



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

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

Tuesday, the 04th day of August 2026

Original Suit No. 287/2024
(CNR No. TNTL010111712024)

Mr. S. Veerabhagu

... Plaintiff

// Versus //

1. Mr. M. Subramanian
2. M. Ramanantha Subramanian
3. M. Narayanan

... Defendants

This suit came up before this court on 20.07.2026 for a final hearing in the presence of Thiru. A. Gananiyar, Advocate for the Plaintiff, and Thiru. Mahesh, Advocate for the 1st Defendant, called absent, set exparte and Thiru. S. Subash, Advocate for the 2nd and 3rd Defendant; he did not come forward to cross-examine PW-1 and was called absent and set exparte, and upon hearing the plaintiff side arguments and upon perusing records and having stood over till this date for consideration, this court delivers the following...

JUDGMENT

1. The plaintiff has filed the suit for recovery of money, a sum of Rs.1,35,33,333/- with costs.



2. The averments made in the plaint is as follows:-

The defendants had a friendly relationship with the plaintiff. In September 2021, the defendant borrowed a sum of Rs. 1,00,00,000/- from the plaintiff for his business and furthermore, stating that there was an outstanding loan with the State Bank of India in Tiruchendur and that funds were required to repay it. The defendants agreed to repay the loan amount with interest calculated at the rate of Rs.1/- per Rs. 100/-. The plaintiff has given a sum of Rs. 1,00,00,000/- in cash on 30.09.2021 from his house. On that day, the defendants signed the promissory note and handed it to the plaintiff. The defendants failed to repay the said loan amount to the plaintiff after making several demands. Therefore, upon examining the encumbrance certificate to verify whether the loan amount owed to the State Bank of Tiruchendur had been repaid, it was revealed that a document acknowledging the loan repayment had been registered on 08.08.2024, and that Defendants 2 and 3 had sold their two-thirds share of the properties to Vairavaraj and Punithan on 12.09.2024 and 13.09.2024, respectively. The act of the defendant is an illegal one. Hence, there is no other way for the plaintiff to file the suit for recovery of the loan amount of Rs. 1,35,33,333/- from the defendants.

3. The brief averments of the written statement are 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. the defendants



and the plaintiff are not known persons. The defendants never executed any suit promissory note to the plaintiff. The plaintiff has no source of income to avail a huge loan. The plaintiff may obtain the title deeds and encumbrance certificate through online. The suit promissory note forged one. There is no cause of action. The suit may be dismissed with costs.

4. Based on the pleadings, this court framed the following issues for trial.

1. Whether the suit promissory note dated 30.09.2021 is created forgery one?
2. Whether the plaintiff is entitled the suit claim as prayed for?
3. Whether the rate of interest is valid in law?
4. To what other relief is the plaintiff entitled?

5. During the trial, the plaintiff, Mr. Veerabaghu, was examined as PW-1 and Ex. A-1 to Ex. A-8 was marked. Mr. Nambirajan was examined as PW-2 and Ex. X-1 was marked.

6. Answer to the Issues No. 1 to 3:-

6.1. Heard. This court carefully perused the averments of the plaint, written statement, oral and documentary evidence.

6.2. To prove the suit claim, on the plaintiff's side, Mr. Veerabhagu was examined as PW-1, and the Promissory note is marked as Ex. A-1. House Tax Receipt is marked as Ex. A-2. Sale deed stands in the name of the defendant's father, Mr.



Moorthy is marked as Ex. A-3. Sale deed stands in the name of the defendants' father Mr. Moorthy, dated 05.11.1990, is marked as Ex. A-4. Sale deed stands in the name of the defendant's father Mr. Moorthy, dated 19.07.1990, is marked as Ex. A-5. Sale deed stands in the name of the defendant's mother, Mrs. Jegathambal, is marked as Ex. A-6. The release deed of share rights executed in favour of Mr. Moorthy is marked as Ex. A-7. Encumbrance certificate of the schedule property is marked as Ex. A-8. Mr. Nambirajan was examined as PW-2, and his Aadhaar card is marked as Ex. X-1.

