

KABR320007242013



IN THE COURT OF ADDL CIVIL JUDGE & JMFC.,
DEVANAHALLI.

PRESENT :
SMT CHANDRIKA.K.T. BCA, LL.B.,
Addl. Civil Judge & JMFC.,
Devanahalli.

Dated : 17th day of March 2026

O.S.No.114/2013

Plaintiff : Sri. Ashwatha,
S/o Late Doddamuniyappa,
R/at: Lalgondanahalli village,
Kasaba Hobli,
Devanahalli Taluk.

[By Sri. R.V.N.S - Advocate]

-V/s-

Defendant: 1. Sri. Lorry Thammanna @
N. Thammanna,
S/o Late Narayanappa,
Aged about 77 years.

2. Sri. T. Srinivas,
S/o Lorry Thammanna @
N. Thammanna,
Aged about 30 years.

Both are R/at:
Chikkaballapura Road,
Vijayapura Town,
Devanahalli Taluk,
Bengaluru Rural District.

[Sri. L.K.R for D1 & D2]

| | | | |
|---|-------------------|--------|------|
| Date of institution of the suit | 08-02-2013 | | |
| Nature of the suit | Recovery of Money | | |
| Date of the commencement of recording of the evidence | 30-10-2014 | | |
| Date on which the judgment was pronounced | 17-03-2026 | | |
| Total duration | Years | Months | Days |
| | 13 | 01 | 09 |

(Chandrika.K.T)
Addl. Civil Judge & JMFC.,
Devanahalli.

J U D G M E N T

This is the suit filed by the plaintiff seeking for the relief of recovery of money from the defendants of Rs. 2,00,000/- with an interest @ 12% per annum.

2. Brief facts of the plaintiff's case are as under :-

Defendants being the absolute owners of the property bearing Sy. No. 56 of Channarayapatna village, Vijayapura

Hobli, Devanahalli Taluk measuring 9 guntas out of 5 acre 21 guntas, have entered into an sale agreement dated: 08-08-2008 with the plaintiff agreeing to sell the suit schedule property to an extent of 9 guntas in favour of the plaintiff for valuable consideration of Rs. 14,49,000/- (per gunta of Rs. 1,61,000/- and received Rs.2,00,000/- as an advance in cash in the same day and the defendants have acknowledged the same on the aforesaid agreement. The defendants have also agreed to execute sale deed in favour of the plaintiff after furnishing all the title deeds including the survey sketch required for the registration for the plaintiff, whenever the plaintiff called upon to do so. It is stated that though the defendants are fully aware that whenever the plaintiff demands, the defendants to complete their part of the contract on the aforesaid agreement. The defendant are avoiding to perform their part of contract for one or the other reasons and failed to produce the original title deed along with the survey sketch. It is stated that plaintiff recently learnt that inspite of the sale agreement in favour of the defendant, the defendants are trying to sell the suit schedule property in favour of the third parties only to deceive the plaintiff. It stated that the plaintiff was always ever ready and willing to perform his part of the contract as agreed. But the defendants by violating the terms of sale agreement dated: 08-08-008 till date have not furnished any documents, survey sketch for the purpose of registration of the sale deed. A panchayath was held at Vijayapura to settle the matter

amicably between the plaintiff and defendants wherein the panchayathdars have advised defendants to furnish all the documents including survey sketch for the purpose of registration. However, till date despite, the direction by the panchayathdars the defendants failed to do so. It is stated that thereafter plaintiff got issued legal notice his advocate dated: 20-08-2012 called upon them to comply the terms and conditions as agreed by the defendants on the aforesaid agreement. The said notice were served to defendant No. 1 and 2 which is returned as intimation delivered and it returned to counsel for the plaintiff.

3. Thereafter the defendants have given reply to the said noticed dated: 13-12-2012 through their counsel by denying the entire facts. It is stated that the defendants only with an intention to deceive the plaintiff has not complied with the terms of the agreement. Later when the plaintiff verified the revenue documents pertaining to the suit schedule property, he came to know that the revenue documents are standing in the name of one Venkatareddy. Later plaintiff learnt that one Keshavappa had filed a suit in O.S No. 270/2008 before the Civil Judge and JMFC, Devanahalli against this defendants and others. The said case was compromised on 06-10-2009 and in the said compromise, this defendants have given consent to relinquish all the right, title and interest over the suit schedule property in favour of one B.N Venkatareddy the defendant No. 1 in O.S No. 270/2008. In pursuance of such

