IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE, TENKASI

PRESENT**: Thiru.S. Manojkumar, M.A., M.L.,**

Additional District Judge , Tenkasi.

Tuesday the 10th day of March 2026

APPEAL SUIT No.23/2021

(CNR No.TNTS01 000288 2021)

Subbiah … Appellant / Defendant

/versus/

1. Madasamy Thevar (Died) . . . 1st Respondent / Plaintiff
2. Pitchammal
3. Murugesan
4. Malaselvi
5. Pradeesh kumar
6. Venkatesh . . . Respondents 2 to 6

(As per order of this Court in I.A.No.1/2022 dated 14.03.2021 the Respondents 2 to 6 were impleaded as legal heirs of deceased 1st Respondent)

and

(As per order of this Court in I.A.No.5/2024 dated 04.02.2025 the Appeal Memorandam was amended)

This Appeal has been filed against the Decree and Judgment passed in O.S.No.279/2013, dated 04.01.2021 on the file of Additional Subordinate Court, Tenkasi.

The details about the parties before the Trial Court

Between

Madasamy Thevar … Plaintiff

/versus/

Subbiah … Defendant

This Appeal Suit came up before this court on 02.03.2026 for final hearing in the presence of Thiru.S.Pandiarajan, Advocate appeared for the Appellant and Thiru.E.Appadurai, Advocate appeared for the Respondents 2 to 6 and the 1st Respondent died and upon hearing the arguments of both sides and on perusing the records and having stood over till this date for consideration, this court delivers the following:

JUDGMENT

This Appeal has been preferred by the Appellant / Defendant against the Decree and Judgment passed by the Additional Subordinate Judge, Tenkasi in O.S.No.279/2013, dated 04.01.2021.

2. **The brief averments in the Plaint before the Trial Court are as follows :-**

The Defendant has borrowed a sum of Rs.1,00,000/- from the Plaintiff on 24.12.2006 for discharge of debts. For that loan, the Defendant had executed a Promissory Note on 24.12.2006 in favour of Plaintiff and agreed to repay the said amount with interest at the rate of Rs.1/- for Rs.100/- per month.

But after so many requisitions by the Plaintiff, the Defendant did not pay any amount neither interest nor Principal to the Plaintiff . Hence the Plaintiff has sent a legal notice to the Defendant on 28.10.2009, but having received the same, the Defendant did not send any reply. Therefore the Plaintiff has filed the Original Suit for repayment of loan amount from the Defendant.

3. **The brief averments in the Written Statement filed by the Defendant are as follows :-**

The Suit is not maintainable. The Defendant never borrowed any amount from the Plaintiff and the Suit Promissory note is forged document. Originally the Plaintiff was running an unregistered Chit fund. The Defendant was one of the member of that Chit and the Defendant had got Chit amount and the same was discharged by the Defendant through so many installments. But the Plaintiff has alleged that the Defendant was due a sum of Rs.5,000/-. Subsequently, the Plaintiff has falsely created the suit promissory note and has filed this suit. The witness in the said promissory note is an enemy of the Defendant. Hence the Suit is to be dismissed.

4. Before the Trial Court the following Issues were framed.

1. Whether the Plaintiff is entitled to claim the Suit amount ?

2. To what other relief the Plaintiff is entitled to ?

5. Before the Trial Court, on the side of the Plaintiff, PW1 and PW2 were examined and Ex.A1 to Ex.A3 were marked. On the side of the Defendant, DW1 was examined and Ex.B1 to Ex.B3 were marked. Further, CW1 was examined and Ex.X1 was marked.

