant has stated that he deposited sizable amount in the bank and also sold the properties to several persons. According to plaintiff, the suit promisory note was executed on the very same day to purchase the property. In such circumstances, the plaintiff's version that to purchase the property, the defendant borrowed suit loan is believable one.

12) Next contention of the defendant is financial soundness of the plaintiff as he has no means to lent such huge amount. During the cross examination of the plaintiff, the defendant marked Ex.B1 and Ex.B2 sale deeds executed by plaintiff's wife, and plaintiff in the year 2018 and 2023 respectively. It would go to show that the plaintiff's family has source. It is relevant to refer the decision reported in ***Anbarasu /vs/ Mukanchand Bothra (deceased) and other (2019(4) CTC page 871) case, wherein our Hon'ble High Court held as follows:***

> " *Insistence on the complainant to prove the source of income, albeit Section 139 of the NI Act would arise in a case where the Court finds that the accused has, by preponderance of probability, discharged the burden under Section 139 of the NI Act.* "

As already indicated, the defendant failed to rebut the statutory presumption. In such circumstances, the principle laid down by our Hon'ble High Court is applicable to the facts and circumstances of the case.

13) Atlast the defendant has a defence that Ex.A1 is forged one. Admittedly, the defendant did not take any steps to compare the signature found in Ex.A1 with his admitted signature. Further, as per Sec.73 of Indian Evidence Act, this Court compared the signature found in Ex.A1, with the signatures of defendant found in his proof affidavit, this Court comes to the conclusion that both the signatures are one and the same. Further, admittedly, the defendant did not take any steps to prefer complaint in the police station or to approach criminal Court. Considering all these discussions and in the interest of justice, this Court comes to the conclusion that the defendant on 03.12.2020 borrowed the sum of Rs.20,00,000/- from the plaintiff and executed suit promissory note.

14) The learned counsel appearing for the defendant contented that there are material contradictions found in PW1 to PW3's evidence. This argument has no force at all. On perusal of entire evidence of PW1 to PW3 would go to show that on 03.12.2020 the defendant borrowed a sum of Rs.20,00,000/- as loan from the plaintiff and executed the suit promissory note.

15) The learned counsel appearing for the defendant by relying upon the authorities reported in the following cases..

1) K.Rajendra Kumar Jain Vs.D.Jayanthi and another in [2017 -1- L.W. 515]

2)Ashok Kumar Vs. Ms.Latha in [2017 5 MLJ 423]

3) Kathirvel Vs.POUrushothaman [2017 1 L.W. 722]

4) R.Srinivasan Vs. S.Srinivasan [(2023) 2 MLJ 181]

5) R.Shanthi Vs.Gopikrishnan and others [2023 (1) MWN (Civil) 149]

6) Karuippana gounder VS.Karuppusamy Gounder [(2016 (1) TNCJ 928 (MAD)]

7) S.Murugesan Vs.P.Suguna [2026 -1- L.W. 721]

8) L.Rajendran Vs. D.Venkatesan [2026 -1- L.W. 950]

9) D.Dhanalakshmi Vs. M/s.Radhkrsihna Mukltiple Industries (P) Ltd and another. [2015 (2) T.N.C.J.780 (MAD) (MB)]

10) Renox Commercials Ltd., Vs. Inventa Technologies Pvt.Ltd., [AIR 2000 Madras 213]

and contended that execution of pronote was not proved and the plaintiff had no capacity to lend the suit loan and that defendant rebutted the presumption. This argument is not sustainable. As already indicated the plaintiff proved his initial burden cast upon him. Further, the execution of suit promisory note and lending of loan amount to the defendant is proved by the plaintiff through meaningful evidece. As already pinpointed, the plaintiff has source to lent money. In such circumstances, the facts and circumstances of the case relied upon by the defendant is not applicable to the fact of this case and it is further held that the defendant has borrowed the sum of Rs.20,00,000/- on 03.12.2020 and executed the suit promissory note for consideration and thus the Issue No.1 and Additional Issue No.1 are answered accordingly.

16) Issue No.2 :

Issue No.1 and Additional Issue No.1 are answered in favour of the plaintiff that the defendant has borrowed the loan amount and executed the suit promissory note for consideration and hence, it is held that the plaintiff is entitled for the suit claim with subsequent interest and this issue is answered accordingly.

17) Issue No.3 :

In view of the decision taken for issue No.2 that the plaintiff is entitled to the suit claim and the defendant is directed to pay the suit claim of Rs.24,00,000/- with interest at the rate of 9% p.a on the Principal amount of Rs.20,00,000/- from the date of plaint to the date of decree and thereafter at 6% p.a till realization with cost and the plaintiff is not entitled for any other relief and this issue is answered accordingly.

In the result, this suit is decreed with cost directing the defendant to pay a sum of Rs.24,00,000/- to the plaintiff with interest at the rate of 9% p.a on the

Principal amount of Rs.20,00,000/- from the date of plaint to the date of decree and thereafter at 6% p.a till realization.

Dictated to the Stenographer Gr.I, transcribed and typed by her through computer, corrected and pronounced by me in open Court, this the 20th day of July, 2026.

PADMANABAN VENKATASAMY

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Date: 2026.07.20 18:56:10 +0530

Principal District Judge,
Dindigul.

ANNEXURE:

I. **Plaintiff's side witnesses:**

1	PW1	Thiru. Ramasamy (Plaintiff)
2	PW2	Thiru A.Sakthivel
3	PW3	Thiru B.Sakthivel

II. **Plaintiff's side Documents:**

Ex.A1	03.12.2020	Suit pronote (original).
Ex.A2	30.07.2022	Legal notice sent by the plaintiff to the defendant with postal receipt (Office copy).
Ex.A3	02.08.2022	Postal department track consignment (copy).
Ex.A4	03.12.2020	Signature of A.Sakthivel in the promissory note.
Ex.A5	03.12.2020	Signature of B.Sakthivel in the promissory note.

III. **Defendant's side witness:**

1	DW1	Thiru. Periyasamy (Defendant)

IV. **Defendant's side Documents:**

Ex.B1	29.11.2018	Sale deed executed by Ramasamy's wife Agaramuthu to one Parimala. (Photo copy)

Ex.B2	03.05.2023	Sale deed executed by Ramasamy to one Parimala. (Photo copy)
Ex.B3	03.12.2020	Sale deed executed in the name of defendant and his wife.

PADMANABAN VENKATASAMY

Digitally signed by PADMANABAN VENKATASAMY
Date: 2026.07.20 18:56:24 +0530

Principal District Judge,
Dindigul.