TNTS040004792023

BEFORE THE ADDITIONAL SUB-ORDINATE COURT AT TENKASI

PRESENT: Tmt. K. Sudharani, M.L.,
Additional Subordinate Judge,
Tenkasi.

Wednesday, the 24th day of June 2026
Sri Paraabava, Aani Thingal – 10, Thiruvalluvar Aandu 2054

Original Suit No.564/2023
(TNTS04-000479-2023)

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Arumaikani . . . Plaintiff

/Vs/

Chandran . . . Defendant

This Original Suit is coming up for final hearing before me on 22.06.2026 in the presence of Mr. A. Marikani, Counsel for the Plaintiff and Mr. N. Jothimurugan, Counsel for the Defendant and upon hearing arguments and on perusal of available material records and having stood over for consideration before this Court till date, this Court delivers the following,

J U D G M E N T

This Original Suit is filed by the Plaintiff for the relief of recovery of money for a sum of Rs.2,93,667/- from the Defendant together with future interest and costs.

2. **<u>The Plaint averments in a nutshell are as follows</u>:**

The Plaintiff states that the Defendant borrowed a sum of Rs.2,50,000/- from the Plaintiff towards loan amount on 17.03.2022, agreeing to repay the same with interest at the rate of 12% per annum and executed a Promissory Note before witnesses on the same day. Then, as per the terms of the Promissory Note, the Defendant had neither paid any interest nor the principal amount and committed default in repayment of loan amount. Inspite of repeated demands, the Defendant failed and neglected to repay the above said loan amount. Hence the Plaintiff is forced to file this suit against the Defendant, for recovery of a sum of Rs.2,93,667/- with interest and costs.

3. **<u>The Germane of the Written Statement are as follows</u>**:

The Suit is not maintainable either in Law or on Facts and to be dismissed in limine. The Defendant has not executed any promissory note and put any signature or thumb impression as mentioned in the Plaint. The signature on the Promissory note was not the signature of the Defendant. The Plaintiff fraudulently created the Promissory Note and put the signature of the Defendant. The Defendant is ready to prove his original signature and thumb impression through documentary evidence. The Plaintiff is not having sufficient source of income as mentioned in the Plaint. In view of the enmity between the Plaintiff and Defendant, the Plaintiff filed this false suit. The Plaintiff is put to strict proof of the facts, except those that are specifically admitted herein. Hence, the suit is to be dismissed with costs.

4. Considering the Plaint pleadings, contentions of the Written Statement and material records, this Court framed the following issues for the disposal of the lis on 26.03.2024:

ISSUES:

1. பிராதில் கண்ட தொகை வட்டியுடன் வாதிக்கு கிடைக்கத்தக்கதா?

2. வாதிக்கு கிடைக்கத்தக்க இதர பரிகாரங்கள் என்ன?

5. In this Suit, the Plaintiff examined himself as PW1 and Ex.A1 was marked through PW1. Further, on the side of the Plaintiff, the First attesting witness of the Promissory Note, namely Sabarikanth was examined as PW2. On the side of the Defendant, the Defendant examined himself as DW1. No documents marked.

6. **ISSUES No.1:**

The suit is filed for the relief of recovery of money to a sum of Rs.2,93,667/- from the Defendant together with interest and future interest on principal sum of Rs.1,00,000/-and for costs.

7. The Plaintiff examined himself as PW1 and Ex.A1 was marked. The First Attesting Witness on the Promissory Note was examined as PW2 for the purpose of proving execution of Promissory Note. The Exhibit A1 is the Promissory Note dated 17.03.2022, executed by the Defendant for a sum of Rs.2,50,000/- towards the amount borrowed in the presence of witnesses, namely Sabarikanth and Karuppasamy. The Defendant agreed to repay the amount together with interest at the rate of 12% per annum. The First Attesting Witness was examined as PW2. The evidences of PW1, PW2 and Ex.A1 are sufficient to prove the factum of loan borrowed by the Defendant from the Plaintiff on 17.03.2022 for a sum of Rs.2,50,000/-, by agreeing to repay together with interest at the rate of 12% per annum. The liability of Defendant is well established and proved.

