

THE COURT OF DISTRICT MUNSIF, GUDIYATTAM,
VELLORE DISTRICT.

Present: Tr.K.Karthick Asath, B.A.,B.L.,(Hons),LLM.,
District Munsif,
Gudiyattam.

Friday, this the 31st day of July 2026

O.S.No.202/2021
(CNR.No.TNVL10-000266-2021)

D. Ekambaram Plaintiff

// Versus //

K. Vinothkumar Defendant

(Amended as per order in IA.01/2023, dated 03.01.2024)

This suit came up before this court on 23.07.2026 for final hearing in the presence of Thiru.K.Loganathan, Advocate for the plaintiff and Thiru.K.Karthikeyan, Advocate for the defendant and upon perusing the case records and having stood over for consideration till this day, this court delivered the following.

JUDGMENT

Suit filed Under Order 7, Rule 1 and Section 26 of Code of Civil Procedure to directing the defendant to pay the suit amount Rs.74,888/- with future interest at the rate of 24% per annum to the plaintiff and for cost.

1. The Brief averments of the Amended plaint :-

The plaintiff submit that on 26.10.2019 the defendant borrowed a loan of Rs.50,000/- from the plaintiff for that on the same day the

defendant executed promissory note infavour of the plaintiff promising to repay the said sum with interest at the rate of 24% per annum but the defendant failed to repay the same. Hence on 05.04.2021 the plaintiff sent legal notice to the defendant even after receiving the notice on 07.04.2021 the defendant failed to repay the loan amount hence the present suit is filed.

2. The Brief Averments of the Written Statement:-

The defendant submitted that he never borrowed any amount from the plaintiff and the defendant never received any amount from the plaintiff and he never executed any promissory note and the alleged promissory note is forgery. The defendant never signed any promissory note and never before seen the plaintiff in his lifetime. The defendant further submit that the plaintiff has created the forgery documents with the forgery signature of the defendant in the promissory note and filed the false case against the defendant. Hence prayed to dismiss the suit.

3. Issues:-

On the basis of plaint and written statement filed by both parties the following issues were framed on 22.07.2022.

- i) Whether the defendant executed a promissory note infavour of the plaintiff for valid consideration on 26.10.2019 ?
- ii) Whether the pronote has fabricated by forgery signature of the defendant in the suit promissory note ?
- iii) Whether the plaintiff is entitled for decree as prayed for ?

iv) To what other relief plaintiff is entitled for ?

4. Evidence :-

On plaintiff side the plaintiff Ekambaram examined himself as PW1 and marked Ex.A1 to Ex.A3 and one Vivekanandan examined as PW2 and one Sanmugam examined as PW3. On defendant side defendant Vinothkumar examined himself as DW1. No document was marked on defendant side.

5. Arguments:-

5.1. Plaintiff side Argument:-

The plaintiff counsel argued that the defendant borrowed Rs.50,000/- from the plaintiff on 26.10.2019 by executing the suit promissory note Ex.A1. The defendant not paid any interest or principal to the plaintiff hence he sent legal notice on 05.04.2021 even after receiving the notice on 07.04.2021 the defendant failed to sent reply to the plaintiff and failed to repay the loan amount. At the time of cross examining the PW1 the defendant side themselves extracted evidence infavour of the plaintiff infact the defendant side admitted the plaintiff case. For proving the execution of promissory note, passing of consideration the plaintiff side examined the attesting witnesses of Ex.A1 as PW2 and PW3. They clearly deposed about the execution of the promissory note and more particularly they deposed that the defendant signed in the promissory note. He further argued that at the time of DW1 cross examination the defendant himself adduce that the second attesting witness is a Vivekanandan on seeing the

Ex.A1 the signature of the second attesting witness it is not in the readable manner but the defendant specifically deposed that M.Vivekanandan is signed as second witness in the promissory note. The said deposition itself proved that the defendant is presented at the time of execution of the promissory note on that only he clearly deposed the name of the second attesting witness. He further argued that the defendant only denying his signature in the promissory note then burden upon him to prove the same by obtaining expert opinion but the defendant failed to take necessary steps to obtain expert opinion. On plaintiff side by examining PW1 to PW3 and cross examining DW1 and by marking Ex.A1 to Ex.A3 he clearly proved his case hence pleased to decreed the suit.

