III ADDITIONAL DISTRICT AND SESSIONS COURT,
TIRUVALLUR AT POONAMALLEE.

Present: **Thiru. C.VIJAYAKUMAR, B.A., B.L.,**
III Additional District and Sessions Judge.

Monday, the 20th day of July 2026

O.S.No.441/2019

1) Ravichandran,
2) R. Padmalatha,
3) R. Vignesh,
4) R. Harish,

..Plaintiff

//Vs//

1) Mrs. A. Geetha,
2) Ms. Krithiga Arul Jothi,
(Represneted through her
Power of Attorney Tmt A.Geetha)

..Defendants

This suit came up before me for final hearing on 02.07.20266, in the presence of M/s. N. Balaji learned counsels for the plaintiff, M/s.R. Ragavanandan, V. Prasanna venkatesan, learned counsels for the Defendants, and upon hearing on the both sides and on perusal of oral and documentary evidence, having stood over for consideration till this day, this court delivered the following:

J U D G M E N T

The plaintiff have filed the present suit seeking **(a)** direction to the defendants to pay Rs.13,14,931/- ; **b)** To pay interest at 12% per annum Rs.13,14,931/- from the

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date of institution of the suit till the date of realization **c)** and cost of the suit.

<u>2) The plaint averments as follows:-</u>

The plaintiffs and the defendants shared a long-standing friendship, during which the plaintiffs lent a total principal amount of Rs.12,50,000/- to the first defendant and her late husband, Mr. Arul Jothi, across three separate occasions to fund their daughter's higher education in the United States. Specifically, the plaintiffs transferred Rs.7,00,000/- via NEFT on August 17, 2015, followed by Rs.3,00,000/- on December 12, 2015, and a final sum of Rs.2,50,000/- on December 8, 2018, with the borrowers executing promissory notes at a 12% annual interest rate for each transaction. Citing financial constraints, the defendants paid only a monthly interest of Rs.10,000/- without clearing the principal, leading to an official endorsement and renewal of the promissory notes on August 14, 2018. The defendants ultimately defaulted on their promise to clear the debt by January 2019, ceased all interest payments by February 2019, and actively ignored all subsequent communications from the plaintiffs following Mr. Arul Jothi's demise on April 20, 2019. As the wife and legal heir of the deceased borrower, both defendants remained jointly and severally liable for the outstanding debt, the plaintiffs to serve a formal legal notice demanding the total sum of Rs.13,14,931/- (including Rs.64,931/- in accumulated interest) Hence, the suit.

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3) <u>Brief Averments of the written Statement filed by the Defendants 1& 2 :</u>

3-1) The defendants while acknowledging a long-standing friendship between the parties, they asserted that the first plaintiff operated an unlicensed money lending business. According to the defense, the deceased, Mr. Arul Jothi, suffered severe medical complications, was hospitalized in the ICU, underwent surgery, and ultimately passed away on April 20, 2019, exhausting all family savings and leaving behind no movable or immovable property. They categorically denied borrowing any educational funds from the plaintiffs, maintaining that the second defendant had already secured a commercial education loan from UCO Bank in 2014 for her Master's degree at Arizona State University and later obtained a 100% scholarship for her Doctoral studies at the University of California, Riverside, alongside a teaching assistantship. Furthermore, the defendants alleged that following Mr. Jothi's death, the plaintiffs took advantage of their lack of male support to execute a predatory plan. Specifically, they claimed that in June 2019, the plaintiffs aggressively demanded that the first defendant transfer her ancestral *Sridhana* residential property to the third plaintiff, while attempting to coerce a marriage between the second defendant and the third plaintiff .

3-2) The first defendant completely rejected the plaintiffs' demands upon realizing that their true intention was to forcefully marry the second defendant to the third plaintiff and seize her sole livelihood, the *Sridhana* property. The second

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defendant, focusing on her academic career in psychology, similarly refused marital commitments and advised her mother to avoid the plaintiffs.