8. The money claim is based upon Ex.A1, Promissory Note. The evidences of PW1, PW2 and Ex.A1, Promissory Note are sufficient to prove the factum that the Defendant borrowed a sum of Rs.2,50,000/- from the Plaintiff by agreeing to repay the same together with interest. The Negotiable Instrument Act contemplates that once execution of Negotiable Instrument is proved, then the presumption as consideration and liability is drawn in favour of the Plaintiff. However, the said presumption is rebuttable one. The Defendant is duty bound to rebut the presumptions drawn in favour of the Plaintiff.

9. The Defendant put forward in his Written Statement that the alleged Promissory Note is fraudulently created by the Plaintiff, by putting the signature and thumb impression of the Defendant. Further the Defendant contended in his Written Statement, that the Plaintiff has no source of income to give the alleged debt and due to enmity, the Plaintiff filed this Suit against the Defendant. The Defendant, having challenged the Negotiable Instrument on the ground of forgery, is duty bound to establish and prove the defences. But the evidences of PW1 and PW2 are tested by the Defendant. The PW1 and PW2 denied the defences tested during cross-examination on the part of Defendant. The evidence of DW1 categorically admitted that he signed on a unfilled blank document. Now, on considering the version of Defendant, there is no evidences substantiating the defences raised by him in his Written Statement. The Defendant fails to discharge legal burden. In the said circumstances, this Court arrives at a conclusion that the Plaintiff established and proved his case.

10. Further, on perusing the evidences of PW1, it shows that the Plaintiff has demanded for repayment of amount due on Promissory Note and the Defendant committed default. The cause of action is well established. Moreover, the suit is within the period of limitation.

11. The Defendant, having received the loan amount and committed default, as per the terms of Promissory Note, the Defendant is duty bound to repay the loan amount together with interest. The Defendant fails to lead rebuttal evidence. Hence, the Defendant is liable to pay the loan amount together with interest.

12. The above Issue is decided in favour of the Plaintiff.

13. **Issue No.2**:

This Court determines that the Plaintiff is entitled for recovery of money from the Defendant together with interest and also the costs of the litigation and not entitled for any other reliefs and the Issue is decided accordingly in favour of the Plaintiff.

14. In the result, the Defendant is liable to repay a sum of Rs.2,93,667/- (Rupees Two Lakhs, Ninety Three Thousand, Six Hundred and Sixty Seven Only) to the Plaintiff together with interest on the principal amount of Rs.2,50,000/- at the rate of 12 percentage interest per annum from the date of Suit till the date of Decree and 6 percentage per annum from the date of Decree till the date of realization. Time for repayment is one month. Accordingly the suit is decreed with costs.

Dictated by me to the Steno-typist, typed directly by him on Computer, Corrected and Pronounced by me in the open Court on this the 24th day of June 2026.

K SUDHARANI

Digitally signed by K SUDHARANI
Date: 2026.06.24 20:16:07 +0530

Additional Subordinate Judge,
Tenkasi.

Witnesses examined on the side of the Plaintiff:

PW1 Mr. Arumaikani (Plaintiff)
PW2 Mr. Sabarikanth

Witnesses examined on the side of the Defendant:

DW1 Mr. Chandran (Defendant)

Exhibits marked on the side of the Plaintiff:

Ex.A1	17.03.2022	Promissory Note executed for a sum of Rs.2,50,000/- (Original)

Exhibits marked on the side of the Defendant: Nil

K SUDHARANI Digitally signed by K SUDHARANI Date: 2026.06.24 20:15:58 +0530

Additional Subordinate Judge,
Tenkasi.

Additional Sub Court, Tenkasi

Original Suit No.564/2023

Judgment (Original/Draft)

Dated 24.06.2026