compromise entered between the parties in said suit, the revenue entries pertaining to the suit schedule property has been transferred in to the name of B.N. Venkatareddy. Though the defendants having knowledge about the said facts, they intentionally got executed the agreement in favour of the plaintiff. Therefore in view of this circumstances the defendants are liable to pay advance amount received from the plaintiff with an interest. It is stated that the defendants are jointly and severally liable to return the advance amount received by the plaintiff for a sum of Rs. 2,00,000/- with an interest 12% per annum. It is stated that the plaintiff has requested the defendants to return the said amount on several occasions but they failed to return the same. Hence the plaintiff is constrained to file the present suit.

4. In pursuance of the summons issued to the defendants, the defendants appeared before this court through their counsel and they have filed the detailed written statement. Defendants in their written statement have specifically denied all the facts that are narrated in the plaint by the plaintiff and they putforth their case stating that they have not executed any sale agreement in favour of the plaintiff dated: 08-08-2008 and the same document is created by the plaintiff with the assistance of witnesses and stamp vendor to grab the valuable property. It is further stated that the suit schedule property were not in the name of these defendants as there are no title documents exists in

the name of the defendants. As such the defendants have not executed any sale agreement in favour of the plaintiff at any point of time. They have also not received any amount of Rs. 2,00,000/- as an advance consideration through a sale agreement. Hence they are not entitled to pay the plaintiff. They have also stated that the plaintiff have filed the present suit only to seek money from the defendant illegally. They have further stated that the present market value of the suit schedule property is more than Rs. 5,00,000/- per gunta but the plaintiff created the sale agreement for Rs. 1,61,000/- per gunta which clearly shows the dishonest intention of the plaintiff. Hence prays this court to dismiss the suit with cost.

5. For proper adjudication of the case, the following issues are framed by this court:

Issues

- 1. Whether the plaintiff proves that, the defendants have executed a sale agreement on 08-08-2008 in respect of suit schedule property for total consideration of Rs. 14,49,000/-?**
- 2. Whether the plaintiff further proves that he has paid a sum of Rs.2,00,000/- to the defendants as advance amount towards the sale agreement?**
- 3. Whether the plaintiff further proves that the defendants have failed to execute the sale deed in favour of plaintiff?**

4. Whether the plaintiff is entitled for recovery of Rs. 2,00,000/- from defendants?

5. Whether the plaintiff is further entitled for interest at the rate of 12% per annum?

6. What Order or Decree?

6. In order to prove the plaintiff's case, the plaintiff got examined himself as PW1 and got marked Ex.P1 to Ex.P12 documents. Further the witnesses to Ex.P1 sale agreement by name Ramachandrappa and Ambarish were also examined before this court as PW2 and PW3. Ex.P1 is the sale agreement dated: 08-08-2008. Ex.P2 is the notice, Ex.P3 to Ex.P5 are postal receipts, Ex.P6 is the postal cover, Ex.P6(a) is the notice present in the postal cover, Ex.P7 is the reply notice, Ex.P8 is the RTC, Ex.P9 is the mutation, Ex.P10 to Ex.P12 are the order sheet, plaint and the compromise petition in O.S No. 270/2008. Ex.P1 (b) and Ex.P1(c) are the signatures of the PW2 and PW3 in Ex.P1. The defendants have partly cross examined PW1. But despite of sufficient opportunities they have failed to appear before this court and to contest the matter by adducing the defence evidence and also by way of cross examining PW1 to PW3. They have also not adduced any oral or documentary evidence to defend their case. Therefore same was taken as nil and the case was proceeded further.

7. Heard arguments from the learned counsel for the plaintiff as there was no representation from the defendants arguments from the defendants was taken as nil.

8. In view of available materials before the court, the above issues are answered as follows:

Issue No.1 : In the Affirmative

Issue No.2 : In the Affirmative

Issue No.3 : In the Affirmative

Issue No.4 : In the Affirmative

Issue No.5 : In the Partly Affirmative

Issue No.6 : As per final order

for the following

:: R E A S O N S ::

9. **ISSUE NO. 1 AND 2:-** As these issues are interlinked and the reasons that are to be assigned are one and the same, hence in order to avoid repetition of facts, this issues are taken up together for common discussion.