3-3) The defendants were shocked when the plaintiffs served a legal notice on August 6, 2019, demanding Rs.13,14,931/- based on entirely fabricated narratives, which the defendants formally denied through a reply notice on September 3, 2019. They stated that the late Mr. Arul Jothi had settled all his actual historical financial transactions with the first plaintiff before 2019. Hence the defendants seeking dismissal of the suit.

4) Upon perusal of the plaint and written statements the follwoing issues are framed :

1) Whether the suit promissory notes are true and genuine ?

2) Whether the plaintiffs are entitled to recover from the defendants the suit amount, as prayed for ?

3) To what other relief(s) are the plaintiffs entitled ?

5) During trial, 1st plaintiff was examined as PW1; 4 documents were marked as Ex.A.1 to Ex.A.4; on the side of the defendants, 1st defendant was examined as DW1 and 6 documents were marked as Ex.B.1 to Ex.B.6.

<u>Now this Court answeres the issues 1& 2 as follows :</u>

6) The plaintiffs 1 to 4 have instituted the present suit seeking recovery of a sum of Rs.13,14,931/- against the defendants 1 and 2 on the basis of three promissory notes. The plaintiffs and the defendants are family friends. The husband of the first defendant is the deceased, Mr. Arul Jothi, and the second defendant is the daughter of the first defendant. The second plaintiff is the wife of the first plaintiff, and the third and fourth plaintiffs are their sons. As per the requirement of the abroad studies of the second defendant, the deceased Mr. Arul Jothi and the first defendant had borrowed a sum of Rs.7,00,000/- on 17.08.2015, Rs.3,00,000/- on 12.12.2015, and Rs.2,50,000/- on 08.12.2018, agreeing to pay interest at 12% per annum and executing three promissory notes in the name of the plaintiffs jointly. The first and second promissory notes were renewed on 14.08.2018. Since the defendants failed to pay the interest and principal, the plaintiffs issued a legal notice, and upon their failure to comply, filed the present suit.

7) To establish the case of the plaintiffs, the first plaintiff examined himself as PW1, and Exs.A1 to A4 were marked through him. Exs.A1 to A3 are the promissory notes, and Ex.A4 is the legal notice. In a suit based on a promissory note, the initial burden is on the plaintiffs to prove the execution of the promissory notes by the defendants and the passing of consideration to the defendants. In the present suit, the plaintiffs marked three promissory notes. Ex.A1 is dated 17.08.2015, and Ex.A2 bears the date of 12.12.2015. Both these promissory notes were renewed by the deceased husband of the first defendant and the first defendant on 14.08.2018 . As per the case of the plaintiffs, the first

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defendant and the husband of the first defendant, the deceased Mr. Arul Jothi, had borrowed the loan amounts and executed the three promissory notes. These two promissory notes, marked as Exs.A1 and A2, were renewed within the limitation period of three years, i.e., on 14.08.2018. The third promissory note is dated 08.12.2018. The present suit was filed on 23.10.2019, well within a period of three years.

8) In these circumstances the plaintiffs have not proved the liability of the second defendant in her individual capacity,as well as a legal heir of the Tr Arul Jothi, since the plaintiffs have not stated that the estate of the deceased husband, Mr. Arul Jothi, were inherited by the first and the second defendant. Since the first defendant is the co borrower she is liable for the rapayment if this court decided .There is no liability with regard to the second defendant,since there is no averments in the plaint that the second defendant inherited the estates of the deceased Tr Arul jothi. Hence this court concluded that the plaintiff not proved the liablity with regard to the second defendant.

