TNTP010022022019

**IN THE COURT OF THE II ADDITIONAL DISTRICT JUDGE,
TIRUCHIRAPPALLI**

Present : **Thiru. S. Gopinathan, B.Sc., B.L.,**
II Additional District Judge,
Tiruchirappalli.

Saturday, the 06th day of June, 2026

Original Suit No.69/2019

CNR No. TNTP010022022019

G. Varatharajaperumal … Plaintiff

/Vs./

V. Bhuvaneshwari ... Defendant

This suit coming before me on 06.06.2026 for final hearing, in the presence of Thiru. M. P. V. Udayakumar, Advocate for the Plaintiff and of Thiru.S.Balasubramanian, Advocate for the Respondent and upon perusing the plaint, written statement, evidence and documents and upon hearing the arguments of both sides and having stood over for consideration till this day, this court delivers the following:

JUDGMENT

The plaintiff has filed the suit as against the defendant, directing the defendant to pay the suit sum of Rs.11,02,875/- (Rupees Eleven Lakh Two

Thousand Eight Hundred and Seventy Five only) being the amount due under the promissory note with subsequent interest at the rate as may be fixed by this Court, from the date of plaint till the date of realization and for cost of the suit.

Averments in the plaint:

2. On 18.07.2017 defendant borrowed for a sum of Rs.8,50,000/- (Rupees Eight Lakh and Fifty Thousand only) from the plaintiff for her urgent family needs and for discharge of previous debts and she executed a promissory note in favour of the plaintiff, promising thereby to repay the same along with interest at the rate of 1.50% per month either to the plaintiff or to his order on demand. In spite of repeated demands made by the plaintiff for the repayment of the said amount, the defendant not paid any amount towards either the principal or the interest till date now. Hence, the suit.

Written Statement filed by the defendant as follows:

3. The defendant has filed a written statement stating that the defendant denies all allegations in the plaintiff's suit except those specifically admitted. She contends the plaint is not maintainable in law or on facts and seeks dismissal in limine. The defendant states the plaintiff's claim that she borrowed a sum of Rs.8,50,000/- on 18.07.2017 is false. She had no urgent family need or previous debts, never executed any promissory note, and never agreed to 1.50% interest per month. The plaintiff has failed to specify when, where, in whose

presence, or by what mode the alleged payment was made. The burden is on the plaintiff to prove the lending and his source of funds with material evidence . In March 2016, she borrowed only Rs.4,80,000/- from the plaintiff and has already repaid Rs.1,44,000/-. At that time, the plaintiff took possession of 5 blank cheques, signatures on 4 blank green sheets, 4 blank white sheets, 4 blank pro-notes, and signatures of the defendant and her son, namely V.Aravindan on a Rs.100 blank stamp paper. Nothing was written on them except signatures. The plaintiff demanded over 30 lakhs and threatened to file multiple civil and criminal cases using the blank papers unless she sold her house to him. Following this, the defendant lodged a police complaint on 04.03.2019 at Cantonment Police Station, Tiruchirappalli. The plaintiff attended police enquiry on 05.03.2019 and 07.03.2019 and gave an undertaking to approach the Court. After the police enquiry, the plaintiff filled one blank pro-note himself for Rs.8,50,000/- and filed this suit with false averments. He also gave 2 of the defendant's blank cheques to R. Prasanthkumar and Padmanaban, had them filled for Rs.5,00,000/- and Rs.7,00,000/-, got them dishonoured, and filed under Section 138 of Negotiable Instrument Act cases in CC.No.1061/2019 and CC.No.1272/2019. The plaintiff's man Logeswaran filed a false complaint in April 2019 alleging the defendant cheated him of Rs.5,50,000/- on promise of a railway job, using a forged blank white paper.

The defendant filed a counter complaint on 21.03.2019 to the DCP, Tiruchirappalli. Police enquiry found Logeswaran's complaint false and closed it. The defendant alleges the plaintiff is not bonafide and filed the suit only to harass her, defraud her of lakhs, and grab her only house property. The house is already mortgaged to Indian Bank, Golden Road Branch, Tiruchirappalli, and cannot be alienated or attached before judgment. Hence, the plaintiff's attachment petition is baseless. No statutory legal notice was issued for the alleged loan. The plaintiff has come to court with unclean hands by suppressing real facts. The defendant is an educated woman holding a good position in a reputed Government organization and is a law-abiding citizen. She has not received Rs.8,50,000/- and is not liable to pay. The suit is based on a forged pro-note using signed blank papers, contains false allegations, and to be dismissed.

4. Issues:

1. Whether the plaintiff is entitled to get a sum of Rs.11,02,875/- from the defendant as prayed for?
2. To what other relief, the plaintiff is entitled to?