5.2. The defendant counsel filed written argument on 21.07.2026 and the same is considered.

6. Discussion:-

This court after considering the argument of both sides and perusing the pertinent records this court proceed to delineate the findings based on the following discussion.

Issue No.1:- Whether the defendant executed a promissory note infavour of the plaintiff for valid consideration on 26.10.2019 ?

6.1. The case of the plaintiff is that on 26.10.2019 the defendant borrowed a loan of Rs.50,000/- from the plaintiff for that on the same day the defendant executed promissory note infavour of the plaintiff by

promising to repay the said sum with interest at the rate of 24% per annum but the defendant failed to repay the same hence on 05.04.2021 the plaintiff sent legal notice to the defendant even after receiving the notice on 07.04.2021 the defendant failed to repay the loan amount hence the present suit is filed. Per contra the defendant filed written statement stating that the alleged promissory note is forgery. The defendant never signed any promissory note and never before seen the plaintiff in his lifetime. The plaintiff created forged document with the forgery signature of the defendant in the promissory note and filed this false case. Hence prayed to dismiss the suit.

6.2. On considering the present issue in respect of execution of promissory note the defendant specifically denying the execution of the promissory note and the signature. Hence the initial burden upon the plaintiff to prove the execution of promissory note. For proving the plaintiff case the plaintiff himself examined as PW1 and marked Ex.A1 to Ex.A3. On perusing the Ex.A1 the Original Promissory Note dated 26.10.2019. The Ex.A2 is the Legal Notice dated 05.04.2021. The Ex.A3 is the Acknowledgment card for receiving the legal notice.

6.3. In the chief examination of PW1 he clearly deposed as mentioned in the plaint pleadings. The PW1 cross examined by the defendant side no contrary evidence in respect of execution of promissory note is extracted by the defendant side to disprove the plaintiff case. The relevant portion of PW1 deposition is extracted here below,

"பிரதிவாதியை முதலில் எங்கு பார்த்தேன் என்றால் அவருடைய அரிசி கடையில் பார்த்தேன். அவருக்கு 26.10.2019-ல் கடன் கொடுத்தேன். 50,000/- கொடுத்தேன். அந்த பணம் எனக்கு எப்படி வந்தது என்றால் தீப்பெட்டி கம்பெனி வியாபாரத்தில் வந்தது. கையில் இருந்து கொடுத்தேனா அல்லது வாங்கியில் இருந்து எடுத்துக்கொடுத்தேனா என்றால் கையில் இருந்து கொடுத்தேன். எங்கு வைத்து கொடுத்தேன் என்றால் தாலுக்கா அலுவலகத்திடம் வைத்துக் கொடுத்தேன். கடனுறுதி சீட்டை யார் எழுதியது என்றால் தாலுக்கா அலுவலத்தில் உள்ள லிங்கேஷ்வரன் என்பவர் எழுதினார். கடனுறுதி சீட்டு எழுதும்போது பிரதிவாதி அங்கிருந்தாரா என்றால் இருந்தார். எனது கண் முன் தான் வினோத்குமார் கையெழுத்து போட்டாரா என்றால் ஆமாம். அவருடைய கையெழுத்தை தடய அறிவியல் ஆய்வகத்திற்கு அனுப்ப எனக்கு ஆட்சேபனை இல்லை என்றால் ஆட்சேபனை இல்லை."

On perusing the deposition of PW1 he specifically deposed about the passing of consideration, place of execution of promissory note and particularly deposed that the defendant Vinothkumar signed in the promissory note before the plaintiff. On defendant side no contrary evidence in respect of plaintiff case is extracted.

6.4. It is further submit that on plaintiff side the attesting witnesses of Ex.A1 Promissory note namely Vivekanandan and Shanmugam are examined as PW2 and PW3. On perusing the evidence of PW2 in his chief examination he deposed that on 26.10.2019 the defendant borrowed Rs.50,000/- by cash and executed promissory note infavour of the plaintiff. The said PW2 also cross examined by the defendant side, his relevant deposition is extracted here below,

