

KACM200000982021



**IN THE COURT OF SENIOR CIVIL JUDGE
AT: KADUR.**

DATED THIS THE 12th DAY OF JUNE, 2026.

Present :SRI.IRFAN

B.A., LL.B.

Senior Civil Judge & JMFC,
Kadur,
Chikkamagaluru District.

R.A.No.6/2021

APPELLANT:

Sri. H.O. Prakash,
S/o Onkarappa,
Aged about 51 years,
Agriculturist,
R/o Hogarehally Village & Post,
Birur Hobli, Kadur Taluk,
Chikkamagaluru District.

(By: Sri N. Shekhar, Advocate)

V/s

RESPONDENT :

Smt. Indiramma,
W/o late B.N. Chandrappa,
Aged about 69 years,
House-wife,



R/o Margada Camp,
Birur Town at Post,
Kadur Taluk,
Chikkamagaluru District.

[By: Sri. S.N. Girish, Advocate]

Date and nature of the decree or order appealed against:	Judgment and decree in O.S. No.47/2015, dated 21.09.2020 passed by the learned 3 rd Addl. Civil Judge and JMFC, Kadur.		
Date of institution of the appeal	: 01.02.2021.		
Date on which the judgment was pronounced	: 12.06.2026.		
Duration of the appeal:	Year/s 05	Month/s 04	Day/s 11

[IRFAN]
Senior Civil judge,
Kadur.

/ J U D G M E N T /

The defendant in O.S.No.47/2015 has filed this appeal under Order XLI Rule 1 R/w Section 96 of Code of Civil Procedure challenging the



judgment and decree passed by the learned 3rd Addl. Civil Judge and JMFC, Kadur, dated 21.09.2020 decreeing the suit filed by the plaintiff for the relief of recovery of money.

2. The respondent herein is the wife of plaintiff - B.N. Chandrappa before the trial Court. For the sake of convenience, parties to this appeal are hereinafter referred as per their rankings mentioned before the trial court.

3. It is apt to verify the pleadings and the conclusion arrived at by the trial court in the original proceedings. The plaintiff has instituted the original suit seeking for the relief of recovery of money. As per his contentions, the defendant for his legal necessity has borrowed a sum of Rs.1,00,000/- by agreeing to repay the same together with 1.5% interest per annum and executed an on demand promissory note with



consideration receipt on the same date. The defendant has agreed to repay the same whenever demanded by the plaintiff. In spite of repeated requests and demands made by the plaintiff, the defendant has neither paid principal amount nor interest to that effect. Hence, the original suit.

4. In response to the suit summons, the defendant appeared through his counsel before the trial court and filed written-statement.

5. The case of the defendant is as follows:-

The defendant has totally denied any such transactions as contended in the plaint. The defendant though admits that the plaintiff is well known to him, but denies about the execution any on demand promissory note in favour of plaintiff as contended in the plaint. It is his



specific case that the plaintiff – B.N. Chandrappa was doing the Areca Cheni business in the name of his wife Smt. Indramma (respondent). Smt. Indramma had approached the defendant to give areca nut crops grown in the property belonging to the defendant in Sy.No.32/p measuring 1-20 acres situated at Balliganuru village, Birur hobli, Kadur Taluk. In consideration of the requests, Smt. Indramma and defendant have entered into a cheni agreement on 27.01.2014 for a sum of Rs.2,05,000/- and the plaintiff was permitted to harvest the areca yield in the said property for the year 2014-15. With regard to the cheni agreement, the defendant has received a sum of Rs.1,25,000/- on 27.01.2014 and a sum of Rs.80,000/- on 25.10.2014 totally amounting to Rs.2,05,000/-. At the time of entering the aforesaid agreement, the plaintiff has obtained



signatures of the defendant on blank promissory note in order to keep the same towards security of the Cheni amount. The defendant has affixed his signature on the on demand promissory note and consideration receipt by believing the plaintiff. It was agreed to return the aforesaid on demand promissory note after closure of cheni period. The term of cheni agreement came to an end in the year 2015 itself and thereafter there are no transactions between the plaintiff, his wife Smt. Indramma and defendant. After the same, the defendant has demanded the plaintiff and his wife to return the signed promissory note, but the same was dodged by the plaintiff and his wife Smt. Indramma. During the year 2016-17, the plaintiff approached the defendant to enter into Cheni agreement, but when the defendant refused for the same, the plaintiff being enragred and by playing fraud had



misused the signed promissory note and filed this false suit. Accordingly, sought to dismiss the suit.

6 Based on these pleadings of the parties, the trial court has framed the following Issues:-

1. Whether the plaintiff proves that, the defendant borrowed loan of Rs.1,00,000/- on 15/10/2013 at the rate of interest 1.50% per month?
2. Whether the defendant proves that the plaintiff obtained the signature of blank promissory note as contended in para 6 of written statement?
3. Whether the plaintiff is entitled for relief as prayed for?
4. What order or decree?



7. To prove the aforesaid issues before the trial Court, the wife of the plaintiff got herself examined as PW-1 and got marked a document as Ex.P-1 and closed her side. On the contrary, the defendant got himself examined as DW-1 and got marked a document as Ex.D-1 and closed his side. During the pendency of the suit, the original plaintiff – B.N. Chandrappa reported to be dead, hence his wife brought on record.