6. Considering the Oral and Documentary evidence, the Trial Court had Decreed the Suit. **Aggrieved against the same, the Defendant had filed this Appeal on the following grounds :-**

The Decree and Judgment of the Trial Court is against law and probabilities of the case. The Trial Court failed to properly appreciate the evidence available on record. The disputed signature of the Defendant was sent for examination by a handwriting expert, and the expert submitted a report stating that there are material differences in the signature of the Defendant found in Ex.A1 and the handwriting expert was also examined before the Court and he deposed in support of his report. However, the Trial Court failed to properly consider the said expert evidence and erroneously decreed the suit. The Trial Court failed to consider the fact that the Defendant had already lodged a complaint before the police against the Plaintiff in respect of the alleged suit promissory note and that an enquiry was conducted by the police. The Trial Court erred in awarding the rate of interest which is contrary to the guidelines issued by the Reserve Bank of India, and the same is excessive and unsustainable in law. The Trial Court failed to consider that the Plaintiff had not paid the proper and full court fee at the time of filing the suit and had subsequently paid the deficit court fee without obtaining proper permission of the Court. Hence, the suit is barred by law of limitation. Hence, the Trial Court Decree and Judgment ought to be set aside and the Appeal has to be allowed.

7. ***Point for consideration in this Appeal is as follows:***

Whether the Appeal is to be allowed?

8. The Appellant is the Defendant and the 1st Respondent is the Plaintiff in the Original Suit. During the pendency of this Appeal, the 1st Respondent died and hence the Respondents 2 to 6 were impleaded as his legal heirs. The parties are referred as per their ranking before the Trial Court for the sake of convenience and clarity.

9. **Point :-**

The Appellant / Defendant's learned counsel has argued that the Trial Court failed to consider that the Defendant had never borrowed any amount from the Plaintiff and that the alleged Suit Promissory Note is a forged and fabricated document. The Plaintiff was originally running an unregistered chit fund and the Defendant was one of the members in the said chit. The Defendant had received the chit amount and had already discharged the same by paying the installments in full. However, suppressing the said material facts, the Plaintiff has falsely alleged that the Defendant was due a sum of Rs.5,000/-. Further the alleged Suit Promissory Note has been subsequently created by the Plaintiff with a false claim and the present suit has been filed based on the said fabricated document. It is further argued that the witness who has signed in the alleged Promissory Note is admittedly an enemy of the Defendant and has inimically disposed towards him. Therefore, the said document cannot be relied upon and the Trial Court ought to have dismissed the Suit and so the Appeal may be allowed and Judgment and Decree of Trial Court shall be setaside.

10. Per contra, the learned counsel for the Respondent / Plaintiff has argued that the Defendant had borrowed a sum of Rs.1,00,000/- from the

Plaintiff on 24.12.2006 for the purpose of discharging his debts. In consideration of the said loan, the Defendant had executed a Promissory Note in favour of the Plaintiff on 24.12.2006 agreeing to repay the said amount with interest at the rate of Rs.1/- per Rs.100/- per month. Further the learned counsel has argued that despite repeated demands and requests made by the Plaintiff, the Defendant failed to repay the loan amount either towards the principal or interest. Hence, the Plaintiff was constrained to issue a legal notice to the Defendant on 28.10.2009 calling upon him to repay the said amount. Though the Defendant received the said notice, he neither complied with the demand nor sent any reply and hence the Plaintiff was constrained to file the suit for recovery of the said loan amount based on the Promissory Note executed by the Defendant. The Trial Court, after properly appreciating the oral and documentary evidence, has rightly decreed the suit and hence prays to dismiss the Appeal.

11. At this juncture, it is necessary to look into the fact whether the Plaintiffs have the burden of proving their case. Section 101 of the Indian Evidence Act provides that whoever desires the court to give any judgment regarding any right or liability that is "dependent on the existence of facts which he asserts, must prove that those facts exist." On the other hand, Section 102 of the Indian Evidence Act states that "the burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side." It is in fact a natural corollary of Section 101 that states that anybody desirous of proving a fact must prove that fact himself before the court. If neither the desirous person nor the opposite party prove that particular fact, then the case of the desirous person dependent on the existence

of that fact would fall apart. This could also be understood by a perusal of Section 103 of the Indian Evidence Act that stipulates that "the burden of proof as to any particular fact lies on that person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person." The onus of proof in a case continuously shifts from the Plaintiff to the defendant and vice versa, but this shifting of onus would happen in a Suit only when the Plaintiff is able to create a high degree of probability in their favour by adducing appropriate evidence.

