IN THE COURT OF THE FIRST ADDITIONAL DISTRICT JUDGE,
TIRUNELVELI.

PRESENT: Thiru. D. SELVAM, M.L.
1st Additional District Judge,
Tirunelveli.

Monday, the 27th day of July 2026.

Appeal Suit No. 44/2025
(CNR No.TNTL010046232024)

Mr. Karthikeyan … Appellant/Defendant

// Versus //

Mr. Esakkiappan … Respondent/Plaintiff

The appellant/Defendant preferred an appeal against the Judgment and decree passed by the Sub Judge, Ambasamudram, in O.S. No. 211/2021, dated. 28.11.2023.

Between

Mr. Esakkiappan … Plaintiff

And

Mr. Karthikeyan … Defendant

This appeal came up before this court on 01.07.2026 for a final hearing in the presence of Thiru. D. Pugalvendan, Advocate for the Appellant/Defendant and Thiru. M. Mohammed Riyas, Advocate for the Respondent/Plaintiff, and upon hearing both sides' arguments, perusing the records, and having stood over till this date for consideration, this court delivers the following …

JUDGMENT

1. Appeal Prayer: -

The appellant/defendant preferred this appeal under Order 41, Rule 1 & Section 96 of the C.P.C to allow this appeal by setting aside the decree and Judgment in O.S. No. 211/2021 dated.28.11.2023 on the file of the Sub Judge, Ambasamudram.

2. Prayer in O.S. No: 211/2021: -

The plaintiff has filed the suit for the relief for recovery of a sum of Rs. 6,15,200/- with interest at the rate of 18% p.a. for the principal amount of Rs. 4,00,000/- and other reliefs with costs.

3. The brief averments of the plaint in the trial Court: -

The plaintiff and defendant are the good relationship for 5 years. Based on the relationship, the defendant borrowed a sum of Rs. 4,00,000/- on 20.09.2018 from the plaintiff for his family's urgent need and he agreed to repay the amount with interest at the rate of Rs. 1.50/- per Rs. 100/- per month and executed the promissory note with witnesses. Thereafter he has not repaid the principal and interest. When the plaintiff met the defendant in person on 03.07.2020 and demanded the principal and interest. The defendant threatened the plaintiff. Hence, the plaintiff issued the legal notice on 06.07.2020 to the defendant and the notice was received by the defendant on 11.07.2020. But the defendant neither paid the principal and interest amount nor sent any reply. Hence, the plaintiff has filed the recovery of money and interest with costs.

4. The brief averments of the written statement filed by defendant is as follows: -

The suit is not maintainable either in law or on the facts. The defendant denied the averments contained in the plaint, except for the admitted facts. Infact, the defendant did not receive any loan from the plaintiff. But the plaintiff, defendant, Kennady, were arranging a government job through John V Devapriyam for the benefit of commission. So, the amount was paid by the plaintiff to one Kennady. The above-said Kennady was given the amount to one John V Devapriyam in the presence of the plaintiff. Several other persons were acting as mediators for obtaining the Government job through John V Devapriyam. But, the plaintiff did not get any job, and the same the plaintiff and his relative came to the defendant's house on 20.09.2018 and obtained signatures in 12 blank cheque leaves and 12 blank stamp papers for Rs. 100/- from the defendant, and they informed that it was returned after the repayment by John V Devapriyam. But one Viyagappan lodged the complaint before the

DCB,, Tirunelveli, and the DCB investigated the case and filed the case against John V Devapriyam and the defendant in respect of job scam. But the plaintiff filed another suit with the contention that the defendant obtained a loan of Rs. 6.10,000/- from the plaintiff and used the blank cheques, which was not disclosed in the pre-suit notices and plaints. So both suits have no cause of action and created the illusion cause of action and filed the suit. Hence, the suit is not maintainable and may be dismissed with costs.

