

IN THE PRINCIPAL SUBORDINATE COURT AT KANCHEEPURAM

PRESENT: TMT J. MOHANA, M.L.,

PRINCIPAL SUBORDINATE JUDGE

Wednesday the 2nd day of September 2026

ORIGINAL SUIT NO.11 OF 2020

(CNR.No.TNKP07 – 000010 – 2020)

N. Sivagnanam

.....Plaintiff

/Vs/

1.S. Athinarayanan (died)

2. A. Kumari

3. A. Kanchana

4. A. Prasana

(Defendants 2 to 4 are implead as per amended
in I.A.No.2/2023 dated 21.08.2023)

.....Defendants

This suit have come up on 11.08.2026 before me for final hearing in the presence of M/s. P.K. Thevarajan, G. Pandurangan, and V.Vimalanathan learned counsels appearing for the Plaintiff and M/s. B. Ramesh kumar, V.S. Getharnath, A. Sarala and A. Rajavel learned counsels appearing for the Defendants No. 2 to 4 and upon hearing the submissions made by the learned counsels for the Plaintiff and Defendants and also on perusal of the records, having stood over for consideration till this day, this Court delivers the following:

JUDGMENT

1. This suit is filed for recovery of Rs.5,01,200/- and direct the defendant to pay the same together with interest at the rate of 24% p.a from the date of plaint till the date of decree and afterwards 6% upon Rs.3,00,000/- till realization and for costs.

2. CASE OF THE PLAINTIFF: The defendant has borrowed a sum of Rs.3,00,000/- on 16.03.2017 for his family & Business expenses from the plaintiff and the defendant has executed the suit demand promissory note on same date and agreeing to pay the above said principal amount of Rs.3,00,000/-with interest at the rate of 24% p.a On the time of borrowing amount defendant given one original settlement deed in the name of his son, Reg.No.is 2924/2007 and defendant son and his wife also signed witness of the promissory note. The defendant has not chosen to pay any sum either as principal or interest in spite of the plaintiff's repeated demands. The plaintiff is issued the legal notice to the defendant. Hence the suit.

3. CASE OF WRITTEN STATEMENT OF SECOND DEFENDANT AND ADOPTED BY DEFENDANTS 3 AND 4:

The Second defendant does not aware of the borrowal of Rs.3,00,000/- allegedly made by her demised husband /D1 on 16.03.2017. Even if there was any borrowal by D1 not even a single paisa was spent for the benefit of the family expenses of whatsoever nature. This defendant does not aware of the fact that late. Athinarayanan had entrusted the original settlement deed dated 09.05.2007 registered as Doc.No.2924/2007 to the plaintiff. It is false to allege that this defendant and her son/D4 had not signed in any deed, document instrument or the suit promissory note. Athinarayanan was engaged in sundry job had no regular income, the entire family was suffering in poverty/penury, till date having hand to mouth existence and is

struggling to make both ends meet. There is no necessity for late. Athinarayanan to borrow huge a sum of Rs.3,00,000/- much less for any family needs and expenses. As per law no personal decree can be passed as against the legal heirs/legal representatives of the deceased borrower/D1, late. Athinarayanan. Decree if any is passed then that can be only as against to estate or asset if any left over by the deceased in the hands of such Lrs. The defendants 2 to 4 inherited or succeeded nothing from Late. Athinarayanan. In fact this is well known to the plaintiff. The plaintiff had deliberately amended the plaint still claiming personal decree as against the defendants 2 to 4. Hence, the suit is liable to be dismissed.

4. ISSUES:

- (1) Whether the suit promissory note has been executed for a valid consideration?
- (2) If yes whether the plaintiff is entitled for recovery of money as prayed for?
- (3) To what other relief the plaintiff is entitled for?

5. Heard the rival submissions made by the learned counsels for the plaintiff and the defendants. Also, perused the records.

6. On the side of the plaintiff, plaintiff himself examined as PW1 and Ex.A1 to Ex.A4 documents were marked on the side of plaintiff. One Prasanna (4th defendant) was examined as DW1 and no documents has been marked on the side of defendants.

Ex.A1 –Promissory note executed by the defendant in favour of the plaintiff; Ex.A2 – Legal notice; Ex.A3 –Acknowledgment card; Ex.A4 -Settlement deed;

7. ISSUES No. 1 AND 2:

The case of the plaintiff is that the 1st defendant has borrowed a sum of Rs.3,00,000/- from the plaintiff and executed a promissory note by the 1st defendant in favour of plaintiff dated 16.03.2017. Repeated requests made by the plaintiff, the 1st defendant not been paid either principal or interest. Hence this suit. ON the other hand, the defendants stating that the 1st defendant has executed a settlement deed in favour of his son and 4th defendant herein on 09.05.2007 in Document No.2924/2007. Further the defendants states that as legal heirs of 1st defendant late. Athinarayanan, they neither inherited nor succeeded to any estate, asset (or) money worth the value. So, as per law no personal decree can be passed as against the legal heirs/Legal representatives of the deceased borrowed/D1 late. Athinarayanan. Hence the defendants prays to dismiss the suit.

