

TNMD010002372026



1

**IN THE COURT OF THE I ADDITIONAL DISTRICT JUDGE,
MADURAI**

**Present: Thiru. S. John Sundarlal Suresh, B.Sc., M.L.,
I Additional District Judge, Madurai.**

Friday the 17th day of July 2026.

A.S.No.20/2026

CNR No. TNMD010002372026

Saranya

--- Appellant/Defendant

/VS/

Murugesan

--- Respondent/Plaintiff

On appeal from the Judgment and decree in O.S.No.676/2022 dated 10.11.2025 on the file of the II Additional Subordinate Court, Madurai.

Murugesan

--- Plaintiff

/VS/

Saranya

--- Defendant

This appeal coming on 14.07.2026 for final hearing in the presence of Advocate M/s.A.Banumathi for the appellant and advocate Thiru.I.Kannan for the respondent, but no representation on the side of the respondent and perusing the



grounds of appeal, judgment and decree of the trial court and other material papers connected thereto and upon hearing the arguments of appellant and having stood over for consideration till this day, the court delivered the following

JUDGMENT

The plaintiff had filed the suit seeking the relief of recovery of money with interest. The trial court after taking into consideration of the evidence emerged on records decreed the suit. Aggrieved over the same the defendant has filed this appeal before this court.

The litigative status of the parties is referred as in the trial court in this appeal for the sake of convenience.

2. The contents of the plaint filed by the plaintiff in the trial court in brief as follows.

The defendant on 21.02.2021 has received the loan to a sum of Rs.80,000/- from the plaintiff and on the same day that the defendant executed a promissory note as security for the said loan in favour of the plaintiff. The defendant has agreed to pay interest at the rate of 24% per annum to the plaintiff for the said loan amount. As per the terms and conditions of the said promissory note, the defendant has agreed to pay interest every 5th of month to the plaintiff. But the defendant has not chosen to pay the interest has agreed even for a single month inspite of the repeated request of the plaintiff. The plaintiff on 09.03.2022 has issued a legal notice to the defendant to repay the loan amount with interest and she was received



on 10.03.2022. But the defendant has evaded to repay the loan by saying same pretext or other. Hence suit.

3. The contents of written statement filed by the defendant in the trial court in brief as follows

The suit filed for recovery of money is neither maintainable under law or on facts. The defendant is a resident of Pamban, Ramanathapuram district has no way connected with the plaintiff. The plaintiff is not known to the defendant and the defendant has not availed any loan on 21.02.2021 for her business from the plaintiff and never agreed for payment of any interest on the alleged loan amount. The defendant has not executed any promissory note in favour of the plaintiff as alleged in the plaint. The defendant being the permanent resident of Ramanathapuram district had no occasion to come to Madurai to borrow any amount from the plaintiff and there was no need for the defendant to come to Madurai for getting a sum of Rs.80,000/- as loan from the plaintiff. The suit promissory note has not been signed and executed in favour of the plaintiff and it is only a fabricated document created for the purpose of the case. The mere fact that no reply has been sent from the defendant for the legal notice cannot be presumed that the defendant has borrowed the amount and admitted the suit transaction. Hence the suit is to be dismissed.



4. The contents of grounds of Appeal filed by the appellant in brief as follows.

- The judgment and decree of the trial court are against law and evidence.
- The trial court decreed the suit without considering the oral and documentary evidence which are adduced in this case.
- The trial court failed to note that during the cross examination of PW1 that he stated that the pronote was filled up by him, but this fact was not mentioned in the plaint.
- The trial court failed to note about the source of amount of the plaintiff as it is stated that the plaintiff gave the amount to the defendant on the very same day when the amount was asked by the defendant.
- The trial court failed to note that the witness one Indira had affixed her signature in the suit pronote in tamil, but in the affidavit, she affixed her signature in english.
- The trial court failed to note that if the defendant want to get money, she would have got the same in her own place and need not come to Madurai, travelled long distance to get the amount and that appeal is to be allowed.

5. The points for the consideration

- 1 Whether the plaintiff is entitled for the relief of recovery of a sum of Rs.1,01,440/- with interest as prayed for?



- 2 Whether the judgment and decree of the trial court are correct in law?
- 3 To what other relief?

6. Point Nos.1 and 2:-

The specific case of the plaintiff is that the defendant on 21.02.2021 has received the loan to a sum of Rs.80,000/- from the plaintiff and on the same day the defendant executed a promissory note as security for the said loan in favour of the plaintiff. But the defendant has not chosen to pay the interest has agreed even for a single month and the loan amount despite the repeated request of the plaintiff. Hence the suit is to be decreed.