5. Based on the pleadings, the trial court has framed the following issues:

1.	Whether the suit promissory note is not supported by consideration as alleged by the defendant?
2.	Whether the plaintiff is entitled to have the suit claim?
3.	To what other relief the plaintiff is entitled?

6. During the trial, on the plaintiff side, the plaintiff, Mr. Esakkiappan, was examined as PW-1 and Ex. A-1 to Ex. A-3 was marked. Mr. Manikandan was examined as PW-2. On the side of the defendant, Mr. Karthikeyan was examined as DW-1 and Ex. B-1 to Ex. B-5 were marked.

7. After considering both sides' oral and documentary evidence and hearing their arguments, the trial court decreed the suit. Aggrieved by the decree and judgment passed by the trial court, the Appellant/Defendant has preferred

SELVAM D uploaded on 27.07.2026 Digitally signed by SELVAM D Date: 2026.07.27 19:44:35 +0530 this present appeal on the following grounds.

8. Grounds of appeal: -

(i) The Judgment and decree of the trial court is against the law, the weight of evidence, and all probabilities of the case.

(ii) The trial court has not considered that the defence that the Ex. A-1has not been issued with support of the consideration.

(iii) The trial court has not appreciated the evidence that the appellant, Kennady and John V. Devapriyam and the plaintiff were involved in the job racket scam and the same was the plaintiff and his relative obtaining the blank cheque and the blank stamp papers for Rs.100/- from the defendant without any consideration.

(iv) The trial court has not appreciated the evidence of PW-1 and promissory note was created through the stamp paper.

(v) The trial court failed to note that the plaintiff created the forged cheques and promissory note through blank stamp papers and filed the suit. If it is real, the plaintiff has disclosed both loan transactions with the defendant will be disclosed in the plaint and in the legal notice. So, the loan transaction between the plaintiff and the defendant, either the promissory note or the cheque, is not maintainable.

(vi) The trial court has not appreciated the evidence that the defendant obtained the loan for the family welfare and the construction of a building and discharge of his debt is not proved on any evidence.

(vii) The trial court has not considered that the Ex. B-5 legal notice and the served plaint copy are different from the Ex. A-4 legal notice and original plaint in the court, and there is no cause of action for the suit.

(viii) The trial court has not appreciated the evidence in respect of the cheque, and the defendant discharged the burden through the preponderance of probabilities.

(ix) As the above grounds, the appellant/defendant has filed the appeal to set aside the Decree and Judgment passed by the Sub Judge, Ambasamudram in O.S. No. 211/2021, dated 28.11.2023.

9. For the sake and convenience of the appeal, the rank of the parties in the trial court is taken in the appeal.

10. During the appeal, no oral and documentary evidence was adduced.

11. Based on the grounds of appeal and submission of both sides, this appellate court has framed the points for determination of the appeal as follows:

1.	Whether the Ex. A-1 promissory issued in support of the

	consideration?
2.	Whether the decree and judgment dated 28.11.2023 passed by the Sub Judge, Ambasamudram in O.S. No. 211/2021 is liable to be set aside?
3.	To what other relief are the parties?

12. Answers to the Points no: 1 and 2: -

12.1. Heard both sides. This court carefully perused the Trial Court judgment, decree, and material records.

12.2. Oral and documentary evidence of the Plaintiff's side:

(i) The plaintiff filed his proof affidavit on the lines of the plaint, and he marked the documents as Ex. A-1 Promissory Note dated 20.09.2018, Ex. A-2 the plaintiff issued the legal notice to the defendant dated 06.07.2020, Ex. A-3 Memorandum issued by the post office confirming the defendant's receipt of the notice on 11.07.2020.

(ii) The PW-2 is a third party and supports the plaintiff's case.

