

KACD020028952024



**IN THE COURT OF I ADDL. SENIOR CIVIL JUDGE &  
JMFC, AT CHITRADURGA.**

**Presided Over by Smt. CHAITRA, A.M  
B.Sc. LL.B**

**I Addl. Senior Civil Judge and JMFC.,  
Chitradurga.**

**Dated: 15<sup>th</sup> Day of April, 2026**

**O.S. No.225 /2024**

**Plaintiff: Smt. Shakunthamma,  
W/o Late Muniyappa,  
Aged about 70 years,  
Retd. Head Mistress &  
Agriculturist,  
R/o Chaduragolla Village,  
Bilichodu Hobli,  
Jagaluru Taluk,  
Davangere District.**

**Permanent resident of  
Alagavadi Village,  
Bharamasagara Hobli,  
Chitradurga Taluk & District.**

**( By Sri. G.B.T., Adv)**

**V/s**

**Defendants: 1. Sri Hanumanthappa,  
S/o Late Eshwarappa,  
Aged about 68 years,**

**2. Sri H. Prakash,  
S/o Hanumanthappa,  
Aged about 43 years,**

**3. Sri H. Anjinappa,  
S/o Hanumanthappa,  
Aged about 45 years,**

**All are agriculturist,  
R/o Pudukanahalli Village,  
Bharamasagara Hobli,  
Chitradurga Taluk & District.**

**( By Sri K.V.O., Adv.)**

|                                          |                                                                            |
|------------------------------------------|----------------------------------------------------------------------------|
| <b>Date of institution of suit</b>       | <b>29.08.2024</b>                                                          |
| <b>Nature of suit</b>                    | <b>Recovery of Money</b>                                                   |
| <b>Date of recording evidence</b>        | <b>25.06.2025</b>                                                          |
| <b>Date of pronouncement of Judgment</b> | <b>15.04.2026</b>                                                          |
| <b>Total duration</b>                    | <b>Year/s    Month/s    Day/s</b><br><b>01            07            16</b> |

**I Addl. Senior Civil Judge,  
Chitradurga.**

### **J U D G M E N T**

The plaintiff has filed this suit seeking for a relief of recovery of amount of Rs.10,61,000/- together with future interest, court costs and such other reliefs.

2. **The brief facts of the plaintiff's case:-**

It is specific case made out by the plaintiff that, the plaintiff and defendants are known to each other. The defendants were in need of funds for their legal necessities ie., to purchase the agricultural land and for other necessities and as such approached the plaintiff on 01.04.2023 and requested to give the amount of Rs.8,00,000/- and the plaintiff had given the amount of Rs.8,00,000/- on the same day and even the defendants agreed to pay interest on the said amount at the rate of 2% p.m. On 01.04.2023 itself the defendants were supposed to execute the on demand pronote but the defendants could not get the stamp paper / bond papers to execute the On demand promissory note, therefore the defendants have executed the on demand promissory note on 17.05.2023 in the stamp paper of Rs.500/- agreeing to repay the interest at the rate of 2%p.m, in the presence of witnesses. Further the defendants also agreed to pay the said amount with interest at the rate of 2% p.m, whenever demanded. As the plaintiff has approached the defendants for several times and demanded to repay the amount with interest, but the defendants have postponed the same for one or other reasons. Therefore the plaintiff by suspecting the conduct of the defendants got issued legal notice to the defendants on 02.08.2024, but the defendants have refused to take the legal notice and as such the defendants have personally approached the plaintiff and undertake to pay the amount within a period of 7 days but the

defendants did not pay the amount under promissory note either towards principal or interest. As the defendants borrowed the amount and executed necessary documents, but did not repay the amount inspite of repeated requests, demand and legal notice, being left with no other alternative, the plaintiff has approached the court seeking for the relief of recovery of money of Rs.10,61,000/- towards principal, interest and legal notice charges. On these allegations the plaintiff has filed this suit.