12. The foundation of civil Law would be based on "preponderance of probability," which means an outweighing in the process of balance; however, slight may be the tilt of the balance or the preponderance. As a conjecture, 'preponderance' generally signifies that which satisfies the conscience and carries conviction to an intelligent mind. In civil proceedings, the court trying an issue makes its decision by adopting the test of probabilities.

13. The above enumerated are the first principles of Law on the appreciation of evidence in civil cases. Keeping the aforementioned first principles of Law in mind, it has to be decided whether the Plaintiff has proved his case. On careful perusal of Ex.A1, it is seen that it is the original Pronote executed by this Defendant Subbiah in favour of Plaintiff for the value of Rs.1,00,000/- and the Defendant's signature appears on the Revenue stamp affixed in the Promissory note. But the main defence of the Defendant is that he never executed any Promissory note in favour of Plaintiff and the signature found in Ex.A1 is not the signature of the Defendant. At this

Juncture, the initial burden of proving the execution of Pronote is upon the Plaintiff. Now it is necessary to consider whether the execution of Pronote has been proved by the Plaintiff. In this regard it is necessary to look into the Proof Affidavit of PW1, which is extracted here under:

"1) நான் வழக்கர்.

2) என்னிடம் எதிர்வழக்கர் அன்னாரது குடும்ப செலவிற்காகவும், சில்லரைக் கடன்களை தீர்க்கவும், 24.12.2006 ம் நாளன்று ரொக்கம் ரூ.1,00,000/– (ரூபாய் ஒரு லட்சம் மட்டும்) கடனாக பெற்றுக்கொண்டு, மேற்படி தொகை ரூ.1,00,000/–க்கும் மாதம் ஒன்றுக்கு ரூபாய் நூற்றுக்கு வட்டி ரூபாய் ஒன்று வீதம் வட்டி கூட்டி கூடிய வட்டியையும், அசலையும் நான் வேண்டும்போது எனக்காவது, எனது உத்திரவு பெற்றவருக்காவது செலுத்துவதாக ஒப்புக்கொண்டு எதிர்வழக்கர், எனது பெயருக்கு 24.12.2006 ம் நாளன்றே மேற்படி தொகைக்கு எனது பெயருக்கு பிராதுடன் தாக்கல் செய்துள்ள கடனுறுதிச சீட்டினை எழுதிக் கொடுததுள்ளார்.

3) என்னிடம், எதிர்வழக்குர் மேற்படி கடனுறுதி சீட்டின் பேரில் கடனாக ரொக்கம் பெற்றுக்கொண்ட மேற்குறிப்பிட்ட தொகைக்கு நாளது தேதி வரை அசல் மற்றும் வட்டி வகைக்கு யாதொரு தொகையும் எனக்கு செலுத்தவில்லை. நான், எதிர்வழக்கரிடம் மேற்படி தொகையை வட்டியுடன் செலுத்துமாறு நேரிலும், வகையாட்கள் மூலமும் கேட்டு வருவதில், எதிர்வழக்கர் என்னிடம் அசல் வட்டி தொகைகளை செலுத்துவதாகவே ஒப்புக்கொண்டபொழுதிலும் வீண் புகல்கள் சொல்லி நாட்களை கடத்தி வருகின்றார். .... "

But in his cross examination he has deposed as following :