"பிரதிவாதி வினோத்குமாரை எப்படி தெரியும் என்றால் எனது வீட்டிலிருந்து 15 வீடு தள்ளி உள்ளார். பிரதிவாதி எவ்வளவு பணம் வாங்கியதாக சொல்கிறேன் என்றால் 50,000/-. பிரதிவாதி எங்கு வைத்து எத்தனை மணிக்கு பணம் வாங்கினார் என்றால் தாலுக்கா அலுவலகத்திடம் வைத்து பகல் 12 மணிக்கு பணம் வாங்கினார். யார் யார் அப்போது உடனிருந்தார் என்றால் வினோத்குமார், ஏகாம்பரம், சண்முகம்

மற்றும் பாண்டு எழுதிய லிங்கேஷ்வரன் இருந்தார்கள். எந்த தேதியில் பாண்டு எழுதினார்கள் என்றால் 26.10.2019-ல் எழுதினார்கள். என்னை சாட்சி கையெழுத்து போட யார் கூப்பிட்டார் என்றால் வினோத்குமார் கூப்பிட்டார். வினோத்குமார் என்னவென்று கூப்பிட்டார் என்றால் ஏகாம்பரத்திடம் பணம் கேட்டுள்ளேன் அவர் கொடுப்பதாக சொல்லியுள்ளார் அதனால் சாட்சிக்காக வாங்க என்று கூப்பிட்டார். கடன் வாங்கியதாக சொல்லும் ரூபாய். 50,000/-ஐ 500 ரூபாய் நோட்டுக்களாக ஒரே கட்டாக கொடுத்தார். பிரதிவாதி கையெழுத்தை இடதுபக்க கையால் போட்டாரா அல்லது வலதுபக்க கையால் போட்டாரா என்றால் வலதுபக்க கையால் போட்டார். நான் கையெழுத்து போட்டபிறகு தான் பிரதிவாதி கையெழுத்து போட்டாரா என்றால் இல்லை அவர் கையெழுத்துபோட்டபிறகு நான் போட்டேன். வா.சா.ஆ.1 கடனுறுதி சீட்டிலுள்ள கையெழுத்து பிரதிவாதியினுடையது அல்ல என்றால் சரியல்ல அவர் தான் போட்டார்."

On perusing the deposition of PW2 by way of cross examination the defendant side strengthen the evidence to prove the plaintiff case. In the cross examination the PW2, he clearly deposed about the date, time and place of execution of promissory note and the passing of consideration and more particularly he denied the defendant side suggestions and deposed that the defendant himself signed in the Ex.A1 Promissory note.

6.5. The another attesting witness Shanmugam also examined as PW3 by the plaintiff side. On perusing the evidence of PW3 in his chief examination he deposed that on 26.10.2019 the defendant borrowed Rs.50,000/- by cash and executed promissory note infavour of the plaintiff. The said PW3 also cross examined by the defendant side and his relevant deposition is extracted here below,

"ஏகாம்பரம் சொல்லி கொடுத்து தான் சாட்சி சொல்ல வந்துள்ளேன் என்றால் சரியல்ல எனக்கு நேரடியாக தெரியும். வினோத்குமாரை எனக்கு எப்படி தெரியும் என்றால் அவருக்கு 2, 3 முறை அரிசி லோடு ஓட்டியுள்ளேன். 26.10.2019 அன்று சுமார் 12 மணிக்கு பணம் வாங்கினார். பணம் வாங்கும்போது நான் இருந்தேன், விவேகாநந்தன், ஏகாம்பரம், லிங்கேஷ்வரன், வினோத்குமார் இன்னும் சில பேர்

இருந்தார்கள். நான் முதல் சாட்சியாக கையெழுத்து போட்டுள்ளேன். ஏகாம்பரத்தை எனக்கு நன்றாக தெரியும் என்றால் பணம் கொடுத்த தேதியில் இருந்து தான் ஏகாம்பரத்தை தெரியும், அதற்கு முன்பே வினோத்குமாரை தெரியும். கடனுறுதி சீட்டில் எனது முகவரி குறிப்பிடாத நிலையில் எப்படி ஏகாம்பரம் என்னை சாட்சியாக அழைத்து வந்தார் என்றால் நான் தற்போது ஏகாம்பரத்திற்கு வண்டி ஓட்டி வருகிறேன். வினோத்குமார் பாண்டை பார்த்ததில்லை என்றாலும் அதிலுள்ள கையெழுத்து அவருடையது இல்லை என்றாலும் நான் வழக்கிற்காக பொய்யாக சொல்கிறேன் என்றால் சரியல்ல, கையெழுத்து வினோத்குமாருடையது தான் அவர் தான் என்னை அழைத்து சென்றார். என்னிடம் காட்டப்படும் கடனுறுதி சீட்டு நான் கையெழுத்து போடும்போது எழுதப்பட்டிருந்ததா என்றால் எழுதப்பட்டிருந்தது. யார் எழுதியது என்றால் லிங்கேஷ்வரன் எழுதினார். என்னிடம் காட்டப்படும் கடனுறுதி சீட்டில் பிரதிவாதி வினோத்குமார் என் முன்னிலையில் தான் கையெழுத்து போட்டாரா என்றால் ஆமாம்."