7. The specific case of the defendant is that the plaintiff is not known to the defendant and the defendant has not availed any loan on 21.02.2021 for her business from the plaintiff and never agreed for payment of any interest on the alleged loan amount. The suit promissory note has not been signed and executed in favour of the plaintiff and it is only a fabricated document created for the purpose of the case. Hence the suit is to be dismissed.

8. The learned counsel for the appellant/defendant contended that the defendant did not know the plaintiff that she did not execute the any pronote in favour of the plaintiff, affixing her signature in the suit pronote. The suit pronote is forged one. In fact the alleged witness in the pronote by name one Indira who



was examined as PW.2 affixed her alleged signature in tamil in the pronote under Ex.A1 dated 21.02.2021 whereas she affixed her signature in english in the proof affidavit filed by her before the trial court. The defendant is native of Pamban and there was no need for her to travel all the way from Pamban to Madurai to borrow the amount from the plaintiff. The plaintiff failed to prove the execution of the pronote by the defendant for valuable consideration in his favour. But the trial court on misappreciation of the evidence emerged on records decreed the suit. Hence the judgment and decree of the trial court are unsustainable in law, liable to be set aside and that appeal is to be allowed.

9. This court carefully considered the above said submission of the learned counsel of the appellant/defendant and perused the records. But there is no representation on the part of the respondent/plaintiff during the course of arguments in this appeal. The specific case of the plaintiff is that the defendant borrowed a sum of Rs.80,000/- from the plaintiff and executing the pronote under Ex.A1 dated 21.02.2021, but she failed to repay the said amount. The plaintiff filed the proof affidavit in terms of the contents of the plaint. Moreover the person by name one Indira who said to have affixed her signature as a witness in the pronote was examined as PW.2, she categorically spoke in her evidence about the execution of Ex.A1 pronote by the defendant in favour of the plaintiff for valuable consideration. The learned counsel for the appellant/defendant raised the point that the said alleged witness PW.2 by name Indira had affixed her alleged signature in tamil in the suit pronote whereas she affixed her signature in english in the proof affidavit filed in this case. But the said PW.2 Indira offered explanation during the



cross examination as she suddenly affixed her signature in the proof affidavit she signed the same in english. Moreover as per law that attesting witnesses is not required for validate the execution of the one pronote. Hence PW.2 affixed her signature in english or tamil in the suit pronote or not, does not make any difference in the validity of the pronote under Ex.A1 dated 21.02.2021.

10. The specific point raised by the learned counsel for the defendant is that she is native of Pamban and that there is no need for her to come all the way from Pamban to Madurai to borrow the amount from the plaintiff. It is pertinent to note that the plaintiff stated in his plaint that the wife of the plaintiff and the defendant are belonging to the same area and the plaintiff and defendant became family friends. The defendant was introduced by the wife of the plaintiff. Moreover the plaintiff sent a legal notice under Ex.A2 dated 09.03.2022 to the defendant demanding the amount. The acknowledgment of the said legal notice was admitted by the defendant in her written statement. But there was no reply sent by the defendant to the plaintiff, narrating the case projected by her in this case. If the case of the defendant is true, nothing prevented her from sending a reply notice to the plaintiff raising the defense raised by her in this case. Moreover the plaintiff has categorically offered an explanation as to how he had developed acquaintance with the defendant. Hence the case of the defendant that she does not know about the plaintiff and she never executed a pronote under Ex.A1 dated 21.02.2021 in favour of the plaintiff affixing her signature is unbelievable one and can not be countenanced for the purpose of this case. When PW.1 and PW.2 in particularly PW.1 categorically spoke about the execution of Ex.A1 pronote by the defendant



in his favour for valuable consideration, it is the duty of the defendant to prove the case projected by her in this case. But no legally acceptable evidence adduced on the side of the defendant to substantiate the case projected by her. Under these circumstances, on cumulative appraisal of the evidence emerged on record, this court concluded that the trial court on correct appreciation of the evidence emerged on record decreed the suit. Hence the well considered judgment and decree of the trial court need not to be interfered in this appeal and that the appeal is devoid of merits and liable to be dismissed. These points are answered accordingly.

11 . Point No. 3:-

Since above points are decided as above on the basis of the oral and documentary evidence the appeal is devoid of merits and liable to be dismissed. This point is answered accordingly.

In the result the appeal is dismissed, confirming the judgment and decree of the trial court. Having regard to the facts and circumstances of this case, no order as to cost.

Dictated to the Stenographer, transcribed and typed by her in the computer, corrected and pronounced by me in open court, on this 17th day of July 2026.

I Additional District Judge,
Madurai.