12.3. Oral evidence and documents of the defendants' side:

(i) On perusal of the DW-1 evidence, the defendant filed the proof affidavit on the line of the written statement and marked the documents of, the Ex. B-1 Petition in Cr.M.P. No. 2646/2020 filed by the Judicial Magistrate No. I, Tirunelveli, Ex. B-2 Order in Cr.M.P. No. 2646/2020, Ex. B-3 First Information Report in Cr.No. 03/2020 on the Cr.M.P. No. 2646/2020. Ex. B-4

Report of the Deputy Superintendent of Police, Tirunelveli City, Ex. B-5 Regarding the new Tenkasi district G.O.(Ms) No. 427 dated. 12.11.2019.

12.4. Presumption and proof of the plaintiff’s case:

As per the submissions, the defendant admitted that his signature was found in the Ex. A-1 promissory note, which was proved. Then, the Ex. A-2 Legal notice was issued, which was served. But the defendant has not discharged the loan amount of the promissory note. So, Section 118 of the Negotiable Instrument Act is applicable here. Section 118 of the Negotiable Instrument Act as

> *S. 118. Presumptions as to negotiable instruments.*
> *Until the contrary is proved, the following presumptions shall be made:*
> *(a.) of consideration; that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration;*
> *(b) as to date; that every negotiable instrument bearing a date was made or drawn on such date;*
> *(c) as to time of acceptance; that every accepted bill of exchange was accepted within a reasonable time after its date and before its maturity;*
> *(d) as to time of transfer; that every transfer of a negotiable instrument was made before its maturity;*
> *(e) as to order of indorsements; that the indorsements appearing upon a negotiable instrument were made in the order in which they appear thereon;*
> *(f) as to stamp; that a lost promissory note, bill of exchange or cheque was duly stamped;*
> *(g) that holder is a holder in due course; that the holder of a negotiable instrument is a holder in due course: Provided that, where the instrument has been obtained from its lawful owner, or from any person in lawful custody thereof, by means of an SP offence or fraud, or has been obtained from the maker or acceptor thereof by means of an offence or fraud, or for unlawful consideration, the burthen of proving that the holder is a holder in due course lies upon him.*

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12.5. The PW-2 deposed and supported the plaintiff's case.

<u>12.6. Rebuttal the presumption and the defence of the defendant:</u>

(i) The plaintiff has not disclosed all the loan transactions with the defendant either in the plaint or the legal notice.
(ii) The blank stamp paper signature is created as a promissory note, which was obtained by the plaintiff under duress in the government job transaction.
(iii) The original legal notice and plaint were corrected by the plaintiff without proper notice to the defendant.
(iv) The plaintiff has no means to lend the money to the defendant, and there is no necessity for receiving the loan from the plaintiff, since the defendant is a government teacher and earns sufficiently.
(v) The PW-2 has not proved the loan transaction with supporting documents.

12.7. As above, the specific defence of the defendant, the promissory note was commenced in the Tenkasi District. As per Ex. B-5, the Tenkasi District was officially declared by the government on 12.11.2019. So the court felt that without a specific official announcement of the district name, the Ex. A-1 Promissory note can not be typed by any person with common sense as an ordinary prudent man. So, this court held that the Ex. A-1 Promissory note was computerized after the Ex. B-5 GO. So, the promissory note was created from the blank signed stamp paper. So, the Ex. A-1 Promissory note creates doubt in this case.

12.8. The defendant raised the defence that the plaintiff has no sufficient means to avail this huge loan. In this aspect, this court considered the citations relied by the defendant and citations as

"Tamilarasan (Vs.) Murugan, (2022) 1 MLJ (Crl) 442"
Negotiable Instruments – Dishonour of Cheque – Rebuttal of presumption – Negotiable Instruments Act, Sections 138 and 139 – Lower courts found petitioner/accused guilty for offence under section 138, hence this revision – whether conviction and sentence of accused by Additional Sessions Judge basing on materials available on record was fair and proper -Held, accused had consistently stated that complainant did not have sufficient funds and it was not possible or probable to presume that he had lent huge sum to accused – Unless cheques which were returned for insufficient funds were proved to have been issued for legally enforceable debt, action taken under section 138 would fail – Since complainant did not prove that he had procured funds from his alleged friends and relatives by way of examining them, that would shift preponderance of probabilities in favour of accused – It was unbelievable that complainant had lent huge sum in short span of forty days and that too to person like accused who was his casual acquaintance – Lower courts had not properly appreciated preponderance of probabilities available in favour of accused, from short falling evidence of complainant – Judgment of sessions court set aside – Revision allowed.