3. On the other hand the defendants have filed written statement denying the allegations made in the plaint, but taken a specific contention that, the plaintiff and defendants are not residents of same Village and as such no money transaction had taken place between them. The plaintiff has never resided in Halagawadi Village after marriage. The plaintiff being a teacher use to reside in different Villages and now the plaintiff is permanently residing at Chadaragolla Village, Bilichodu Hobli, Jagaluru Taluk. The defendants do not know the plaintiff and no money transaction had taken place between the plaintiff and defendants. The defendants are permanent resident of Kudakalahalli Village, Bharamasagara Hobali, Chitradurga Taluk and they never resided at Halagavadi Village and the defendants are financially good as they are having 8 acres arecanut garden and as such they are not having any financial problems. Thus, the defendants use to get Rs.25,00,000/- per year from the said arecanut garden

and as such the question of borrowing the loan from the plaintiff do not arise and as such the defendants have not borrowed any kind of loan from the plaintiff. There is no pleading regarding the recitals of promissory note by the defendant No. 3, inspite of it, by doing forgery signature of defendant No. 3, the suit document is created and made the parties unnecessary who are not related to this case. On 05.04.2018 the defendants have executed the sale agreement in favour of daughter of plaintiff by name Preethi with respect to the agricultural land bearing Sy. No. 11/2 measuring 3 acres 26 guntas for sale consideration of Rs.10,50,000/- and received Rs.9,45,000/-. Further, the defendants have even canceled the said sale agreement and even given entire sale consideration amount to Preethi by obtaining shara and taken back sale agreement. At that time, the Preethi had obtained some documents from the defendants wherein the defendants have put their signatures in the blank stamp papers and as such without returning the said blank papers inspite of request done by the defendants the Preethi had kept some of the documents with her and on the basis of said documents Preethi had filed this suit through her mother in order to give trouble to defendants with malafide intention. There is no proper information regarding the parties in the promissory note and even it is not mentioned as to where the transaction and in which village the transaction had taken place and by making false valuation, created the suit. Thus this court is not having

jurisdiction to try the suit. On these contentions, sought for dismissal of the suit.

4. On the basis of the pleadings, the court has framed the following issues :-

**Issue No.1:- Whether the plaintiff proves that the defendants have borrowed a sum of Rs.8,00,000/- from the plaintiff on 01.04.2023 for their legal necessities i.e., to purchase the agricultural land and for other necessities agreeing to repay the loan with interest at 2% pm., and executed an on demand promissory note in favour of the plaintiff?**

**Issue No.2:- Whether the plaintiff further proves that, the defendants are due to a sum of Rs.10,61,000/- to the plaintiff?**

**Issue No.3:- Whether the defendants prove that the plaintiff has created the document by forging the signature of defendant No.3 in spite of not having the recitals about the defendant No.3 in the said pronote as contended in their written statement?**

**Issue No.4:- Whether the defendants further prove that the daughter of plaintiff obtained the blank signed documents from the defendants as contended in their written statement?**

**Issue No.5:- Whether the plaintiff is entitled for the relief sought for in the plaint ?**

**Issue No.6:- What order or decree ?**

5. The plaintiff in order to prove her case examined herself as PW-1 and got marked five documents at Ex.P-1 to 5 and also examined two

witnesses as PW-2 and 3 and closed her side evidence. The defendants did not adduce evidence, inspite of sufficient opportunity, therefore the evidence of defendants side is taken as nil as per order dated 27.02.2026.

6. Heard arguments for plaintiff. The defendants did not submit their arguments. The court has given opportunity to submit written arguments inspite of it also the defendants have not filed written argument.

7. My findings to the above issues are as under:

**Issue No. 1 : In the Affirmative,**

**Issue No. 2 : In the Affirmative**

**Issue No. 3 : In the Negative,**

**Issue No. 4 : In the Negative,**

**Issue No. 5 : In the Partly Affirmative,**

**Issue No. 6 : As per final order for the following,**

### **REASONS**

8. **Issue No.1:-** The plaintiff in order to prove her case examined herself as PW-1. The P.W.1 has filed her evidence affidavit by reiterating the entire plaint averments. The PW-1 in order to prove her case by way of documentary evidence produced Ex.P.1 to 5. The Ex.P-1 is the Promissory Note dated 17.05.2023, Ex.P-2 is the Legal Notice dated 02.08.2024, Ex.P-3 to

5 are the Postal Envelop Covers and Ex.P-3(a) to 5(a) are the Copy of the Legal notices dated 02.08.2024.