என்னுடைய வரவு செலவு சம்பந்தமாக நான் நோட்டு எதுவும் எழுதிக்கொள்ளும் பழக்கம் இல்லை. வா.சா.ஆ.1 ஆவணத்தை தவிர்த்து அந்த தேதியில் என்னிடம் ரூ.1,00,000/– இருந்தது என்பதைக் காட்டுவதற்கு ரிக்கார்டு எதுவும் இருந்ததா? என்றால் அந்த தொகை என்னுடைய விவசாய வருமானத்தில் கிடைத்தது ஆகும். வா.சா.ஆ.1 ஆவணத்தை எழுதியவரை பிரதிவாதி தான் போய் பார்த்தார். தென்காசி நீதிமன்றங்களில் நான் சுமார் 7, 8 புரோநோட்டு வழக்குகள் தாக்கல் செய்துள்ளேன். மேற்படி புரோநோட்டுக்களை எல்லாம் தாவா புரோநோட்டை எழுதிய பரமசிவன் என்பவர் தான் எழுதிக்

கொடுத்துள்ளார் என்று சொன்னால் எனக்கு ஞாபகம் இல்லை. வா.சா.ஆ.1–ல் இருக்கக் கூடிய கையெழுத்து பிரதிவாதியின் கையெழுத்து அல்ல என்றாலும், அது மோசடியாக உற்பத்தி செய்யப்பட்டுள்ளது என்று சொன்னாலும் சரியல்ல. வா.சா.ஆ.3 ஒப்புகை அட்டையில் செய்துள்ள கையெழுத்தை பார்த்து வா.சா.ஆ.1–ல் பிரதிவாதியின் கையெழுத்தை மோசடியாக போட்டு உற்பத்தி செய்யப்பட்டுள்ளது என்று சொன்னால் சரியல்ல. தாவா கடனை காலை 10.00 முதல் 10.30 மணி வரைக்குள் கொடுத்திருப்பேன். தாவா கடனை பிரதிவாதியிடம் என் வீட்டில் உள்ள வெளி ஹாலில் வைத்து கொடுத்தேன். பிரதிவாதி கையெழுத்து போட்டுக் கொடுத்த பின்பு தான் நான் பணத்தை கொடுத்தேன். வா.சா.2 தாக்கல் செய்துள்ள நிரூபண வாக்குமூலத்திற்குரிய சங்கதிகளை அவர்தான் வழக்கறிஞரிடம் சொன்னார். அந்த வாக்குமூலத்தை நான் படித்து பார்க்கவில்லை. வா.சா.ஆ.1 ல் கண்டுள்ள சாட்சியின் முகவரியை யார் எழுதினார்கள் என்று எனக்கு ஞாபகம் இல்லை. வா.சா.ஆ.1 ஐ எழுதிய பரமசிவன் அந்த தேதியில் என் வீட்டிற்கு வரவில்லை. பிரதிவாதிக்கு 100 ரூபாய் நோட்டுகளாக கொடுத்தேன். பிரதிவாதியும், வா.சா.2 ம் நில புரோக்கர்கள் என்று சொன்னால் எனக்கு தெரியாது. வா.சா.2–ற்கும், பிரதிவாதிக்கும் ரொம்ப காலமாகவே பகை உண்டு என்றாலும், காவல்நிலையத்தில் புகார்களும் கொடுக்கப்பட்டுள்ளது என்று சொன்னாலும் எனக்கு தெரியாது. ."

Further, the Plaintiff has examined PW2 as attesting witnesses of Ex.A1. PW2 Sivalingam in his Proof Affidavit has stated as follows:

