

KACM200001602024



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

Dated this the 17<sup>th</sup> day of March – 2026.

**Present :SRI.IRFAN**

*B.A., LL.B.*

Senior Civil Judge & JMFC,

**Kadur,**

Chikkamagaluru District.

**Original Suit No.38/2024**

**PLAINTIFF** : Sri. Channakeshava Investments,  
Ballary Camp, Birur Town,  
Kadur Taluk, Represented by  
its Proprietor - Sri. K. Vasudeva,  
S/o Late Kempaiah,  
Aged about 59 years,  
R/o Ballary Camp,  
Birur Town, Kadur Taluk,  
Chikkamagaluru District.

(By: Sri. B. Raju, Advocate)

-V/s-

**DEFENDANT** : Smt. Mala Y.S.,  
W/o Krishna H.V.,



Aged about 43 years,  
Owner of the Maruthi  
Provision Stores,  
R/o Om Shakthi Temple  
Road, Sanjeevini Nagara,  
3<sup>rd</sup> Stage, Yagganahalli,  
Bengaluru – 560 091.

(Exparte)

Date of Institution of the Suit:	02.03.2024.
Nature of the suit :	Recovery of money
Date of commencement of recording of the evidence :	14.02.2025.
Date on which the Judgment was pronounce :	17.03.2026.
Total Duration	Years Months Days 02 00 15

Sd/-  
(IRFAN)  
Senior Civil Judge,  
Kadur.

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

This suit is filed by the plaintiff against the defendant for recovery of money of a sum of Rs.8,10,000/- with court costs, current and



future interest at the rate of 16% per annum, from the date of suit till the realization of the amount.

2. The case of the plaintiff is as follows;

The plaintiff is a proprietorship concern, dealing in money lending business at Birur Town, Kadur Taluk having valid money lending business.

The plaintiff and the defendant are known to each other. The defendant has approached the plaintiff for improvement of the Business and also clearance of house loan and had availed a loan for a sum of Rs. 6,00,000/- from the plaintiff on 25.11.2021 and agreeing to repay the same together with interest at the rate of 16.00% per annum and in this regard, the defendant has executed an on demand promissory note and consideration receipt in favour of plaintiff. The defendant has also agreed to repay the said amount with interest, whenever demanded by the



plaintiff. In spite of repeated requests and demands made by the plaintiff and even after service of legal notice dated 15.11.2023, the defendant has not paid the principal amount with interest in favour of plaintiff. Hence, the plaintiff has filed this suit.

3. After due service of summons to the defendant, she did not appear before this court, hence she was placed *exparte*.

4. To establish his case, the plaintiff got examined himself as PW-1 and got marked 07 documents as Ex.P-1 to 7 and closed his side.

5. Heard Sri.BR for plaintiff and perused the case records.

6. On the basis of the aforesaid pleadings of the parties, the following points arise for consideration;



1. Whether the plaintiff proves that the defendant is due to a sum of Rs.6,00,000/- together with accrued interest as on the date of suit?
2. Whether the plaintiff is entitled for the relief as claimed?
3. What Order or Decree?

7. Answers to the above Issues are as under:

Point No.1 : In the Affirmative;

Point No.2 : Partly in the Affirmative;

Point No.3 : As per final order,  
for the following;

### **REASONS**

8. **POINTS No.1 and 2**:- Both issues are taken together for common discussion to avoid repetition of facts.



In order to substantiate the case of the plaintiff, the plaintiff has examined as PW-1 and filed affidavit in lieu of his examination-in-chief and reiterated the plaint averments. In support of his contention he has produced Ex.P-1 to 7. Ex.P-1 is the Pronote, Ex.P-2 is the Consideration receipt, Ex.P-3 is the Loan conditions statement, Ex.P-4 is the Copy of Legal Notice, Ex.P-5 is the Postal Acknowledgment, Ex.P-6 and 7 are the Copies of Money Lending business licence.