8. After hearing the arguments of the learned counsel for plaintiff's side, on the basis of the materials available before it, the trial court has passed the judgment and decree on 21.09.2020 decreeing the suit of plaintiff.

9. Aggrieved by the said Judgment and decree passed by the trial Court, the appellant / defendant has preferred this appeal on the following grounds;



The judgment and decree of the trial court is illegal, erroneous and opposed to the facts and circumstances of the case. The trial court erred in appreciating the oral and documentary evidence of the appellant and respondent. The judgment and decree passed by the trial court is erroneous and opposed to law and principles of equity and natural justice. The trial court erred in holding the reasons on issues framed by the trial court. The respondent has not proved the issues. The trial court has failed to appreciate the oral and documentary evidence adduced on behalf of the appellant and respondent. The trial court had given wrong reasons. The findings of the trial court is erroneous to the facts and probabilities of the case.



Hence, prayed to set aside the impugned judgment and decree of the trial court by allowing the appeal.

10. After registration of appeal, the notice was issued to the respondent / plaintiff, she appeared through her counsel.

11. The trial Court records are secured.

12. Sri. N.S., Advocate addressed arguments on behalf of the appellant / defendant based on the grounds urged in the memorandum of appeal and whereas Sri. SNG Advocate for respondent / plaintiff filed notes of arguments and also filed a citation reported in AIR 2008 SC 2898 between Mallavarapu Kasivisweswara Rao V/s Thadikonda Ramulu Firm and others)



13. With the backdrop of arguments canvassed and after reference to the pleadings, oral and documentary evidence, the following points arise for determination.

1. Whether the impugned judgment and decree of the trial Court needs the interference of this Court?

2. What order?

14. Answers to the above points are as follows;

Point No.1 : In the Negative;

Point No.2 : As per final order,

for the following:

REASONS

15. **Point No.1:** The original suit is one for the relief of recovery of money. The original suit was initially filed by plaintiff – B.N. Chandrappa and after his demise, his wife Smt.



Indramma came on record. It is the contention of the plaintiff that on 15.10.2013, the defendant has borrowed a sum of Rs.1,00,000/- for his legal necessity and executed an on demand promissory note and consideration receipt by agreeing to repay the same together with 1.50% interest per annum, whenever demanded by the plaintiff. The legal heir of the plaintiff i.e., Smt. Indramma in order to substantiate her contentions got herself examined as PW-1 and produced the promissory note under Ex.P-1. She has also identified the signature of the defendant on the said instrument. On a specific reference to the said document, it appears that the same contains the recitals regarding execution of on demand promissory note and also passing of consideration. It is essential to note that the defendant in his written statement itself specifically admitted that the document marked



under Ex.P-1 contains his signature and it is his specific case that the said document was not executed towards loan transaction, but it was issued towards security for payment of Cheni amount under the agreement dated 27.01.2014. In view of specific admission about the execution of the aforesaid document by the defendant, statutory presumption is available in favour of plaintiff U/S 118 of Negotiable Instruments Act and it is for the defendant to rebut the same to demonstrate that the aforesaid document in question was in-fact executed towards security for transactions under the Cheni agreement referred above.

16. To substantiate his contentions, the defendant has produced the alleged Cheni agreement under Ex.D-1 and upon a meticulous reference to the aforesaid document and also in consideration of cross-examination of DW-1, it is



apparent that the said alleged Cheni agreement does not contain the signature of Smt. Indramma, who is admittedly a party to the said transactions. The defendant also admits in his evidence that there are no recitals whatsoever under the said agreement, which demonstrates that it has been agreed by both the parties to give an on demand promissory note signed by the defendant to the plaintiff towards security of amount paid on Cheni agreement. Further, he has also not examined any of the attesting witnesses of the Cheni agreement under Ex.D-1 to prove the aforesaid aspect. In consideration of the discussions held above, it has to be held that the defendant has utterly failed to rebut the statutory presumption available in favour of plaintiff – B.N. Chandrappa.

17. It is also argued by the learned counsel for the appellant that the plaintiff has not issued



any demand notice and therefore, he is not entitled for any relief under the suit. Section 98(f) of Negotiable Instrument Act specifically provides about no necessity of notice in case of promissory note, which is not negotiable. Therefore, there is no force in the arguments canvassed by the counsel for plaintiff.

18. On a meticulous reference to the findings recorded by the trial court, it is apparent that it has given anxious reference to all the materials placed before it with reference to the provisions under Negotiable Instruments Act and had rightly decreed the suit, which does not warrant for interference in any respect on the grounds urged in the appeal memorandum. Accordingly, **the point No.1 under consideration is answered in the Negative.**



19. **POINT No.2** : In view of the discussions in foregoing points, the following;

ORDER

Appeal is dismissed.

The judgment and decree
of 3rd Addl. Civil Judge and
JMFC, Kadur in
O.S.No.47/2015, dated
21.09.2020 is confirmed.

Draw decree accordingly.

Send back the TCR to the
trial Court along with a copy of
this judgment forthwith for
information.

(Dictated to the Stenographer directly on computer, typed by him, printout taken, correct and then pronounced by me in the open court today this the 12th day of June - 2026).

[IRFAN]
Senior Civil judge,
Kadur.

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