" 2006 டிசம்பர் மாதம் பிரதிவாதி என்னிடம் தான் வாதியிடம் ரூ.1,00,000/– (ரூபாய் ஒரு லட்சம்) கடன் கேட்டுள்ளதாகவும், அவரும் தருவதாக சொல்லியுள்ளார் என்றும், அது வகைக்கு தான் ஒரு புரோநோட்டு எழுதி வைத்துள்ளதாகவும் கூறி என்னை அதில் சாட்சி கையெழுத்து செய்ய வேண்டும் என்று கூறி என்னை வாதி வீட்டிற்கு கூட்டிச் சென்று வாதியை சந்தித்து பிரதிவாதி ரூ.1,00,000/–க்கு புரோநோட்டு எழுதிக்கொண்டு வந்துள்ளதாகவும் கூறி வாதி வீட்டில் வைத்து வாதியிடம் மேற்படி புரோநோட்டில் ஒட்டப்பட்டுள்ள இரண்டு ஸ்டாம்புகளின் மேல் கையெழுத்திட்டு என்னை சாட்சிக் கையெழுத்திடக் கேட்டு நானும் அதில் முதலாவது சாட்சியாக கையெழுத்திட்டு எனது முகவரியையும் எழுதினேன். அப்போது

அங்கிருந்த நாகல்குளம் அருணாசலம் என்பரை இரண்டாவது சாட்சியாக கையெழுத்திட வாதி கேட்டு அவரும் 2வது சாட்சியாகக் கையெழுத்திட்டு பிரதிவாதியிடம் புரோநோட்டைக் கொடுத்து பிரதிவாதி அதை வாதியிடம் கொடுத்தார். வாதியும் அதை படித்துப் பார்த்து விட்டு ரூ.1,00,000/– (ரூபாய் ஒரு லட்சம்)த்தை பிரதிவாதியிடம் கொடுத்தார். பிரதிவாதியும் அதை எண்ணிப் பார்த்துவிட்டு தான் கொண்டு வந்த பையில் வைத்துக் கொண்டு அங்கிருந்து புறப்பட்டு விட்டோம்.

பிரதிவாதி மேற்படி புரோநோட்டில் கையெழுத்து போடும்போது நானும், இன்னொரு சாட்சியும் வாதியும் பார்த்தோம். நானும், இன்னொரு சாட்சியும் கையெழுத்துப் போடும்போது வாதியும், பிரதிவாதியும் பார்த்தார்கள்."

Further in his cross examination has stated that

‘‘ எனக்கும், வழக்கின் பிரதிவாதிக்கும் ஒரே ஊர். நான் எப்போதும் நில புரோக்கர் தொழில் பார்த்தது கிடையாது. பாவூர்சத்திரம் பதிவாளர் அலுவலகத்தில் சுமார் 100 பத்திரங்களில் நான் கையெழுத்து போட்டிருப்பேன். பிரதிவாதி நில புரோக்கர் வேலை செய்து வருகிறார். 1.6.2007 ல் பிரதிவாதி எனக்கு நிலம் வாங்கி விற்ற வகையில் தொகை கொடுக்க வேண்டியது சம்மந்தமாக பாவூர்சத்திரம் காவல்நிலையத்தில் நான் கொடுத்த புகாரின்பேரில் விசாரிக்கப்பட்டு, அந்த விசாரணையில் பிரதிவாதி ரூ.35,000/–த்தை எனக்கு கொடுத்த பிரச்சனை முடிக்கப்பட்டது என்று சொன்னால் தொகை கொடுத்து பிரச்சனை முடிக்கப்பட்டது. அந்த பிரச்சனை காவல்நிலையத்தில் வைத்துத் தான் முடிந்தது. எனக்கும், பிரதிவாதிக்கும் மேற்படி பிரச்சனைக்கு முன்பாக ஒரு வருடமாக மனஸ்தாபம் இருந்து வந்ததா? என்றால் எனக்கும், பிரதிவாதிக்கும் மனஸ்தாபம் இல்லை. எனக்கும், பிரதிவாதிக்கும் எந்தவொரு பிரச்சனையும் கிடையாது. எனக்கும், பிரதிவாதிக்கும் இடையே மேற்படி பணம் கொடுக்க வேண்டிய பிரச்சனையைத் தவிர்த்து வேறு பிரச்சனை இல்லை. தாவா புரோநோட்டை பிரதிவாதி தான் கையில் எழுதிக் கொண்டு வந்தார். பிரதிவாதி கொண்டு வந்த புரோநோட் எழுதப்பட்டு இருந்ததா? டைப் செய்யப்பட்டு இருந்ததா? என்றால் அதை நான் பார்க்கவில்லை. நான் சாட்சி கையெழுத்து போட்டபோது, புரோநோட்டை பார்த்தேன். அது எழுதப்பட்டு இருந்தது. புரோநோட்டில் முதலில் நான் சாட்சிக் கையெழுத்து போட்டேன். அதற்குப் பின்பு நாகல்குளத்தை சேர்ந்த ஒருவர் கையெழுத்து போட்டார். அவர் யார் என்று எனக்கு தெரியாது. அதன்பின்பு புரோநோட்டை பிரதிவாதியிடம் கொடுக்கப்பட்டு விட்டது."