10. The case of the plaintiff is that defendants being the owner of the suit schedule property have entered into sale agreement with the plaintiff to sell the suit schedule property in favour of the plaintiff for sale consideration of Rs. 14,49,000/- and towards the sale consideration they have received Rs. 2,00,000/- from the plaintiff as on the date of the agreement. Even after the plaintiff was ever ready and willing

to perform his part of the contract, the defendants have not complied with the terms of the agreement by furnishing the title documents and survey sketch pertaining to the suit schedule property to get it registered in favour of the plaintiff. Later the plaintiff came to know that the revenue entries pertaining to the suit schedule property are standing in the name of one B.N. Venkatareddy. Later plaintiff to came to know that one Keshavappa has filed a suit in O.S No. 270/2008 before the civil judge and JMFC at Devanahalli against this defendants and other defendants and the case was compromised on 06-10-2009. Through the compromise petition, the defendants had relinquished all their rights, title and interest over the suit schedule property in favour of one B.N Venkatareddy and thus the revenue entries are standing in the name of one B.N Venkatareddy. Therefore the plaintiff who has advanced Rs. 2,00,000/- in furtherance of the sale agreement as an advance sale agreement to the defendants is entitled to recover the same, as the defendants failed to execute the sale deed in favour of the plaintiff. Therefore he got issued notice to the defendants to execute the sale deed. Despite several demand from the plaintiff to return the advance amount, the defendants have failed to do so. As such he has filed present suit.

11. In order to prove this facts the plaintiff has examined himself as PW1 and got marked Ex.P1 to Ex.12 documents. PW1 was partly cross examined by the counsel for the

defendants. PW1 has reiterated the facts mentioned in the plaint in his chief examination affidavit. To this aspects PW1 was cross examined by the counsel for the defendant. In their cross examination PW1 has stated that before entering into the sale agreement, he has verified all the documents pertaining to the suit schedule property and also he has seen the genealogical tree of the defendants. But he does not know how the defendants have got the suit schedule properties. Except this facts, nothing much was brought on record by the defendants from PW1 to disbelieve the case of the plaintiff. Despite of sufficient opportunities they have not further cross examined PW1 and they have also not adduced any evidence. Therefore the oral testimony of the PW1 can be considered as the same was not rendered reliable by way of cross examination by the defendants.

12. Now coming to the documentary evidence, in order to show that the Ex.P1 is the agreement which was executed by the defendants in favour of the plaintiff, the plaintiff has furnished the original sale agreement dated: 08-08-2008. The averments in this document clearly indicates that in relation to a sale of suit schedule property bearing Sy. No. 56 measuring 9 guntas situated at Channasandra village of Vijayapura Hobli, Devanahalli Taluk, the defendants have agreed to sell the same for Rs. 1,61,000/- per gunta in favour of the plaintiff and they have also acknowledged the payment of Rs. 2,00,000/- as a advance sale consideration amount

from the plaintiff. They have also made thumb impression over the said document. Though the defendants have taken up a defence stating that Ex.P1 is the created document by the plaintiff with the aid of the witnesses and the document writer, but they have not produced any document to show as to how Ex.P1 has been falsely created. Further they have not specifically denied the thumb impression on Ex.P1 document. Such being the case, how did the plaintiff has obtained the thumb impression of defendants in this case on Ex.P1 is also not proved by the defendants. Therefore in the absence of the contra evidence on record, Ex.P1 said to have been proved. Therefore the same can be relied upon.

13. In order to prove execution of the Ex.P1 document, the plaintiff also examined witness to Ex.P1 by name Ramachandra and G. Ambarish as PW2 and PW3. Both of them in their chief examination have stated that the defendants have executed the sale agreement dated: 8-08-2008 in favour of the plaintiff pertaining to the transaction of sale of suit schedule property and defendants have also received the sale consideration amount of Rs. 2,00,000/- by way of cash in their presence and they have affixed their signature on Ex.P1 document. They have also identified their signature on the Ex.P1 document. As discussed above the defendants have not cross examined the oral testimony of PW2 and PW3 despite of sufficient opportunities. Therefore their oral testimony remained unchallenged. Therefore the

same relied upon. In view of the oral testimony of PW3 the execution of sale agreement dated: 08-08-2008 is proved before this court. Therefore with this document on record, the plaintiff have proved that the defendants have executed a sale agreement in favour of the plaintiff pertaining to the sale of suit schedule property and they have received advance amount of Rs. 2,00,000/- at the time of execution of the said document from the plaintiff. **Accordingly issue No. 1 and 2 is answered in the affirmative.**

14. **Issue No. 3 & 4:** As these issues are interlinked and the reasons that are to be assigned are one and the same, hence in order to avoid repetition of facts, these issues are taken up together for common discussion.