"Tedhi Singh (Vs.) Narayan Dass Mahant, Criminal Appeal No. 362/2022, dated 7.3.2022"
7. It is true that this is a case under Section 138 of the Negotiable Instruments Act. Section 139 of the N.I. Act provides that Court shall presume that the holder of a cheque received the cheque of the nature referred to in Section 138 for the discharge, in whole or in part, of any debt or other liability. This presumption, however, is expressly made subject to the position being proved to the contrary. In other words, it is open to the accused to establish that there is no consideration received. It is in the context of this provision that the theory of 'probable defence' has grown. In an earlier judgment, in fact, which has also been adverted to in Basalingappa (supra), this Court notes that Section 139 of the N.I. Act is an example of reverse onus [see (2010) 11 SCC 441). It is also true that this Court has found that the accused is not expected to discharge an unduly high standard of proof. It is accordingly that the principle has developed that all which the accused needs to establish is a probable defence. As to whether a probable defence has been established is a matter to be decided on the facts of each case on the conspectus of evidence and circumstances that exist.
8. It is indeed true that there is some merit in the complaint of Ms. Sangeeta Bharti, learned counsel for the appellant that in the impugned judgment the

High Court has not appreciated the real purpose of examining DW-1 to DW-4. She is also correct when she drew our attention to the accounts of the Gramin Bank i.e. Gramin Bank, Kullu to show that before the 5th of August, 2011 the appellant had stopped operating the account in the said bank and a very small and ignorable amount alone was available in the said account.

9. The Trial Court and the First Appellate Court havenoted that in the case under Section 138 of the N. I. Act the complainant need not show in the first instance that he had the capacity. The proceedings under Section 138 of the N. I. Act is not a civil suit. At the time, when the complainant gives his evidence, unless a case is set up in the reply notice to the statutory notice sent, that the complainant did not have the wherewithal, it cannot be expected of the complainant to initially lead evidence to show that he had the financial capacity. To that extent the Courts in our view were right in holding on those lines. However, the accused has the right to demonstrate that the complainant in a particular case did not have the capacity and therefore, the case of the accused is acceptable which he can do by producing independent materials, namely, by examining his witnesses and producing documents. It is also open to him to establish the very same aspect by pointing to the materials produced by the complainant himself. He can further, more importantly, achieve this result through the cross examination of the witnesses of the complainant. Ultimately,it becomes the duty of the Courts to consider carefully and appreciate the totality of the evidence and then come to a conclusion whether in the given case, the accused has shown that the case of the complainant is in peril for the reason that the accused has established a probable defence.

"Rajaram (since deceased through LRs vs. Maruthachalam (since deceased) Through LRs. Criminal appeal no. 1978 of 2013 decided on January 18, 2023 by Hon'ble Supreme Court of India"

the acquittal of the accused by the trial court was upheld by Apex Court and it was held that the agricultural income was not shown by the complainant in his Income Tax Returns and from the income shown in the ITR, it is proved that the complainant didn't have the financial capacity to lend Rs. 3,00,000/- to the accused.

"Tedhi Singh vs. Narayan Dass Mahant (2022) 6 SCC 73, the Hon'ble Supreme Court of India"

It cannot be expected of the complainant to initially lead evidence to show that he had the financial capacity. However, the accused has the right to demonstrate that the complainant in a particular case did not have the financial capacity to lend the loan. The same can be done by accused by producing independent materials, namely, by examining his witnesses and producing documents, by point-

ing to the materials produced by the complainant himself, or through the cross examination of the witnesses of the complainant.