On perusing the deposition of PW3 by way of cross examination once again the defendant side proved the plaintiff case and no contrary evidence is extracted by them. The PW3 particularly deposed that the date, time and presence of persons before whom the promissory note is executed and specifically he deposed that the defendant signed in the promissory note before the witnesses. On perusing the cross examination of PW1 to PW3 the witnesses clearly and strongly deposed that Rs.50,000/- borrowed by the defendant and promissory note was executed on 26.10.2019 at 12 P.M., and more particularly the Ex.A1 Promissory note signed by the defendant Vinothkumar. The defendant side failed to contradict the evidence of PW1 to PW3 in respect of execution of promissory note.

6.6. On defendant side for disproving the plaintiff case himself examined as DW1. In his chief examination he adduce that he never borrowed money from the plaintiff and not executed any promissory note

to the plaintiff and the alleged promissory note is a forged document. The DW1 cross examined by the plaintiff side on 01.04.2026 the relevant portion of his cross examination is extracted here below,

"வாதி தாக்கல் செய்துள்ள கடனுறுதி சீட்டை நான் கண்ணால் பார்த்துள்ளேன். எப்போது தாவா கடனுறுதி சீட்டை பார்த்தேன் என்றால் நான் பதிலுரை தாக்கல் செய்தபிறகு பார்த்தேன். நீதிமன்றத்தில் இருந்து பார்த்தேனா என்றால் இல்லை கடனுறுதி சீட்டின் நகலை எனது வழக்கறிஞர் காட்டினார் அதை பார்த்து அதில் உள்ள கையெழுத்து என்னுடையது அல்ல என தெரிந்துகொண்டேன்.

முதல் சாட்சியாக சண்முகம் கையெழுத்து போட்டிருந்தார் 2வது சாட்சியாக மா.விவேகாணந்தன் கையெழுத்து போட்டிருந்தார். 2வது சாட்சி கையெழுத்து தமிழா அல்லது ஆங்கிலமா என்றால் தமிழில் தான் உள்ளது. அந்த எழுத்துக்கள் தெரிகிறதா என்றால் மா மட்டும் தெரிகிறது மற்றவை தெரியவில்லை. 2வது சாட்சி கையெழுத்தை என்னால் யார் பெயர் என படித்து பார்த்து சொல்ல முடியுமா என்றால் முடியாது.

வழக்கு தாக்கல் செய்வதற்கு முன்பு எனக்கு ஒரு வழக்கறிஞர் அறிவிப்பு கொடுக்கப்பட்டது என்றால் சரிதான். 07.04.2021ல் அதை நான் வாங்கினைன் என்றால் முகவரி தவறாக இருந்தது செல்போன் எண் இருந்ததால் தபால்காரர் நீதிமன்றத்தில் இருந்து கடிதம் வந்துள்ளது என அழைத்து நான் வந்து வாங்கிக்கொண்டேன். எனது வழக்கறிஞர் என்ன பதில் அறிவிப்பு கொடுத்தார் என பார்த்தேனா என்றால் பார்த்தேன். அந்த பதிலில் என்ன போட்டிருந்தது என்றால் கையெழுத்து என்னுடையது அல்ல என்றும், முகவரி மாற்றி அனுப்பியதால் குழப்பம் அடைந்துவிட்டதாகவும் போட்டிருந்தது."

On perusing the deposition of DW1 he himself admitted that he seen the suit promissory note only after filing of the written statement and he came to know about that the signature in the promissory note is not belonging to him. But without seeing the promissory note the defendant filed written statement stating that the promissory note is a forged one and the defendant signature in the promissory note is forged one.