5. To establish the case, the plaintiff was examined as PW.1 and Ex.A.1 was marked. Additionally, one of the attestors, namely, Muthukumar was examined as PW.2 and the pro-note filled person, namely, Mariyasoosai was examined as

PW.3. On the side of defendant, no witness examined in the witness box and Ex.B.1 was marked on the side of the defendant during the cross-examination of P.W.1.

6. Heard the arguments on both sides and perused the records.

<u>Answer to the Issue No. 1:</u>

7. In this case, the plaintiff was examined as P.W.1. On behalf of the plaintiff, the promissory note alleged to have been executed by the defendant on 18.07.2017 was marked as Ex.A.1. One Mr. Muthukumar was examined as P.W.2. In his testimony, he deposed that on 18.07.2017, the defendant received a sum of Rs.8,50,000/- from the plaintiff and, thereafter, a promissory note was written by one Mariasoosai, son of Adaikalaraj, and was executed and delivered by the defendant to the plaintiff. P.W.2 is the first attesting witness to the said promissory note.

8. Further, P.W.3, who was examined on behalf of the plaintiff, deposed that he himself had scribed Ex.A.1 promissory note on 18.07.2017 and that the defendant had affixed her signature as well as her thumb impression therein. He further clearly deposed that Muthukumar (P.W.2) and one Ravi had signed the promissory note as attesting witnesses.

9. Upon consideration of the aforesaid evidence, this Court finds that the presumptions available under Section 118 of the Negotiable Instruments Act

operate in favour of the plaintiff. During the cross-examination of the plaintiff's witnesses, no material circumstances were elicited to discredit or contradict the plaintiff's case. The respondent did not deny that the signature on the promissory note was not her own. Therefore, this Court holds that the plaintiff has successfully established his prima facie case.

10. The next question for consideration is whether the defendant has successfully rebutted the plaintiff's case. During the cross-examination of the plaintiff, Ex.B1 was marked on behalf of the defendant. The said document shows that subsequent to 18.07.2017, the plaintiff had transferred a sum of Rs.1,50,000/- to the defendant through online banking. The said amount was remitted after the institution of the present suit. In his re-examination, the plaintiff explained that the defendant had requested financial assistance stating that her son was facing difficulties in Chennai, and therefore the amount was sent to her. This explanation demonstrates the bona fides and goodwill of the plaintiff.

11. With regard to the complaint allegedly lodged by the defendant against the plaintiff before the Cantonment Police Station, no reliable documentary evidence has been produced to substantiate the allegations raised therein. On the side of the defendant, a proof affidavit had been filed for her examination. However, despite several opportunities being granted by the Court, the

defendant failed to appear and subject herself to examination. Consequently, it has been recorded on two occasions that the evidence on the side of the defendant stood closed. A significant aspect that deserves mention is that, despite the defendant's contention in her written statement that she had borrowed a sum of Rs.4,80,000/- from the plaintiff in March 2016 and that a sum of Rs.1,44,000/- had been repaid therefrom, no cogent evidence or documentary records have been adduced on behalf of the defendant to prove the said plea.

12. The case put forward by the plaintiff appears credible and trustworthy. The plaintiff has successfully proved his claim. On the other hand, the defendant has failed to substantiate either her defence or her case. She has also failed to rebut the plaintiff's evidence. Accordingly, Issue No. 1 is answered in favour of the plaintiff.

Answer to the Issue No.2:

13. In view of the decision arrived for issue No. 1, the plaintiff is not entitled to any other relief. The Issue No.2 is answered accordingly.

RESULT:

In the result, the suit is decreed with cost in favour of the plaintiff. The defendant is directed to pay the suit sum of Rs.11,02,875/- (Rupees Eleven Lakh Two Thousand Eight Hundred and Seventy Five only) together with subsequent interest on the principal amount at the rate of 9% p.a. from the date of plaint till the date of decree and thereafter at 6% per annum from the date of decree till the date of realization.

Dictated directly to the stenographer in open court, typed by him, corrected, and pronounced by me in open court on this 6th day of June, 2026.

GOPINATHAN S
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Date: 2026.06.06 17:50:05 +0530

II Additional District Judge,
Tiruchirappalli.
Date: 06.06.2026

<u>Plaintiff's side Witnesses:</u>

PW.1 - G. Varatharajaperumal (Plaintiff)
PW.2 - Muthukumar
PW.3 - Mariyasoosai

<u>Plaintiff's side Exhibits:</u>

Ex.A.1	18.07.2017	Promissory Note - Original

<u>Defendant's side Witnesses :</u> Nil

<u>Defendant's side Exhibit:</u>

Ex.B.1	02.03.2021	Statement of Account – Downloaded copy (marked through PW.1 cross)

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Date: 2026.06.06 17:50:19 +0530

II Additional District Judge,
Tiruchirappalli.
Date: 06.06.2026