9. It is the evidence of PW-1 that the defendant has approached him for financial assistance for improvement of the Business and also clearance of house loan and had availed hand-loan for a sum of Rs.6,00,000/- on 25.11.2021 agreeing to repay the same together with interest at the rate of 16.00% per annum and on the same day the defendant has executed on



demand promissory note and consideration receipt in favour of him, the defendant also agreed to repay the said amount with interest whenever demanded by him, but in spite of repeated requests and demands made by him and even after service of legal notice, the defendant has not paid the principal amount with interest. These evidences produced by the plaintiff remained undisputed by the defendant.

10. On perusal of the aforesaid pleadings and the documents produced by the plaintiff, it is clear that on 25.11.2021, the defendant availed a loan of Rs.6,00,000/- from the plaintiff by executing Pronote under Ex.P-1 and also agreed to repay the same together with interest at the rate of 16.00% per annum under Ex.P-2. The plaintiff issued legal notice on 15.11.2023 to the defendant



calling upon her to repay the loan amount with interest and the said notice has been served.

11. The plaintiff has claimed Rs.2,000/- towards legal notice charges. In fact, typing and miscellaneous charges can be permitted while drawing decree as per the Civil Rules of Practice. But, that cannot be granted as claimed in the plaint and that cannot be added to the principal sum and no interest can be charged on the said Rs.2,000/- at the agreed rate. That amount under the head of typing and miscellaneous charges would not partake the nature of principal sum. Hence, to this extent the claim of the plaintiff cannot be granted and it cannot be held that the defendants are due of a sum of Rs.8,10,000/- as on the date of the suit. It can be only held that the defendants are due to a sum of



Rs.8,08,000/- towards principal sum in favour of the plaintiff as on the date of the suit.

12. On perusal of the documentary evidence it is clear that the defendant borrowed a loan from the plaintiff Firm. Therefore, the defendant is liable to pay agreed rate of interest, from the date of suit till realization. Accordingly, the **point No.1 under consideration is answered in the Affirmative and point No.2 under consideration is answered partly in the Affirmative.**

13. **Point No.3:-** In view of the findings on the foregoing issues, the following;

### **ORDER**

Suit is partly decreed with costs.

The plaintiff is entitled to recover a sum of Rs.8,08,000/- and it shall be entitled for



current and future interest on the aforesaid amount at the rate of 16.00% p.a. on the adjudicated sum, till its realization.

The defendant is liable to deposit the aforesaid sum together with accrued interest within the period of three months and upon failure, the plaintiff firm shall be entitled to recover the same as per law.

Draw decree accordingly.

(Dictated to the Stenographer, directly on computer, printout taken by him, corrected and then pronounced by me in the open court, today this 17<sup>th</sup> day of March - 2026)

Sd/-  
(IRFAN)  
Senior Civil Judge,  
Kadur.

**ANNEXURE****I List of witnesses examined on behalf of the plaintiff:**

PW-1 : Sri. K. Vasudeva.

**II List of witnesses examined on behalf of defendant:**

-NIL-

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

Ex.P.1 : Pronote.  
Ex.P.1(a) : Signature of defendant.  
Ex.P.1(b) : Left Thumb Impression of defendant.  
Ex.P.2 : Consideration receipt.  
Ex.P.2(a) : Signature of defendant.  
Ex.P.2(b) : Left Thumb Impression of defendant.  
Ex.P.3 : Form No.6 (Loan Conditions).  
Ex.P.4 : Legal Notice dated 15.11.2023.  
Ex.P.5 : Postal Acknowledgment.  
Ex.P.6 & 7 : Copies of Money Lending Licence.

**IV List of documents marked on behalf of defendant:**

-NIL-

Sd/-  
(IRFAN)  
Senior Civil Judge,  
Kadur.

Visit [ecourts.gov.in](https://ecourts.gov.in) for updates or download mobile app “**eCourts Services**” from Android or iOS