6.7. It is further submit that the DW1 in his cross examination initially he deposed that in the promissory note the Shanmugam(PW3) signed as a first witness and the Ma.Vivekanandan(PW2) signed as a second witness. Subsequently the defendant himself admitted that on perusing the Ex.A1 promissory note the name of the second witness is not clear and not readable but the defendant himself deposed that specifically, "2வது சாட்சியாக மா.விவேகானந்தன் கையெழுத்து போட்டிருந்தார்" the said deposition is clearly proving the facts in respect of execution of the promissory note by the defendant in the presence of the witnesses Shanmugam and Vivekanandan. Unless while the second witness signature is not in a readable manner the defendant himself specifically deposed that it is a signature of M.Vivekanandan. Through cross examination of DW1 side once again proved the execution of the promissory note by the defendant. It is further submit that even after receiving the legal notice dated 07.04.2021 no reply notice sent by the defendant by denying the allegations but in the cross examination the DW1 deposed that his advocate sent a reply notice and the defendant himself seen the reply notice. The above said evidence of DW1 clearly proved that the defendant adducing false evidence before the court of law. The DW1 examined for proving the written statement pleadings but in other hand he adduced contrary evidence in respect of the promissory note and reply notice and more particularly his evidence clearly revealed that the suit promissory note is executed by the defendant in the presence of PW2 and PW3. As submitted by the defendant counsel in the written arguments to plaintiff side proved the execution of the promissory note by the defendant.

6.8. On perusing the chief and cross examination of PW1 to PW3 and cross examination of DW1 the plaintiff side clearly proving the passing of consideration, execution of promissory note by the defendant in the presence of witnesses. While the plaintiff proved the execution of promissory note this court granted presumption under Section 118 of Negotiable Instrument Act infavour of the plaintiff. Hence this court decided that the promissory note dated 26.10.2019 is executed by the defendant infavour of the plaintiff for valid consideration. Accordingly this issue decided infavour of the plaintiff.

7. Issue No.2:- Whether the pronote has fabricated by forgery signature of the defendant in the suit promissory note ?

7.1. The defendant filed written statement on 16.02.2022 in his pleadings only he submitted that the pronote is a forged one and the defendant signature is forged by the plaintiff. But in contra at the time of cross examination the defendant himself submitted that he seen the alleged promissory note only after filing of the written statement. Hence without seeing the suit promissory note on presumption the defendant filed written statement by pleading that the promissory note is forged one and his signature also forged.

7.2. It is further submit that as already decided in the issue No.1 the plaintiff proved the execution of the promissory note. While the defendant pleaded that signature is forged then the burden of proof lies on the defendant as per Sections 101 – 103 of Indian Evidence Act, 1872. In this

case the defendant particularly pleaded that the plaintiff created the promissory note with the forgery signature of the defendant then the burden upon the defendant to prove that the promissory note is created by forging the signature of the defendant. In fact the defendant filed IA.02/2022 for sending the promissory note to forensic department for comparison but subsequently even the plaintiff filed counter on 22.02.2023 the defendant failed to proceed the application and themselves withdrawn the IA.02/2022 as not pressed on 20.03.2025. While the burden upon the defendant to prove his pleadings but the defendant himself failed to proceed to prove his pleadings in respect of forged signature. For that this court rely upon the judgment of Hon'ble High Court of Madras in ***P. Ramasamy v. K.Chinnammal*** 2011 MLJ (2) 832 the relevant portion in para 18 is extracted here below,

"18. A reading of the above judgments would show that it is not necessary in all the cases, the plaintiff is expected to send the disputed pronote for expert's opinion and when once the execution is denied by the respondent, the plaintiff is always liable to prove the same through tangible evidence. When the plaintiff proved her case through tangible evidence, the liability shifts to the defendant and after proving the case by the defendant through direct evidence, the liability once again shifts to the plaintiff."

It is further submit that in K.Chinnasamy Vs. Sivagamiammal reported in 2007 (4) CTC 122, the Hon'ble high court held that the burden is on the defendant to disprove the plaintiff's case by taking steps to send the suit promissory note to an handwriting expert. On considering the above judgments the Hon'ble High Court held that the burden upon the defendant to disprove the plaintiff case by sending the disputed pronote for expert opinion. But in this case the defendant failed to take steps to proceed to get expert opinion. While the defendant failed to proceed and

obtain expert opinion then this court draw adverse inference against the defendant under Section 114(g) of Indian Evidence Act, 1872.