15. As per the case of the plaintiff the defendants despite sufficient opportunities and despite several demands, have failed to execute the sale deed in favour of the plaintiff as they failed to provide sufficient title document in favour of the plaintiff and the survey sketch as per the conditions mentioned in the Ex.P1 document. Therefore the plaintiff has issued legal notice to the defendants calling upon them to furnish the relevant document for the registration of the sale deed in pursuance of sale agreement Ex.P1. In order to substantiate the same, the plaintiff has got marked Ex.P2 the notice dated: 20-11-2012 to the defendants calling upon them to provide the necessary document and register the sale deed

in his favour pertaining to the suit schedule property. The notice has been served upon the defendants. The factum of the service of this notice to the defendants has been proved by the plaintiff by producing the document Ex.P3 to Ex.P5 postal receipt and postal cover and postal acknowledgment Ex.P6 containing the notice Ex.P6 (a) within it. The defendants have also admitted that they have received the notice from the plaintiff as such factum of issuance of the notice and the fact that defendants have replied to the said notice has been established through a document Ex.P7 dated: 13-12-2012. In the said notice the defendants have clearly denied the any transaction between the plaintiff and also the execution of Ex.P1 and receiving of Rs. 2,00,000/- advance sale consideration from the plaintiff. This documents clearly shows that the plaintiff was ever ready and willing to perform his part of contract and he was asking for the defendants to execute the sale deed in his favour by providing necessary documents and survey sketch. Despite of this demand, the defendants have failed to execute the sale deed in favour of the plaintiff pertaining to the suit schedule property. This factum clearly shows that the defendants were never intended to perform their part of the contract.

16. The contention urged by the plaintiff seeking for the recovery of money of Rs. 2,00,000/- by filing this suit for relief of recovery of money is that when the defendants failed to execute the sale deed and to perform their part of the

contract as per the terms of Ex.P1 document, the plaintiff came to know that the revenue documents pertaining to the suit schedule property is standing in the name of one B.N Venkatareddy and he later found that a suit has been filed by one N. Keshavappa in O.S No. 270/2008 before the Court of Civil Judge and JMFC against B.N Venkatareddy and the defendants herein and others. In that suit a compromise petition was filed between the parties therein in the said suit. Through that compromise petition the defendants herein have relinquished their right over the suit schedule property in favour of one B.N Venkatareddy and thus revenue documents pertaining to the suit schedule property are standing in the name of B.N. Venkatareddy as the suit was decreed in terms of the compromise petition. Therefore the plaintiff is now constrained to file the present suit seeking for the relief of recovery of the money from the defendants as they could not execute the sale deed anymore as the revenue documents are not standing in their name and through the compromise petition the defendants have relinquish their right over the suit schedule property. The only option to the plaintiff is to recover the amount that has been advanced to the defendants as advance sale consideration a sum of Rs. 2,00,000/-. Hence he has filed the present suit.

17. In order to establish these facts, the plaintiff has furnished document showing Ex.P10 to Ex.P12. Ex.P10 is the order sheet in O.S No. 270/2008 wherein a compromise

petition dated: 06-10-2009 has been accepted by the Hon'ble Court in that suit. Ex.P11 is the plaint in O.S No. 270/2008 which shows that one Keshavappa has filed the suit against B.N Venkatareddy and the defendants herein and others. Ex.P12 compromise petition filed in O.S No. 270/2008 as per the terms of the compromise petition the suit schedule property situated in Sy. No. 56 of Channasandra village of Vijayapura Hobli of Devanahalli Taluk has total extent of 5 acre 21 guntas and out of which 1 acre 10 guntas was the subject matter of the suit schedule property in O.S No. 270/2008. The said 1 acre 10 guntas has been allotted to B.N Venkatareddy and the defendants herein by name Thammanna and T. Srinivas S/o Thammanna have relinquished their right over the suit schedule property in favour of Venkatareddy. The said compromise petition has been accepted by the Hon'ble court. As such the revenue documents transferred into the name of Venkatareddy. This documents clearly establishes the fact that has been putforth by the plaintiff for the seeking of the relief of recovery of money from the defendants as the defendants could not execute the sale deed in favour of the plaintiff pertaining to the suit schedule property in pursuance of the agreement dated: 08-08-2008.

