

In the Court of Principal Subordinate Judge, Karur.

Present:- Tmt. K.L. Priyanga, B.A.,B.L., (Hons)

Principal Subordinate Judge, Karur.

Thiruvalluvarandu 2057, Sri Parapava year, 11th day of Month of Aadi

Monday, the 27th day of July - 2026

O.S.No.895/2017

CNR.No.TNKR03-001976-2017

V. Balakrishnan

... Plaintiff

// versus //

G. Gopalsamy

... Defendant

This suit coming on this day of 13.07.2026 before me for final hearing in the presence of Thiru.T. Ravikumar, the learned counsel for the plaintiff and in the presence of Thiru.C. Somasundaram, the learned counsel for the defendant, having stood over for consideration till this day, and upon hearing and perusing the oral and documentary evidences, this court doth delivering this...

JUDGMENT

This suit has been filed by the plaintiff seeking relief of payment of suit amount of Rs.8,29,500/- together with interest and with cost.

2. BRIEF AVERMENTS OF THE PLAINT:-

That on 24.02.2016, the defendant borrowed a sum of Rs.7,00,000/- from the plaintiff and executed a promissory note agreeing to repay the principal and interest. That inspite of repeated demands by the plaintiff, the defendant has not paid any amount. Legal notice dated 22.11.2017 was issued to the defendant which was received the legal notice on 24.11.2017 by him. But, the defendant failed to pay the amount and hence the suit.

3) BRIEF AVERMENTS IN THE WRITTEN STATEMENT:-

That the plaint averments are all false and vexatious. That plaintiff was rented out a shop for monthly rent of Rs.350/- with the mother of the defendant for the property situated in door No.22/4, Sellandipalayam East, Thoranakkalpatti Village, Karur Taluk by virtue of rental agreement dated 01.04.2006. On 10.01.2011, the defendant borrowed a sum of Rs.1,00,000/- from the plaintiff and gave him four promissory notes with his signature alone and on 31.03.2012, the defendant returned back the money with interest and the plaintiff also executed an undertaking document on the same day but he failed to return all the blank promissory notes and has come up with this suit with the lapsed promissory notes and hence this suit is liable to be dismissed.

4. SETTLED ISSUES:-

- 1) Whether the defendant has executed the suit promissory note dated 24.02.2016 in favour of the plaintiff for consideration?
- 2) Whether the plaintiff is entitled to recover the suit amount alongwith interest from the defendant as prayed for?
- 3) To what other relief, the plaintiff entitled to?

5) EVIDENCE:

On the side of the plaintiff, the plaintiff himself examined as PW1 and Ex.A1 to A3 were marked. One Mohanraj was examined as PW2 and no document was marked. On the side of the Defendant, the defendant himself examined as DW1 and EX.B1 and Ex.B2 were marked.

6) DISCUSSION WITH RESPECT TO ISSUE NO.1 and 2:-

6.1) This suit has been filed by the plaintiff to claim the principal amount along with interest from the defendant. The case of the plaintiff is that the defendant borrowed a sum of Rs.7,00,000/- on 24.02.2016 and executed a promissory note agreeing to pay interest at the rate of 5 paise per Rs.100/- per month. Thereafter, despite repeated demands and reminders, the defendant failed to repay the principal as well as the interest which forced the plaintiff to knock the doors of justice. In contra, the contention of the defendant is that the execution of promissory note is false and the plaintiff misusing the promissory note given by the defendant with his signature alone has come out with this false suit.

6.2) This court carefully scrutinizes the oral and documentary evidence on both sides. While the case of the plaintiff is that the defendant had executed the suit promissory note affixing his signature in the presence of scribe-cum-witness namely Mohanraj (PW2) but failed to repay the principal as well as the interest, the contra case of the defendant is that he has not executed any promissory note in favour of the plaintiff on the alleged date and with the help of unfilled promissory note with regard to the earlier cash transaction, the plaintiff has come forward with this false suit.

6.3) It is pertinent to note that Sec.118 of Negotiable Instruments Act always places the initial onus on the plaintiff to prove the execution of the promissory note. Once the plaintiff has discharged the initial onus in proving the execution, the burden automatically shifts on the defendant to disprove the factum of execution, which has been proved by the plaintiff. Similarly, once the execution of the promissory note is proved in the manner known to law, the statutory presumption available under Sec.118 of the Negotiable-Instrument Act

attracts to the promissory note not only as to the date but also time, consideration act.

6.4) PW1 the holder of promissory note, in his evidence has categorically spoken about the manner in which the suit promissory note which has been marked as Ex.A1 came to be executed by the defendant. Similarly PW2, the scribe -cum witness who was present at the time of execution has also been examined to prove the execution of promissory note by the defendant. This Court also carefully scrutinizes the entire evidence of PW1 and PW2.