9. The counsel for the plaintiff has argued that the defendants have borrowed an amount of Rs.8,00,000/- from the plaintiff for the purpose of their legal necessity and to purchase the agricultural land agreeing to repay the same with interest at the rate of 2% pm., On perusal of Ex.P-1 Promissory Note it goes to show that the defendants have borrowed the amount of Rs.8,00,000/- from the plaintiff and executed the Promissory Note. Further in Ex.P-1 the signatures of witnesses is found. As the Ex.P-1 is a promissory note, which was executed by the defendants it goes to show that the defendants have borrowed the money from the plaintiff and for the purpose of discharge of the said loan amount, for the security of the said amount, they have executed a promissory note. Further, the nature of the document is a promissory note under these circumstances, no person will execute the document without any reason or liability. The amount mentioned in Ex.P-1 is not a small amount, but a huge amount. Therefore, generally whenever the promissory note was executed it is presumed that, the same is executed for enforcing legal debt. Otherwise no person will execute the

documents. Therefore, in view of the Ex.P-1 it goes to show that the defendants have borrowed an amount of Rs.8,00,000/- from the plaintiff and executed the promissory note agreeing to repay the same with interest at the rate of 2% p.m.

10. Further, the plaintiff even in order to prove her case by way of oral evidence examined the PW-2 and 3. The PW-2 and 3 have stated that they have signed to the Ex.P-1 and even identified their signatures on Ex.P-1 as Ex.P-1(d) and 1(e). The PW-2 is cross examined wherein he has stated that on 01.04.2023 the plaintiff and defendants came to his house and on 01.04.2023 the promissory note was not executed but the said promissory note was executed on another day, but the amount was given on 01.04.2023 itself. The PW-2 has stated that due to acquaintance between the plaintiff and defendants and as the defendants were in need of funds, they have borrowed the amount on 01.04.2023 even though on the same day the document was not executed. The PW-2 has denied that he is not having the complete information about the promissory note. The PW-2 has stated that the Ex.P-1 was prepared at 1.30 and the defendants have only got prepared the document. These are all the answers given by the PW-2. The evidence of PW-2

goes to show that he had signed to the Ex.P-1 and he can say the particulars of Ex.P-1 and Ex. P-1 is a document which had taken place between plaintiff and defendants with respect to money transaction and the amount was given on one day and document was prepared on another day because the defendants were in need of money and as such the plaintiff had given the money, then later obtained the promissory note. Thus the PW-2 is aware of the loan transaction which had taken place between the plaintiff and defendants. No doubt the defendants have denied about borrowing of money but no such admissions are taken from the mouth of PW-2 to believe their contentions. Therefore, the contention of the defendants is not possible to accept.

11. The PW-3 is also cross examined wherein the PW-3 has stated that he knows the contents of Ex.P-1 promissory note and he knows the defendants. The PW-3 has stated that the plaintiff is not having property at Halagawadi Village. He has stated that the plaintiff was working as a Teacher at Halagawadi, he has stated that the request was made to him on 01.04.2023 by the defendants to put his signature to Ex.P-1, the amount was given to the defendants on 01.04.2023 and the document was executed on

17.05.2023. The amount was given in the house of plaintiff. The question was put generally if the transaction is more than Rs.1,00,000/-, then the amount must be pay by way of cheque or D.D. to which he has stated that, the plaintiff was having cash therefore the said cash was given to the defendants. These are all the answers given by the PW-3. The evidence of PW-3 goes to show that he has also signed to the Ex.P-1 promissory note as per Ex.P-1(d) and the amount was given on 01.04.2023 even though the document was executed on 17.05.2023 and the amount was given in the house of plaintiff as the plaintiff was having cash with her. The evidence of PW-3 goes to show that, he is also aware of the loan transaction between the plaintiff and defendants and he is also a witness to the said transaction. Further the defendants even though denied the case of the plaintiff, but in order to disprove Ex.P-1 did not taken any admission from the mouth of PW-3. Therefore the evidence of PW-3 is helpful to the case of plaintiff rather than the defendants.

12. Thus, in view of oral and documentary evidence produced by the plaintiff, it clearly goes to show that the defendants have executed promissory note in favour of plaintiff by borrowing Rs.8,00,000/-

from the plaintiff agreeing to repay the same with interest at the rate of 2% p.m, and as such the plaintiff has proved this issue and I answer this issue No. 1 in the **Affirmative**.