"Prem Singh Rohila vs. State of Haryana and Anr., decided by Hon'ble Punjab and Haryana High Court on 2 March, 2022"

The conviction of trial court and session court was overruled by Hon'ble High Court and the accused was acquitted as the complainant failed to prove his fiancial capacity. It was held as follows:

"20. A perusal of the same shows that the failure of the complainant to display his financial capacity to advance the amount alleged to have been lent would shift the burden on the complainant to prove his financial capacity to lend the money as well as the other circumstances to establish existence of consideration for issuance of cheque. After noticing that there was no evidence led before the Court to indicate the financial capacity of the complainant to lend the money in question, the Hon'ble Supreme Court held that the judgment of conviction suffered perversity and was thus liable to be set aside. It was observed that the accused had raised a probable defence and that the complainant failed to prove his financial capacity on the basis of evidence led by him and thus ordered acquittal of the accused. "(Emphasis supplied)

"John. K. Abraham vs. Simon C. Abraham and Ors. in Crmnl. Appeal 2043 of 2013 decided on 05.12.2013 Hon'ble Supreme Court of India"

"It has to be stated that in order to draw the presumption under Section 118 read along with 139 of the Negotiable Instruments Act, the burden was heavily upon the complainant to have shown that he had required funds for having advanced the money to the accused; that the issuance of the cheque in support of the said payment advanced was true and that the accused was bound to make the payment as had been agreed while issuing the cheque in favor of the complainant." (Emphasis laid)

"APS Forex Service Private Limited vs. Shakti International Fashion Linkers AIR 2020 SC 945, the Hon'ble Supreme Court"

We are of the view that whenever the accused has questioned the financial capacity of the complainant in support of his probable defence, despite the presumption under Section 139 of the N.I. Act about the presumption of legally enforceable debt and such presumption is rebuttable, thereafter the onus shifts again on the complainant to prove his financial capacity and at that stage the complainant is required to lead the evidence to prove his financial capacity, more particularly when it is a case of giving loan by cash and thereafter issuance of a cheque." (Emphasis added)

24.The crux of the aforesaid decisions of the Hon'ble Supreme Court has been summarized by the Hon'ble Kerala High Court in Sunitha vs. Sheela Antony, 2020 SCC OnLine Ker 1750 in the following words:

"The complainant has no obligation, in all cases under Section 138 of the Act, to prove his financial capacity. But, when the case of the complainant is that he lent money to the accused by cash and that the accused issued the cheque in discharge of the liability, and if the accused challenges the financial capacity of the complainant to advance the money, despite the presumption under Section 139 of the Act, the complainant has the obligation to prove his financial capacity or the source of the money allegedly lent by him to the accused. The complainant has no initial burden to prove his financial capacity or the source of the money. The obligation in that regard would arise only when his capacity or capability to advance the money is challenged by the accused."

12.9. As relied on the citations, this court considered the evidence of PW-1 with respect to financial capacity as,

"நான் வருமான வரி கணக்கு ஏதும் கட்டுகிறேனா என்றால் கட்டவில்லை. பிரதிவாதிக்கு பணம் கொடுக்கும் அளவிற்கு எனக்கு போதிய பண வசதி இல்லை என்றால் தவறு. என் ஊருக்கும் பிரதிவாதி குடியிருக்கும் ஊருக்கும் 50 கி.மீ. தூரம் இருக்கும் என்றால் சரி தான். பிரதிவாதியை வி.கே.புரத்தில் உள்ள எனது நண்பர் செல்வசுடர் மூலம் பழக்கம் என்றால் தவறு. பிரதிவாதி எந்த இடத்தில் வைத்து என்னிடம் காசோலை மற்றும் கடனுறுதி சீட்டு தொகையை கேட்டார் என்று எனது வழக்குரையில் நான் சொல்லவில்லை என்றால் சரி தான். எனது வழக்குரையில் என் கையிருப்பில் எவ்வளவு தொகை இருந்தது விவசாயம் மூலம் எவ்வளவு தொகை நான் ஈட்டினேன் என்று சொல்லவில்லை என்றால் சரி தான். பிரதிவாதி கேட்டதாக சொன்ன பணத்தை நான் எவ்வாறு தயார் செய்து கொடுத்தேன் என்பதை நான் எனது வழக்குரையில் சொல்லவில்லை என்றால் சரி தான். நான் காசோலை மூலமும், கடனுறுதி சீட்டு மூலமும் பிரதிவாதிக்கு கடன் கொடுத்ததாக சொல்லும் சமயத்தில் யார் யார் உடன் இருந்தார்கள் என்பதை எனது வழக்குரையில் தெரிவிக்கவில்லை என்றால் சரி தான்."