On perusal of above cross examination of PW2, it is revealed that there had been prior enmity between him and the Defendant. Further, though he is one of the attesting witness of Ex.A1, he initially stated that he did not even observe whether Ex.A1 pronote was typed or handwritten. Subsequently, he contradicted himself by stating that he had seen it when affixing his signature that it was handwritten and after execution the Pronote was handed over to the Defendant. Further, though PW2 has stated in his proof affidavit that the Defendant appended his signature in the Suit Pronote at the house of Plaintiff, he has stated that the signature was appended by Defendant earlier itself in his cross examination. Thus, it is evident that the PW2 has not seen the Defendant signing the Suit pronote. In view of these contradictory statements, the testimony of the said witness cannot be accepted as reliable evidence to prove the execution of Ex.A1. In such position, it is the bounden duty of the Plaintiff to examine the other attesting witness or the scribe of the document to prove the examination of Suit pronote. But the Plaintiff has miserably failed to examine those witnesses.

14. Further, inasmuch as the Defendant has denied his signature in Ex.A1, the burden of proving the same lies upon the Plaintiff. However, the Plaintiff has not taken any steps to send the said document for examination by a handwriting expert and to obtain an expert opinion in that regard. But the Defendant has taken steps to send Ex.A1 for comparison and as per the requisition of Defendant, this Court has sent the Ex.B3 original sale deed dated 14.02.2003 in favour of Subbiah with Ex.A1 Pronote for comparison and Expert opinion also received and the same was marked as Ex.C1. On perusal of Ex.C1, it is stated as follows:

"The standard signatures have been freely written showing natural variations and they agree in the handwriting characteristics on inter se comparison. The questioned signature differs significantly from the standard in the handwriting characteristics. The characteristic differences include among other things the following

1. The skill of writing

2. The alignment between the letters in the signature "A. சுப்பையா"

3. The location and manner of making a) crossing the letter 'A' b) making dot in the letter ' ப்'

4. The relative sizing between the letters "சு & ப்", "ய & ா"

5. The manner of terminating the letters A, சு, ை, ப , ய, ா.

6. In the detailed designs such as the beginning and formation of loops and curves of the letters A, சு, ப், ை, ப , ய, ா.

From the above it is revealed that the signature of the Defendant in Ex.A1 is complete variation with the signatures found in Ex.B3 sale deed. Further, on perusal of Ex.B2 sale deed, Deposition of DW1 and Vakalat on behalf of Defendant, it is clear that the signature of Defendant in the above said documents are varied from the signature found in Ex.A1 Pronote. Hence, the Plaintiff has failed to discharge his initial onus of proving the execution of Suit Promissory note.

