

**Pulluru Vajramma Vs. More Agaiah**

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**Court :** Andhra Pradesh

**Decided On :** Sep-15-1978

**Reported in :** AIR1979AP2

**Judge :** A. Sambasiva Rao, C.J.

**Acts :** [Negotiable Instruments Act, 1881](#) - Sections 4

**Appeal No. :** Civil Revn. Petn No. 3992 of 1977

**Appellant :** Pulluru Vajramma

**Respondent :** More Agaiah

**Advocate for Pet/Ap. :** S. Jayashree Sarathy, Adv.

**Judgement :**

ORDER

1. Though the respondent has been served on 20th of May 1978, he has not appeared or has engaged any counsel.

2. This revision petition has been filed by the plaintiff objecting to the rejection by the trial Court of his request to mark document dated 5-12 -72 as a Promissory note. It appears that earlier, it was received only as a bond, but that does not detract from the right of the Court to treat any document before it in its proper perspective. Since the words 'or order' in the document, the lower Court,

purporting to follow, in the matter of Kuppusami Chettiar : AIR1955 Mad652 (FB) upheld the defendants contention and refused to receive the document as a Promissory note It should be remembered that it had already been received is evidence and forms part of the record. I do not think that the lower Court is right in refusing to recognise the document as a promissory note Section 4 of the Negotiable Instruments Act prescribes the following requirements for a promissory note:

(1) it must be a written document,

(2) the maker must have signed it.

(3) there must be an unconditional promise to pay and

(4) the promise must be to pay certain sum of money to a certain person, called the payee, or to his order. It is not the lower Court's objection that the other requirements are not satisfied in this case. Its only objection is based on the absence of the words 'or his order.' The document apparently satisfied all the requirements and the intention of the parties is clear from the recitals. when the intention of the parties is clear from the document and all the substantial ingredients of a promissory are present there shall not be any to treat it as promissory note simply because one expression is absent. That is the view taken by a Division Bench of this Court in P. Ramatu. Reddy v. K. Rukminiamma (1968) 1 Andh WR 221). The Madras High Court in Chokkalingam Chettiar v. Palaniappa Chettiar (AIR 1935 Mad 23 corresponding to ILFI 58 Mad

261) expressed a similar view The Full Bench decision on which the lower Court relied viz., In the matter of Kuppuswami Chettiar (supra) held that the mere omission of the expression 'to the order of would not affect the document in the least, if otherwise, it fulfills the definition of a Promissory note, and that actually, a promissory note need not contain that expression and that it is sufficient if there is unconditional undertaking to pay a certain sum of money to a certain person. These requirements are present in the document The lower Court misunderstood the decision of the full Bench of the Madras High Court.

3. In the result, the order of the lower Court is Set aside and it is directed to treat the document as a promissory note. Since the respondents are absent there will be no order as to costs.

4. Revision petition allowed.

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