9) In these circumstances, by virtue of the presumption under Section 118 of the Negotiable Instruments Act, 1881, the defendants were required to rebut the plaintiffs' case by adducing cogent rebuttal evidence. However, this Court has already concluded that the second defendant cannot be held liable for the repayment of the three promissory notes, either in her individual capacity or merely because she is one of the legal heirs of the deceased, Mr. Arul Jothi. Under Section 306 of the Indian Succession Act, 1925, the right to sue survives against the legal representatives of a deceased person, and under Section 50 of the Code of Civil Procedure, 1908, the liability of a legal representative is confined only to the extent of the estate of the deceased that has come into his or her hands and has not been duly disposed of. Accordingly, in the absence of any specific averment in the plaint that the second defendant succeeded to or inherited the estate of the deceased Mr. Arul Jothi, no liability can be fastened upon her in law. Consequently, the statutory presumption under Section 118 of the Negotiable Instruments Act cannot be invoked against the second defendant, as the foundational pleading establishing her liability as the legal representative of the deceased is wholly absent.

10) In these circumstances, the first defendant examined herself as DW1, and Exs.B.1 to Ex.B.6 were marked through her. With regard to the proof of execution of the three promissory notes, the first defendant, in her written statement, has not specifically denied the signature of the first defendant and the signature of Mr.Arul Jothi, her deceased husband. She has bluntly taken a plea that the suit promissory notes are forged. Furthermore, DW1 in her evidence categorically admitted that her husband had borrowed only Rs.7,00,000/- from the plaintiffs. The evidence of DW1 does not disprove the case of the plaintiffs.

11) In these circumstances, the learned counsel for the **defendants argued that the suit promissory notes are not attested by attesting witnesses**.Upon considering this arguments, Section 68 of the Indian Evidence Act, 1872, mandates that when a document is required by law to be attested, the manner of proof is defined in that section. However, Section 4 of the Negotiable Instruments Act, 1881, defines a promissory note and does not mandate that a promissory note requires attestation. Hence, the arguments of the learned counsel for the defendants are not acceptable. In these circumstances the Hon'ble Madras High Court in the case of **J.Lakshmanan vs S.Jawahar on 21 January, 2022** **https://indiankanoon. org/doc/21305665/** held that,

> **Para 15.**On the other hand, the finding of the Trial Court that there were no witnesses for proving the execution of the promissory note and for passing of consideration is on erroneous basis, **for, it is not mandatory that the promissory note shall be attested by witnesses.** When law does not compel attestation of signature, it shall rely only on the evidence of the holder of the promissory note.

As per the above decision of the Hon'ble High Court of Madras it is clear that it is not mandatory for a promissory note to be attested by witnesses.

12) In these circumstances, the learned counsel for the defendants contended that Exs.A1, A2 and A3 are the promissory notes relied upon by the plaintiffs, It was argued that, **in Ex.A1, the printed ages of the plaintiffs have been struck out**

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and their ages have been rewritten in ink as follows: Plaintiff No.1 – 60 years, Plaintiff No.2 – 50 years, Plaintiff No.3 – 24 years, and Plaintiff No.4 – 22 years. In Ex.A2, the ages of the plaintiffs are also shown as 60, 50, 24 and 22 years. However, in Ex.A3, their ages are shown as 63, 53, 27 and 25 years respectively.

13) According to the learned counsel, a comparison of Ex.A1 with Ex.A3 reveals that Ex.A1 originally contained the printed ages as found in Ex.A3, corresponding to the year 2018, whereas Ex.A1 is alleged to have been executed in the year 2015. Therefore, the subsequent striking out of the printed ages and insertion of different ages in ink in Ex.A1 creates a serious doubt regarding its genuineness. It was thus contended that Exs.A1 and A3 are concocted documents and that the alteration in Ex.A1 constitutes a material alteration, rendering Exs.A1 and A3 invalid and unenforceable.

14) In these circumstances Section 87 of the Negotiable instruments Act reads as follows

> **87. Effect of material alteration.—**
> Any material alteration of a negotiable instrument renders the same void as against anyone who is a party thereto at the time of making such alteration and does not consent thereto, unless it was made in order to carry out the common intention of the original parties;
>
> **Alteration by indorsee.—**And any such alteration, if made by an indorsee, discharges his indorser from all liability to him in respect of the consideration thereof.
>
> The provisions of this section are subject to those of sections

20, 49, 86 and 125.