8. Both side heard. Records perused. During cross examination of PW1 deposed “ முதல் பிரதிவாதி தான் கடன் வாங்கினார், அந்த சமயம் அவருடைய மனைவி, மகன் உடன் இருந்தனர். வா.சா.ஆ.1 ஆவணத்தில் முதல் பிரதிவாதியும் அவருடைய மனைவி மகன் கையெழுத்து செய்துள்ளாரா என்றால் சாட்சி கையெழுத்து செய்துள்ளனர். " and

DW1 deposed " வா.சா.ஆ.1 ல் நானும் எனது தாயாரும் சாட்சி கையொப்பம் போட்டுள்ளோம் என்று நான் எனது பிரமாண வாக்குமூலத்தில் குறிப்பிட்டுள்ளேன் என்றால் சரிதான். வா.சா.ஆ.1 ல் முதல் சாட்சி கையொப்பம் என்னுடைய அம்மா கையொப்பம் என்றும் 2 வது கையொப்பம் என்னுடையது என்றால் சரிதான். வா.சா.ஆ.1 ல் எனது அப்பா ஆதிநாராயணன் கையொப்பம் செய்துள்ளார் என்றால் சரிதான்" respectively. Upon a careful consideration of the above evidence, the court is able to certain that it was the 1st defendant who borrowed the money, and his wife and son were present and signed as witnesses. Further, it is evident from the evidence of the 4th defendant, who is the son of the 1st defendant who was examined as a witness in this case, that during examination he deposed that he and his mother had signed as witnesses in Ex.A1. Therefore, it is clearly established that the signature found in the promissory note marked as Ex.A1 is the signature of the 1st defendant and the identity of the signature of the 1st defendant is also clearly established.

9. Further, during the pending of the suit, the 1st defendant died. Consequently, the defendants 2 to 4 were impleaded as the legal heirs of the 1st defendant. During cross examination of வா.சா.ஆ.2 ஆவணம் 1ம் பிரதிவாதியின் மகன் பாலகிருஷ்ணன் என்கிற பிரசன்னா பெயரில் உள்ளது. வா.சா.ஆ.1 ல் உள்ள விவரம் நான் சாட்சி கையொப்பம் செய்துள்ளதால் எனக்கு தெரியும் என்றால் தெரியாது காரணம் நான் வெற்று பேப்பரில் தான் கையொப்பம் செய்தேன் என்று எனது பிரமாண வாக்குமூலத்தில் சொல்லியுள்ளேனா என்றால் இல்லை. On behalf of the plaintiff,

the settlement deed marked as Ex.A4. Upon a careful consideration of Ex.A4 the court finds that on 09.05.2007 the 1st defendant executed a registered settlement deed in Document No.2924/2007 infavour of his son, the 4th defendant Prasanna. Therefore, upon a careful examination of Ex.A4, the court finds that the property relates to Ex.A4 belongs to the 4th defendant.

10. Further, Ex.A1 namely the promissory note, has been filed. Though the defendants 2 to 4 have signed the same as witnesses, this court is of the view that a personal decree cannot be passed against the legal heirs of the 1st defendant in respect of the loan borrowed by the 1st defendant and the promissory note executed by him. Further, there is also no evidence whatsoever before this court to establish that the 1st defendant had left behind any properties which devolved upon his legal heirs. Further, Ex.A4 namely the settlement deed relates to a property which does not stand in the name of the 1st defendant. Therefore, this court has come to the conclusion that, in respect of the recovery of money claimed by the plaintiff, no order can be passed directing the defendants 2 to 4 to repay the said amount. Accordingly, the suit is dismissed.

11. ISSUE NO:3 In view of the findings rendered on the foregoing issues, the plaintiff is not entitled to any relief other than what is granted herein. Accordingly, Issue No.3 is answered.

12. RESULT: In the result, for the foregoing reasons, the suit is dismissed. Both parties shall bear their own cost.

Dictated to the Steno-typist, typed by her directly in the desktop, corrected and pronounced by me in the open Court, on this the 2nd day of September 2026.

Principal Subordinate Judge,
Kancheepuram.

LIST OF WITNESSES EXAMINED ON THE SIDE OF THE PLAINTIFF:

PW1 Sivagnanam

LIST OF DOCUMENTS EXHIBITED ON THE SIDE OF THE PLAINTIFF:

Ex.A1 16.03.2017 Promissory note executed by the defendant in favour of the plaintiff – Original
Ex.A2 23.12.2019 Legal notice – Office copy
Ex.A3 24.12.2019 Acknowledgment card - Original
Ex.A4 09.05.2007 Settlement deed – Original

LIST OF WITNESS EXAMINED ON THE SIDE OF DEFENDANT:

DW1 - Prasanna

LIST OF DOCUMENTS EXHIBITED ON THE SIDE OF THE DEFENDANTS:

NIL

Principal Subordinate Judge,
Kancheepuram.