18. It is to be noticed that O.S No. 270/2008 was filed on 16-04-2008. Whereas Ex.P1 executed in favour of the plaintiff by the defendants on 08-08-2008 which is

subsequent to the institution of the suit O.S No. 270/2008. This implies that the defendants, fully aware of the facts that a suit has been initiated by one Keshavappa pertaining to the suit schedule property arraying them as a defendants, they have executed Ex.P1 sale agreement in favour of plaintiff with a promise to execute a sale deed in favour of the plaintiff after obtaining the survey document and they also received Rs. 2,00,000/- from the plaintiff. So this clearly indicates that the defendants knowing that they might not get a right, title or interest over the suit schedule property and the suit schedule property was the subject matter of the suit in O.S No. 270/2008, suppressing this facts, have executed a sale agreement with a promise to execute the sale deed in favour of the plaintiff as per Ex.P1 and received Rs. 2,00,000/- from the plaintiff. The compromise petition was filed before the court on 06-10-2009 and the same was accepted on 06-10-2009 before the Hon'ble Court. It is only after finding out that the revenue documents pertaining to suit schedule property are standing in the name of B.N Venkatareddy, the plaintiff has sought to refund the advance sale consideration amount of Rs. 2,00,000/- from the defendant. In order to prove the fact that the plaintiff had examined the revenue documents pertaining to the suit schedule property before entering into an agreement of sale dated: 08-08-2008, he has furnished Ex.P8 document which shows that in the year 2008-2009 the suit schedule property was standing in the name of defendant No. 2 herein and defendant name Thammanna's

name is also reflected to an extent of 14 guntas of land. This shows that during the year 2008-2009, when Ex.P1 was executed, the RTC reflects the name of defendants herein showing that they were owner in possession of the suit schedule property as their names reflected in coloumn No. 9 of RTC. Therefore the plaintiff has entered into an agreement with defendants as per Ex.P1 and the subsequent RTC of the year 2012-2013 reflects the name of Venkatareddy. The mutation register extract furnished which is marked as Ex.P9 shows that the suit schedule property in Sy. No. 56 to an extent of 18guntas has been changed into the name of Krishnamurthy and T. Srinivas who are the children of the sons of the defendant No. 1 herein. So this documents clearly shows the defendants being aware of the fact that they have not got exclusive right, title or interest over the suit schedule property and the property which they were intending to sell is the subject matter of the suit in O.S No. 270/2008, suppressing this facts, they have executed sale agreement in favour of the plaintiff and they have also received advance amount of Rs. 2,00,000/- from the plaintiff.

19. The plaintiff after issuing the notice asking the defendants to execute the sale deed in favour of plaintiff by furnishing the relevant revenue documents and survey sketch, the defendants have replied stating that they have not executed any sale agreement in favour of the plaintiff and they are not entitled to furnish any documents. On their

refusal plaintiff's came to know the revenue documents standing in the name of one B.N. Venkatareddy pertaining to subject matter and enquired about the same and got to know that a suit has been filed against the defendants by name one Keshavappa and wherein through a compromise petition in the said suit, the defendants have relinquished their right, title and interest over the suit schedule property in favour of one Venkatareddy. As it is the plaintiff came to know that he could not get the suit schedule property registered by way sale agreement in his favour, as the defendants have relinquished their right over the suit schedule property in favour of B. Venkatareddy and thus the plaintiff has no other remedy except to recover the advance amount paid to the defendants of Rs. 2,00,000/- at the time of execution of sale agreement to the defendants. Hence he has filed present suit. By adducing the documentary and oral evidence, plaintiff has established these are facts before the court. On the other hand defendants have continuously remained absent. Though they have restricted the plaint by filing of the written statement, but they have not entered into the witness box to prove their defence that has been stated in the written statement. Therefore at this stage when the defendants failed to prove their defence that they have urged in the written statement, an adverse inference has to be drawn against the defendants. Hence in view of the same the case of the plaintiff become acceptable one and the evidence led by the plaintiff is

to be considered. **Accordingly, Issue No. 3 & 4 are answered in the affirmative.**