15) As per Section 87 of the Negotiable Instruments Act, 1881, a material alteration is any unauthorized change made to a promissory note that alters the rights, liabilities, or legal character of the parties involved. Such an alteration renders the instrument void against any party who has not consented to it.

16) In the present case, the contention of the defendants cannot be accepted. A careful perusal of Ex.A1 shows that only the printed ages of the plaintiffs have been struck off and their correct ages have been written in ink. The alteration does not relate to the essential terms of the promissory note, such as the amount borrowed, the rate of interest, the date of execution, the identity of the executants, the promise to pay, or the signatures of the parties. The legal rights and obligations arising under the instrument remain wholly unaffected. The correction of the ages of the plaintiffs is merely a descriptive alteration intended to rectify an incorrect printed entry and does not, in any manner, vary the contractual obligations of the parties. Therefore, such correction cannot be construed as a material alteration within the meaning of Section 87 of the Negotiable Instruments Act. Consequently, the contention of the defendants that Ex.A1 and Ex.A3 are rendered void on account of material alteration is devoid of merits and is liable to be rejected.

17) Further, even assuming that any blanks relating to the descriptive particulars of the parties were filled up after execution, such an act would not invalidate the promissory note. Section 20 of the Negotiable Instruments Act, 1881, recognizes the validity of an inchoate stamped instrument and authorizes the holder to complete the instrument in accordance with the authority conferred by the maker. The filling up or correction of non-essential particulars, which does not alter the nature of the transaction or the liability undertaken by the executant, cannot be treated as a material alteration attracting Section 87 of the Act.

18) In these circumstances, the learned counsel for the defendants argued that PW1, in his evidence, admitted that the defendants had paid interest to the plaintiffs and that the evidence of DW1 sufficiently established such payment. In support of this contention, DW1 produced Exs.B1 to B5 to show that interest amounts had been paid to the plaintiffs.

19) A perusal of Exs.B1 to B5 reveals that the bank transactions of the second defendant. Th exibit s B1 to B3 withregard to the second defendant and the ExB4 and B5 related to the first defendant. The defendants not specifically stated in what purpose the documents were produced.Out of these 5 documents the ExA1 to ExA3 have some high lighted portions.These portions are not consolidated and not specifically stated the purpose of these documents.The evidence of Dw1 shows that she take a stand that she discharged the loan amount .But the date of transaction and the amount are not stated in her evidence.

In the plaint, the plaintiffs have claimed interest only from March 2019 till 06.08.2019, the date of issuance of the legal notice. Further, PW1 has categorically deposed that the defendants had paid interest up to January 2019. Therefore, the payment of interest prior to March 2019 is not in dispute.Accordingly, the documents produced by DW1 only corroborate the case of the plaintiffs that interest had been paid up to the relevant period. They do not contradict the pleadings of the plaintiffs or disprove the plaintiffs' claim for the balance amount due. Hence, the evidence of DW1 does not, in any manner, affect or weaken the case of the plaintiffs.

20) In these circumstances, the learned counsel for the defendants contended that the renewal endorsements found in Exs.A1 and A2 were made using different colours of ink and, therefore, the promissory notes are liable to be treated as materially altered. Upon a careful perusal of Exs.A1 and A2, this Court finds that, to the naked eye, there is no discernible or material difference in the colour of the ink used in the renewal endorsements. Even assuming that different shades of ink were used, such a circumstance, by itself, does not establish a material alteration. The defendants have not produced any expert evidence to prove that the endorsements were subsequently inserted or were unauthorized. Mere variation in the colour of ink, without any alteration to the substance of the instrument or the rights and liabilities of the parties, does not fall within the ambit of a "material alteration" as contemplated under Section 87 of the Negotiable Instruments Act, 1881. Accordingly, the said contention of the learned counsel for the defendants is devoid of merits and is liable to be rejected.