13. **Issue No 2:-** The counsel for the plaintiff has argued that the defendants are due to a sum of Rs.10,61,000/-. But this fact is not admitted by the defendants. In view of discussion made on issue No. 1 the plaintiff has proved that the defendants have borrowed an amount of Rs.8,00,000/-from her. As the defendants have borrowed the amount from the plaintiff, by executing Ex.P-1 promissory note, and as the defendants have not produced any documents to show that the amount borrowed under Ex.P-1 is repaid, under these circumstances, no hurdle to accept the calculation made by the plaintiff in the plaint and as such in view of calculation made in plaint para-5 is taken into consideration and as such the plaintiff has proved that the defendants are due an amount of Rs.10,61,000/- and in view of above discussion I answer issue No. 2 in the **Affirmative**.

14. **Issue No. 3 and 4:-** The defendants have taken a contention that, the plaintiff has created the signature of defendant No. 3 inspite of not having recitals about the defendant No. 3 in the said pronote

and the daughter of plaintiff had obtained blank signed documents from the defendants. No doubt the defendants have taken these contentions, but in order to accept their contention at the first instance the defendants did not come forward to enter into witness box to plead their defence. Under these circumstances, the contention of defendants is not possible to accept because the defendants have not furnished any cogent oral or documentary evidence to prove their contentions. In case as per the defendants if the suit document is created and if the daughter of plaintiff had obtained the blank signed document, Under these circumstances, the defendants ought to have taken any steps like ought to have got issued complaint against the plaintiff and her daughter for creating the document, but this is not done by he defendants. Further if the suit document is created then the defendants ought to have opinion of the FSL to know as to whether the signature of defendant No. 3 is created by the plaintiff or not. This is also not done by the defendants. Further after filing this case the defendants did not come forward to adduce oral evidence and even did not produce documentary evidence to prove their case. Under these circumstances, the defendants have not proved their case and as such the defendants have failed to prove

their case and as such mere filing written statement is not sufficient the same must be proved through cogent oral or documentary evidence but the same is not proved by the defendants. Thus the contention of defendants is not possible to accept and as such I answer this issue No.3 and 4 in the **Negative**.

15. **Issue No.5:-** The plaintiff has sought for a relief of recovery of amount of Rs.10,61,000/- along with future interest. In view of discussion made on above issues, the plaintiff has proved that the defendants have borrowed the amount. As the defendants have borrowed the amount and did not pay the amount and as the defendants inspite of executing the document, did not pay the amount, the defendants are liable to pay the amount of Rs.10,61,000/- towards principle and interest till filing of the suit as claimed in the plaint.

16. The counsel for the plaintiff has also argued to grant the interest at the rate of 2% p.m,. As per Sec.34 of C.P.C. the court can award agreed rate of interest only if the transaction is made for commercial purpose. The amount borrowed by the defendants is for the purpose of their legal necessities to purchase the agricultural land and for other necessities. As the amount was borrowed for the purpose of legal and

domestic necessities and as the promissory note was executed in favour of plaintiff and as the defendants have utilized the amount to his family and domestic necessities and as the promissory note was executed for discharging liability, under these circumstances the interest is awarded at the rate of 6% p.a and as such the defendants are liable to pay the interest from the date of filing the suit till its realization to the plaintiff. Thus, in view of above discussion, I answer this issue No.5 in **Partly Affirmative**.

17. **Issue No.6:-** In view of above discussion, I proceed to pass the following;

**:-O R D E R:-**

**The suit of the plaintiff is hereby decreed with costs.**

**The plaintiff is entitle to recover the suit claim of Rs.10,61,000/- together with interest at the rate of 6% p.a., on Rs.8,00,000/- from the date of suit till the date of realization of entire amount.**

**Draw decree accordingly.**

(Dictated to the Stenographer, typed by him directly on the computer, script corrected, signed and then pronounced by me in the Open Court on this the 15<sup>th</sup> of April 2026).

**(Chaitra A.M)  
I Addl. Senior Civil Judge,  
Chitradurga.**

**ANNEXURES****List of witnesses examined on behalf of the plaintiff:-**

PW-1 : Smt. Shakunthamma,  
PW-2 : Sri C.N. Narappa,  
PW-3 : Sri H.G. Ekanthappa.

**List of the documents marked on behalf of the plaintiff:-**

Ex.P.1 : Promissory Note,  
Ex.P.2 : Legal Notice Dtd:02.08.2024,  
Ex.P.3 to 5 : RPAD Covers,  
Ex.P.3(a) to 5(a) : Notice Copies.

**List of witnesses examined on behalf of the defendants:-**

NIL.

**List of the documents marked on behalf of the defendants:-**

NIL.

I Addl. Senior Civil Judge,  
Chitradurga.