20. **Issue No.5**:- The present suit is filed seeking for the recovery of the money of Rs. 2,00,000/- which the defendants have failed to pay the plaintiff that has been paid by plaintiff as advance sale consideration amount through a sale agreement dated: 08-08-2008. As defendants have failed to perform their part of the contract and as the suit schedule property does not stand in the name of defendants, it has become impossible for the defendants to execute the sale deed in favour of the plaintiff pertaining to the suit schedule property. Hence at this stage it is necessary for the plaintiff to recover the amount of Rs. 2,00,000/- that has been advanced by the plaintiff as a sale consideration. The question is with respect to the interest. The plaintiff has sought an interest of 12% per annum on Rs. 2,00,000/- which has been adjudged by this court in the present case. Whether the plaintiff is entitled to the relief of 12% interest is the question that needs to be answered. If so, from what period the interest to be calculated is the another point that the court needs to answer. In the present case the documents reveal that the suit is filed in the year 2013 and the document was executed on 08-08-2008 and Rs. 2,00,000/- was paid to the defendants on 08-08-2008. The plaintiff has issued notice to the defendants only on 20-11-2012 and the defendants have replied to the said notice putting forth their contention that

they have not executed the sale deed in favour of plaintiff dated: 13-12-2012. Hence the refusal to enforce the contractual terms by the defendants started on 13-12-2012. It is then the plaintiff has got the cause of action to recover the sale consideration amount that he has advanced to the defendants through an agreement dated: 08-08-2008. Therefore the interest has to be calculated not on the date of agreement but the date on which the refusal of the defendant came to be knowledge of the plaintiff. Hence in view of this reasons, the plaintiff is entitled to receive interest @ 12% per annum from 13-12-2012 till filing of the suit.

21. As the transaction in question is not a commercial transaction, in view of section 34 of CPC, the plaintiff is entitled to a interest of 6% per annum on the sum adjudged by this court from the date of suit till its realization. **Accordingly issue No. 5 is answered in the Partly Affirmative.**

22. **Point No.6:-** In view of the discussion and conclusion arrived on above issues, this court proceeds to pass following:

ORDER

The suit of the plaintiff is hereby decreed with cost.

The plaintiff is entitled to recover a sum of Rs. 2,00,000/- from the defendants with an interest @ 12% percent per annum from 13-12-2012 till the date of filing of the suit and at @ 6% percent per annum from the date of suit till its realization.

It is further directed that the defendants shall pay the loan amount with interest within 2 months from the date of this order. On failure, the plaintiff is at liberty to recover the same in accordance with law.

Office is directed to draw decree accordingly.

[Dictated to the Stenographer on line computer directly, corrected by me and then signed and pronounced in the Court this the 17th day of March 2026]

(Chandrika.K.T)
Addl. Civil Judge & JMFC.,
Devanahalli.

ANNEXURE

List of witnesses examined for plaintiff :-

- PW1 : Ashwatha
PW2 : M.D Ramachandrappa
PW3 : A.K. Ambarish

List of documents marked for plaintiff :-

- Ex.P1 :Sale agreement dated: 08-08-2008.
Ex.P2 :Notice,
Ex.P3 to Ex.P5:Postal receipts,
Ex.P6 :Postal cover,
Ex.P6(a) :Notice present in the postal cover,
Ex.P7 :Reply notice,
Ex.P8 :RTC,
Ex.P9 :Mutation,
Ex.P10 to Ex.P12:Order sheet, plaint and the compromise
petition in O.S No. 270/2008.
Ex.P1 (b) and Ex.P1(c):Signatures of the PW2 and PW3 in
Ex.P1.

List of witnesses examined for defendants :-

- NIL -

List of documents marked for Defendants :-

- NIL -

(Chandrika.K.T)
Addl. Civil Judge & JMFC.,
Devanahalli.

Order pronounced in open court vide separate

ORDER

The suit of the plaintiff is hereby decreed with cost.

The plaintiff is entitled to recover a sum of Rs. 2,00,000/- from the defendants with an interest @ 12% percent per annum from 13-12-2012 till the date of filing of the suit and at @

6% percent per annum from the date of suit till its realization.

It is further directed that the defendants shall pay the loan amount with interest within 2 months from the date of this order. On failure, the plaintiff is at liberty to recover the same in accordance with law.

Office is directed to draw decree accordingly.

(Chandrika.K.T)
Addl. Civil Judge & JMFC.,
Devanahalli.