21) In the present case, none of the contingencies contemplated under **Section 82 of the Negotiable Instruments Act, 1881**, have been established by the first defendant. There is no evidence to show that the suit promissory notes were cancelled by the plaintiffs with an intention to discharge the maker, nor is there any material to prove that the plaintiffs released the first defendant from her liability. Likewise, the first defendant has failed to establish that the entire amount due under the suit promissory notes was paid in due course so as to attract Section 82(c) of the Act. The evidence on record merely establishes that interest was paid for a certain period, which by itself cannot amount to discharge of the liability arising under the suit promissory notes. Therefore, the first defendant continues to remain liable for the amount due under the suit promissory notes, and the plea of discharge under Section 82 of the Negotiable Instruments Act is liable to be rejected. Since this Court has already held that Defendant Nos.2 is not liable under the suit promissory notes, the liability to satisfy the decree rests solely upon the first defendant.

Accordingly, the issues 1 and 2 are answered in favour of plaintiff. Hence, in these circumstances, this court concluded that the Plaintiffs are entitled to recover the sum of Rs.13,14,931/- **with subsequent interest at 6% per annum from the date of the suit (07.11.2019) until decree, and from the date of**

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decree until realization, from the 1st Defendant. The Plaintiff is also entitled to costs. The suit against the second defendant is dismissed.

22) <u>Issue No.3 : What other reliefs is the plaintiff entitled for ?</u>

In view of the foregoing paragraphs, this Court finds issues Nos. 1 and 2 in favour of the Plaintiffs. No further relief is awarded to the plaintiffs.

23) In the result, the suit is decreed in favour of the plaintiff for the recovery of a sum of Rs.13,14,931/- (Rupees Thirteen Lakhs Fourteen Thousand Nine Hunderd and Thirty only only) from the first defendant along with subsequent interest at the rate of 6% per annum from the date of plaint till the date of realization. The plaintiff shall also be entitled to costs of the suit. **The suit claim against the second defendant is dismissed.**

Dictated by me directly to the Stenographer, typed by him, corrected and pronounced by me in the open court, on this the 20th day of July 2026.

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III Additional District & Sessions Judge,
Tiruvallur @ Poonamallee.

<u>Plaintiffs side Witness</u>:-

P.W.1 - R. Ravichandran (1st Plaintiff).

<u>Plaintiffs side Exhibits</u>:-

Ex.A.1	Promissory notes executed in favour of Plaintiffs dated 17.08.2015 (Original)
Ex.A.2	Promissory notes executed in favour of Plaintiffs dated 12.12.2015 (Original)

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Ex.A.3	Promissory notes executed in favour of Plaintiffs dated 0812.2018 (Original)
Ex.A.4	Legal Notice issued to the defendants dated 06.08.2019 (True copy)

Defendant side Witness:-

D.W.1 - Geetha (1st Defendant)

Defendant side Exhibits :-

Ex.B.1	2nd Defendants Axis Bank Statement of Account for the period from 06.02.2016 to 06.02.2017 (Online copy)
Ex.B.2	2nd Defendants Axis Bank Statement of Account for the period from 01.01.2017 to 01.01.2018 (Online copy)
Ex.B.3	2nd Defendants Axis Bank Statement of Account for the period from 01.09.2018 to 15.08.2019 (Online copy)
Ex.B.4	1st Defendant's UCO Bank Statement of Account for the period from 25.07.2014 to 19.01.2016 (Online copy)
Ex.B.5	1st Defendant's UCO Bank Statement of Account for the period from 15.10.2015 to 19.01.2026 (Online copy)
Ex.B.6	Defendants counsel sent to the Reply notice to the plaintiff Counsel

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III Additional District & Sessions Judge,
Tiruvallur @ Poonamallee.