15. Nextly, the learned counsel for the Defendant has contended that the Plaintiff had been running an unregistered chit fund and that the Defendant

had enrolled himself as a member in the said chit and had been paying chit amounts regularly. It is further contended that, in respect of the said chit transactions, only a sum of Rs.5,000/- remained due and payable by the Defendant, but the Plaintiff, by increasing the amount, has created and produced the alleged pronote. On the otherhand, the Plaintiff has contended that he had never conducted any chit business and that the Defendant did not owe him any balance towards any chit amount. The Plaintiff has further contended that if the contention of the Defendant is true, he would have sent a reply to the legal notice issued by the Plaintiff demanding payment of the suit amount. But the contention of the Defendant that he was pursing his remedy before law enforcing agencies is quite acceptable. Even otherwise, when the Plaintiff has failed to prove the execution of Suit Pronote, he cannot gain advantage over the weakness of the case of Defendant. On perusal of the case records, it is seen that the notice issued by the Plaintiff to the Defendant has been marked as Ex.A2 and the acknowledgment card of the same received by the Defendant has been marked as Ex.A3. Even if the contention of the Plaintiff that the Defendant did not send any reply notice is accepted, it is evident from Ex.B1, the police complaint that immediately after receiving the said notice on 03.11.2009, the Defendant lodged a complaint before the police station on 06.11.2009. Therefore, it is clear that upon coming to know the fact of this suit, the Defendant has given a complaint. Eventhough ordinarily filing a police complaint may not be a matter relevant to civil disputes, lodging a complaint with respect to allegations of cheating and forgery of signature is permissible. Hence, merely on the ground that the Defendant did not send a reply notice, the suit pronote cannot be deemed to have been proved.

17. Further, the learned counsel for the Defendant has argued that the Plaintiff had not paid the proper and full court fee at the time of filing the suit and had subsequently paid the deficit court fee without obtaining proper permission of the Court and hence, the suit is barred by law of limitation. Upon consideration of the said contention, it is seen that the original suit was filed by the Plaintiff on 23.12.2009 and at that time a sum of Rs.10,200/- was paid as court fee. Subsequently, the plaint was returned for certain defects and, after rectifying the defects, it was represented on 23.08.2012, at which time an additional court fee of Rs.1/- was paid. On examining the court fee payable for the suit claim, it is seen that a total court fee of Rs.10,200.50 was required to be paid. However, at the time of filing the plaint, the Plaintiff had paid court fee short by only 0.50 paise and, while representing the plaint after rectification of defects, the said deficit of 0.50 paise was also paid. Further, the suit itself had been filed within three years from the date of the suit pronote. Therefore, merely because the deficit court fee was made good after the lapse of three years, it cannot be said that the suit is barred by limitation. There are several decisions of the Hon'ble Apex Courts holding that a suit cannot be rejected on the ground of a little deficit in court fee such as 0.50 paise. In view of the same, the contention of the Defendant that the suit is barred by limitation cannot be accepted. Anyhow, in the light of the aforesaid discussions, it has been proved on behalf of the Defendant that the signature found in Ex.A1 promissory note is not that of the Defendant, and the Plaintiff has failed to prove his case, by producing proper oral and documentary evidence. The Trial Court has not appreciated the evidence rightly and therefore the Judgment of Trial Court warrants interference. Thus, this Court comes to the conclusion that the Plaintiff is not entitled to get the relief sought

for and consequentially the Decree and Judgment passed by the Trial Court in favour of the Plaintiff are liable to be set aside. Hence the Appeal is to be allowed. Accordingly the Point is answered.

In the result,

(1) this Appeal is allowed with Costs.

(2) the Decree and Judgment passed in O.S.No.279/2013 dated 04.01.2021 on the file of the Additional Subordinate Court, Tenkasi is setaside.

Dictated to the steno-typist, directly typed by her in computer. Corrected and pronounced by this Court on this the 10th day of March 2026.

MANOJKUMAR S

Digitally signed by MANOJKUMAR S
Date: 2026.03.11 17:46:16 +0530

Additional District Judge,
Tenkasi.

Copy to

The Additional Subordinate Judge,
Tenkasi.

Additional District Court,
Tenkasi
A.S.No.23/2021
Dated : 10.03.2026
Fair Judgment