"மேற்படி விபரத்தை நான் எனது வழக்குரையிலோ, எனது அறிவிப்பிலோ, எனது முதல் விசாரணை வாக்குமூலத்திலோ

சொல்லவில்லை என்றால் சரி தான். பிரதிவாதிக்கு பணம் கொடுத்ததாக சொல்லக்கூடிய ரசீது ஏதும் நான் தாக்கல் செய்யவில்லை என்றால் காசோலை பெற்றுக் கொண்டு தான் பம் கொடுத்தேன். மேற்படி காசோலையை பிரதிவாதி பணம் கொடுத்ததாக சொன்ன அன்றே என்னிடம் கொடுத்து விட்டாரா என்றால் இல்லை. பணம் கொடுத்து ஒரு வருடம் கழித்து தான் கொடுத்தார். 20.09.2018 ல் பிரதிவாதி புரோநோட் எழுதிக் கொடுத்து பணம் வாங்கியதாக வழக்குரையில் சொல்லியுள்ளேன் என்றால் சரி தான். வழக்குரையில் புரோநோட்டில் கண்ட தொகைக்கு வட்டி ஏதும் பிரதிவாதி தரவில்லை என்று குறிப்பிட்டு சொல்லியுள்ளேன் என்றால் சரி தான். 01.09.2018 ம் தேதி காசோலையில் கண்ட தொகையை பிரதிவாதி என்னிடம் வாங்கியதாக வழக்குரையில் சொல்லியுள்ளேன் என்றால் சரி தான். 01.09.2018 ல் நான் கொடுத்ததாக சொன்ன பணத்திற்கு ஆதரவாக எந்த ஆவணமும் வாங்கவில்லை என்றால் சரி தான். எதற்காக அன்றைய தினம் எந்த ஒரு ஆவணமும் வாங்கவில்லை என்றால் பழக்க வழக்கம் மற்றும் லோன் வாங்கி தருகிறேன் என்று சொன்னதால் வாங்கவில்லை. 20.09.2018 ல் புரோநோட் பிரதிவாதியிடம் எழுதி வாங்க வேண்டிய அவசியம என்னவென்றால் திரும்பவும் அவர் பணம் கேட்டதால் எழுதினேன். அன்றைய தினமே ஏற்கனவே வாங்கியதாக சொல்லும் பணத்திற்கு நான் ஏன் ஆவணம் ஏதும் எழுதவில்லை என்றால் நம்பிக்கையின்பேரில் ஆவணம் எழுதவில்லை."