6.5) On perusal of the testimony of PW1, during his cross examination when a question is put forth before him as to the signature found on the vakalath filed on his side, he has strongly denied his signature in his vakalath. Further, he has also denied his signature in the proof affidavit filed by him. The extract of the evidence of PW1 at the time of his cross examination is as follows:-

"...என்னிடம் காட்டப்பட்டும் (வாதி தரப்பில் தாக்கல் செய்யப்பட்ட வக்காலத்து) வக்காலத்தில் உள்ள கையொப்பம் என்னுடையது கிடையாது."

"...என்னிடத்தில் காண்பிக்கப்படும் பிரமாண வாக்குமூலத்தில் உள்ள கையொப்பம் என்னுடையதல்ல."

6.6) From the abovesaid answers given by the plaintiff who had been examined as PW1, this court finds that either without his acknowledgement, vakalath and proof affidavit was filed on his side or it has been denied by the plaintiff as he was tutored to deny any signature, if shown during his cross examination. Anyhow, such a denial by the plaintiff shows that the court cannot rely on him as substantive proof. The denial of signature undermine the presumption due execution and understanding casting doubt on the validity of the document. Also it raises question about whether the vakalath and proof affidavit were signed knowingly.

6.7) Though, it may hinder the case of the plaintiff, this court has to let him to whether any corroborative witnesses are produced. In the case on hand, PW2 was examined to prove the due execution of the suit promissory note. It has to be noted here that PW2 is none other than the son of PW1, the plaintiff herein. Neither in the chief affidavit of PW1 nor in the chief affidavit of PW2, the relationship between PW1 and PW2 was disclosed. Only during their cross examination the relationship between PW1 and PW2 was elucidated.

At this juncture, it has to be noted here that PW2 was portrayed as an independent witness in the chief examination of PW1 which is extracted here under.

"...மேற்படி புரோதோட்டை நான் என்னை பற்றிய விவரங்கள் கூற, பிரதிவாதி அவரைப் பற்றிய விவரத்தினையும் கூற மேற்படி புரோதோட்டை கருர் மாவட்டம், கருர் வட்டம், ராயனூரில் வசிக்கும் வி. பாலகிருஷ்ணன் மகன் மோகன்ராஜ் என்பவர் எழுதினார்...."

In the same way, the following is extracted from the chief examination of PW1.

"மேற்படி புரோதோட்டை வாதி அவரை பற்றிய விவரங்கள் கூற, பிரதிவாதி அவரைப் பற்றிய விவரத்தினையும் கூற மேற்படி புரோதோட்டை நான் எழுதினேன்...."

6.8) From the oral testimony of PW1 and PW2, it is clear that they do not want their relationship to be revealed before this court of law which shows that their intention is not bonafide which also weakens the case of the plaintiff. Though, there is yet another witness having signed as attester to the suit promissory note, the plaintiff has not called upon him to be a witness in the case on hand, for the reasons best known to

him. So, the refusal to recognize the signature coupled with lack of supporting witness, in the considered view of this court, goes adverse to the case of the plaintiff and this court finds that the plaintiff has failed to comply with the legal requirement in proving the presumption available under Sec. 118 of the Negotiable -Instrument Act.

6.9) Having regard to the pleadings and entire evidence, this court finds that the plaintiff has not proved his case through oral and documentary evidence. Thus issue no 1 and 2 are answered against the plaintiff.

7) DISCUSSION AS TO ISSUE NO.3:

Since, issue no 1 and 2 are answered against the plaintiff, this court finds that the plaintiff is not entitled to any other relief.

8) Result,

In the result, the suit is dismissed with cost.

Dictated to Steno-Typist, typed by her directly on computer after carrying out corrections and pronounced by me in the open court on this the 27th day of July -2026.

**Principal Subordinate Judge,
Karur.**

WITNESSES EXAMINED ON THE SIDE OF THE PLAINTIFF:-

PW1 Balakrishnan (Plaintiff)

PW2 Mohanraj

DOCUMENT MARKED ON THE SIDE OF THE PLAINTIFF:-

Ex.A1	24.02.2016 Original Promissory note executed by the defendant in favour of the plaintiff for Rs.7,00,000/- (No endorsement)
Ex.A2	22.11.2017 Office copy of the legal notice issued by the counsel of plaintiff to the defendant
Ex.A3	24.11.2017 Original served Acknowledgement card

WITNESSES ON THE SIDE OF THE DEFENDANT :-

DW1	Gopalsamy (Defendant)
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DOCUMENTS MARKED ON THE SIDE OF THE DEFENDANT:-

Ex.B1	01.04.2006 Original Rent Agreement
Ex.B2	31.03.2012 Original undertaking affidavit for repayment of recovery of money

**Principal Subordinate Judge,
Karur.**

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PRINCIPAL SUB COURT, KARUR

O.S.No.895/2017

AFT

Dated :-27.07.2026

DRAFT / FAIR JUDGMENT

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