7.3. It is further submit that has decided in the first issue the plaintiff proved the execution of the promissory note hence the burden shifts to the defendant to prove the alleged promissory note is created by forged the signature of the defendant. But in this case the defendant filed application for expert opinion but he himself subsequently not pressed the said application on that the defendant not succeeded in rebutting the presumption granted infavour of the plaintiff under Section 118 of the Negotiable Instrument Act. It is duty of the defendant to prove his case by taking all necessary steps to rebut the presumption. But in this case the defendant neglected to proceed the application to get the expert opinion. For the above said findings this court rely upon judgment passed by our Hon'ble High Court of Madras in ***S.Thangapandi vs S.Ganesan AS(MD).299/2021, (17.04. 2025)***

"20. In the instant case, the plaintiff has proves the execution of the promissory note. The burden shifts to the defendant to prove that the promissory note is invalid. The defendant has not brought any circumstances to rebut the legal presumption. It is pertinent to mention that although P.W.1 in his evidence deposed that he has no objection to send a promissory note Ex.A1 for expert opinion, the appellant/defendant did not take steps to proceed further to get expert aid in this regard with admitted signature during the relevant point of time. However, he has chosen to file an application before the trial Court to compare the signature found in the written statement and the vakalat, therefore, by mere denial of the signature, he had not succeeded in rebutting the legal presumption."

On considering the above judgment by mere denial of the signature through pleadings the defendant cannot prove the promissory note as

invalid. The defendant has to take necessary legal action to prove the forged signature. In this case the defendant failed to take and succeed in the steps to rebut the presumption.

7.4. At the time of argument the defendant counsel submitted that only for the purpose of speedy trial the defendant not pressed the IA.02/2022 but on perusing the available records on 22.07.2022 this court framed issues and on the next hearing itself the plaintiff commence the trial on 04.08.2022. But the defendant himself only to drag on the proceeding filed the IA.02/2022 without cross examining the PW1 till 20.03.2025. Hence the said argument in respect of withdrawal of IA.02/2022 is not sustainable. The defendant has to take effective steps to prove his case without finding defects. But in this case the defendant failed to proceed for obtain expert opinion. On that the defendant failed to prove that the pronote is fabricated by forgery signature of the defendant. Accordingly this issue is decided.

8. Issue No.3:- Whether the plaintiff is entitled for decree as prayed for ?

Since the issue No.1 decided infavour of the plaintiff he proved the execution of Ex.A1 promissory note by the defendant hence the plaintiff is entitled for decree as prayed. In the plaint the plaintiff claimed 24% future interest on considering the rate of interest it is huge. The plaintiff only entitled for reasonable interest. On that as per Section 34 of Code of Civil Procedure 1908 this court decided to grant onlya reasonable interest. Accordingly this issue is decided.

9. Issue No.4:- To what other relief plaintiff is entitled for ?

Since the issue No.1 and 3 decided infavour of the plaintiff on considering the nature of the suit the plaintiff was not entitled for any other relief.

10. Result :-

As a result this suit is decreed with cost as follows,

The defendant is ordered to pay a suit sum of Rs.74,888/- to the plaintiff together with the interest on the principal amount of Rs.50,000/- at 9% Per annum from the date of filing the suit till the date of decree and thereafter interest at 6% p.a. till the date of realization in full.

Dictated to Steno typist directly, typed by him in the desktop, corrected and pronounced by me in the open Court on this the 31st day of July 2026.

**District Munsif,
Gudiyattam.**

Plaintiff side Witnesses:-

PW1	Ekambaram
PW2	Vivekanandan
PW3	Sanmugam

Plaintiff side Exhibits :-

Ex.A1	26.10.2019	Original Promissory Note
Ex.A2	05.04.2021	Legal Notice issued by the plaintiff to the defendant
Ex.A3	07.04.2021	Acknowledgment Card

Defendant side witness:-

DW1	Vinothkumar
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Defendant side Exhibit:- Nil

**District Munsif,
Gudiyattam.**