"கடனுறுதிசீட்டு எழுதப்பட்ட முத்திரைதாள் திருநெல்வேலி, பேட்டையில் பெறப்பட்டதாக துலங்குகிறது என்றால் சரி தான். முத்திரைதாள் வாங்கியதாக சொல்லும் தேதி கையால் எழுதப்படாமல் அச்சு முத்திரை இடப்பட்டுள்ளது என்றால் சரி தான். அம்பாசமுத்திரத்தில் முத்திரைதாள் விற்பனையாளர்கள் உள்ளனர் என்றால் சரி தான். புரோநோட்டில் தட்டச்சு செய்யப்பட்ட வாசகங்கள் நெருக்கமாக உள்ளது என்றால் சரி தான். புரோலநோட்டில் உள்ள வாசகங்களுக்கும் பிரதிவாதியின் கையெழுத்துக்கும் போதுமான இடைவெளி உள்ளது என்றால் சரியல்ல. புரோநோட்டில் பிரதிவாதியின் முகவரி தென்காசி மாவட்டம் என்று போடப்பட்டுள்ளது என்றால் சரி தான். 2018 ம் காலக்கட்டத்தில் தென்காசி மாவட்டமே கிடையாது என்றாலும் புதிய தென்காசி மாவட்டம் 12.11.2019 தேதியன்று தான் அரசாணை வெளியிடப்பட்டது என்றால் எனக்கு தெரியாது.

12.10. As per the evidence, PW-1 has not proved his financial capacity on the date of availing the loan, since the defendant took the specific plea that there is no transaction between them. But PW-1 took the stand that the accused had a loan transaction with him. Even though PW-2 deposed that he had seen the cash loan transaction, PW-1 has not disclosed his source of income for availing a huge loan of Rs. 4,00,000/- in cash.

12.11. Further, this court considered that the plaintiff has availed a loan to the defendant on 20.09.2018 as a sum of Rs. 4,00,000/- and another loan of Rs. 6,10,000/- in the same year. But it was not disclosed in either suit or legal notices.

12.12. As above, the defendant raised the probable defence that the plaintiff has no means for availing a loan. But the PW-1 has not disclosed the availability of the amount to provide the loan to the accused. So, the burden to prove the case shifts onto the shoulders of the plaintiff. But the plaintiff has not proved his means to avail the loan to the defendant. So, this court holds that the defendant has rebutted the presumptions under section 118 of the Negotiable Instruments Act. So, this court holds that the plaintiff has not proved his case beyond a reasonable doubt. Accordingly, Point no. 1 is decided.

<u>13. Point no: 2:-</u>

13.1. As per the discussions of point no. 1, this appellate court considered that the plaintiff has not proved his case through his means to avail the loan after demonetization and the circulars of the Finance Ministry and RBI. Further, the Ex. A-1 were created without official declaration of the district name as Tenkasi District.

13.2. The trial court also decided the suit without considering the rebuttal of the presumption under section 118 of the NI Act by the defendant. Further, the trial court has not considered that the promissory note was computerized before official declaration of the Tenkasi District, Further, after the Ex. A-3, the plaintiff has not disclosed both loans and liability in proper manner. Further, the defendant took the plea that the plaintiff and his relative and the defendant were involved in the job racket scam, and as a result, the defendant's name was added as an accused by the DCB, Tirunelveli, Gin a criminal case. The financial capacity of the plaintiff was also not considered and discussed by the trial court. So, this appellate court would like to interfere with the trial court's decree and judgment. Accordingly, Point no. 2 is decided.

14. <u>Answer to the Point no. 3: -</u>

As per the above discussions of points no. 1 and 2, this appellate court would not like to give any further relief to the parties. Accordingly, Point no 3 is decided.

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15. In the result,

1) This appeal is allowed.

2) The judgment and decree in O.S. No 211/2021, dated 28.11.2023, on the file of the Subordinate Judge, Ambasamudram, is set aside and the suit in O.S. No 211/2021, dated 28.11.2023 is dismissed.

3) This court directs that both parties bear their own costs.

This Judgment was directly dictated to the steno-typist and typed by her, corrected and pronounced in open court by me on this, the 27th day of July 2026.

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1st Additional District Judge,
Tirunelveli.

Annexure: Nil

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1st Additional District Judge,
Tirunelveli.

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Sub Court,
Ambasamudram.

I Additional District Court,
Tirunelveli
AS. No.44/2025
Judgment (Draft/Fair)
Dated:- 27.07.2026