6.3. In this case, the defendants did not admit the signature of the Ex. A-1 Promissory note. So, the plaintiff could not entitle the presumption under section 118 of the Negotiable Instruments Act. So, the plaintiff ought to prove the case as per section 104 of the BSA. In this regard, the plaintiff was examined as PW-1 and marked Ex. A-1 Promissory note and defendants' documents.

6.4. The plaintiff has examined PW-2 as the attesting witness of the Ex. A-1 Promissory note. PW-2 deposed the execution of the promissory note and availing the loan by the plaintiff to the defendants. But the Ex. A-1 had no witnesses attested, and no scribed signature was found. So, the evidence of the PW-2 cannot be considered as the attesting witness. Since the plaintiff has not disclosed the attesting witness's name in the plaint and his evidence.



6.5. In this case, the defendants had not appeared to contest the suit. But they took the defence that the plaintiff had no source of income to avail the huge amount and the Ex. A-1 Promissory note was forged. But the plaintiff has not submitted any document to show the source of income and his financial capacity to avail the huge loan to the defendants. Further, the plaintiff has not taken any steps to prove the signatures of the defendants as made in the promissory note with any other admitted documents since the plaintiff is claimed the defendants are his business friends.

6.6. As per the averments, the plaintiff has availed the loan of one crore as cash. After the demonetization, any amounts more than two lakhs it will be transacted through banking or financial institutions. But the plaintiff had a huge amount as cash transaction, which is unbelievable in a prudent man during the covid – 19 time year 2021.

6.7. Further, the Ex. A-3 to Ex. A-7 belong to the defendant's family, but no original documents were filed. Further, the defendants need the amount to discharge the bank loan; in this respect, no documents were filed. Further, the Ex. A-8 Encumbrance certificate did not disclose the bank loan.

6.8. As supra, the plaintiff has not proved the case as per section 104 of the BSA, 2023. So, this court would not like to allow the suit by the interest of justice. Accordingly, Issues Nos. 1 to 3 are decided.



7. Issue no. 4:-

As per the discussions of the Issues no. 1 to 3, this court would not like to allow the suit, and the same, there is no necessity to give any further relief to the parties of the suit. Accordingly, Issue No. 4 is decided.

8. In the result,

8.1. The suit is dismissed.

8.2. As per the Judgment of the Hon'ble Supreme Court held in "*The Correspondence, RBANMS Educational Institution (Vs.) B. Gunashekar & Another, CIVIL APPEAL NO. 5200 OF 2025 (Arising from SLP (C) No. 13679 of 2022)*", this court directs the office to send the letter to Income Tax Department that the plaintiff filed suit and he had transacted the amount of Rs. 1,00,00,000/- as cash and no income tax returns submitted.

This Judgment is directly dictated to the Steno-typist, typed by her in a computer, and corrected and pronounced by me in the open Court, on this, the 04th day of August 2026.

1st Additional District Judge,
Tirunelveli.

Plaintiff's side witness:

PW-1	Mr. Veerabhagu (Plaintiff)
PW-2	Mr. Nambirajan

Plaintiff's side documents:

Ex. A-1	30.09.2021	Promissory note	Original
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Ex. A-2	---	House Tax Receipt	Original
Ex. A-3	17.06.1976	Sale deed stands in the name of defendants father Mr. Moorthy	Photocopy
Ex. A-4	05.11.1990	Sale deed stands in the name of defendnats father Mr. Moorthy.	Photocopy
Ex. A-5	19.07.1990	Sale deed stands in the name of defendnats father Mr. Moorthy.	Photocopy
Ex. A-6	14.07.2004	Sale deed stands in the name of defendnats mother Mrs. Jegathambal	Photocopy
Ex. A-7	14.08.2012	The release deed of share rights executed in favour of Mr. Moorthy	Photocopy
Ex. A-8	---	Encumbrance certificate of the schedule property	Photocopy

Witness side documents:

Ex. X-1	--	Aadhaar card of PW-2	Photo copy
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1st Additional District Judge,
Tirunelveli.

TNTL010111712024



OS No. 287/2024

I Additional District Court,
Tirunelveli
DRAFT / FAIR JUDGEMENT
OS.No. 287/2024
Dated: 04.08.2026