

KACM200001912025



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

Dated this the 25th day of April – 2026

Present :SRI.IRFAN

B.A., LL.B.

Senior Civil Judge & JMFC,

Kadur,

Chikkamagaluru District.

S.C. No.5/2025

PLAINTIFF:-

Sri. M. Rudresh,
S/o late Maheshwaraiah,
Aged about 50 years,
Hotel Business and Agriculturist,
R/o Rajajinagara,
Birur Town, Kadur Taluk,
Chikkamagaluru District.

(By: Sri M.S. Lokesh, Advocate)

V/s

DEFENDANT:-

Sri. M.S. Desai
Petty Shop Business,
Aged about 60 years,
Permanent Address:
Maruthi Nagara,



Kyatasandra, Siddaganga Mutt,
Tumkur.

Business Address: Petty Shop
Business, Retailer of Snacks
Multipurpose Stall at P.F.No.1,
Arsikere Railway Station,
South Western Railway,
Arsikere, Arsikere Taluk,
Hassan District.

[Exparte]

Date of Institution of the Suit :	28.03.2025.		
Nature of the suit :	Recovery of Money		
Date of commencement of recording of the evidence :	12.02.2026.		
Date on which the Judgment was pronounce :	25.04.2026.		
Total Duration	Years	Months	Days
	01	00	28

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.1,00,000/- together with court, current and



future interest at the rate of 18.00% per annum, from the date of suit, till the realization of amount.

2. **The plaintiff's case is as under;**

The plaintiff and the defendant are knew to each other. That on 20.10.2023, the defendant has approached the plaintiff for the financial assistance for the purpose of his family benefit and necessity and also for improvement of his business and has received a sum of ₹ 1,00,000/- from the plaintiff at Birur town. On the same day, for the repayment of the said amount and to discharge his legal liability, the defendant has issued the post-dated cheque in favour of plaintiff bearing cheque No.553177 dated 27.12.2023 for a sum of ₹ 1,00,000/- in the name of plaintiff drawn on Karnataka Bank Limited, Subash



Nagara, Bengaluru requesting the plaintiff to present the said cheque in the month of March-2024, he will make arrangements for the encashment of the said cheque. Believing the words of the defendant, the plaintiff has presented the said cheque for encashment to the Karnataka Bank Ltd., Bengaluru through Canara Bank, Birur on 21.03.2024, but the said cheque has been dishonoured and returned to the plaintiff on 21.03.2024 without encashment with an endorsement stating “Funds Insufficient”.

The defendant is fully aware of the fact that he has received the amount from the plaintiff and issued the said cheque for the repayment of the said amount and it is his bounden duty to arrange for the funds in his account, despite of this fact, he has not arranged for the funds and issued the



said cheque in favour of plaintiff in order to deceive and defraud the plaintiff. The plaintiff has informed the same to the defendant and requested the defendant to repay the said amount of Rs.1,00,000/- and to take back the said cheque, but the defendant has not come forward to pay the said cheque amount to the plaintiff. The act of the defendant is illegal. The plaintiff has got issued the legal notice to the defendant on 05.06.2024 to both addresses, but the defendant intentionally avoided to take the said notice and same has been returned to the plaintiff. Hence, the plaintiff has filed this suit.

3. After due service of summons to the defendant, he has not appeared before the court, hence, he was placed *exparte*.



4. To prove the case, the plaintiff himself examined as PW-1 and got marked 05 documents as Ex.P-1 to 5 and closed his side.

5. Heard the arguments of Sri.MSL for plaintiff. Perused the pleadings and the evidences available on record.

6. The following points arise for consideration;

1. Whether the plaintiff is entitled for the suit claim? If so, what is the amount?
2. What Order or Decree?

7. Answers to the above Issues are as under:

- Point No.1 : Partly in the Affirmative
Point No.2 : As per final order,
for the following;



REASONS

8. **POINT No.1:-** This suit is for the relief of recovery of money. As per plaint averments, It is the contention of the plaintiff that the defendant for the purpose of his family benefit and also for improvement of his business had borrowed a sum of Rs.1,00,000/- from the plaintiff on 20.10.2023 at Birur Town and towards the repayment of the same had issued a post-dated cheque bearing No. 553177, dated 27.12.2023 for a sum of Rs. 1,00,000/-, drawn on Karnataka Bank Ltd., Subash Nagar, Bengaluru and when the plaintiff has presented the same for encashment through Canara Bank, Birur on 21.03.2024, same was returned with an endorsement stating 'funds insufficient' on 21.03.2024 and therefore, the plaintiff got issued



a legal notice dated 05.06.2024 to the defendant in both the address calling upon to repay the same, but the defendant intentionally avoided to take the said notice and same has been returned to the plaintiff.

9. In order to substantiate his contention, the plaintiff got himself examined as PW-1 and produced the documents under Ex.P-1 to 5. Ex.P-1 is the Original Cheque bearing No.553177, Ex.P-2 is the Return Memo, Ex.P-3 is the Legal Notice, Ex.P-4, Ex.P-4(a), Ex.P-5 and Ex.P-5(a) are the Returned Postal Covers and Legal Notices. Despite of suit summons, the defendant neither replied nor appeared before this court to dispute the claim of the plaintiff. In view of the documentary evidence referred above and in the absence of any contrary materials on record, it has to be held that



the plaintiff has successfully established the payment of a sum of Rs.1,00,000/- in favour of defendant towards the document produced under the Ex.P-1. Therefore, the plaintiff is entitled for the recovery of the aforesaid sum together with current and future interest at the rate of 8.00% per annum from the date of suit till its realization. Accordingly, **the point under consideration is answered partly in the Affirmative.**

10. **Point No.2:-** In view of the findings on the foregoing issues, the following;

ORDER

Suit is partly decreed with cost.

The plaintiff is entitled for the recovery of a sum of **Rs.1,00,000/-** together with current and future interest at



the rate of 8.00% per annum,
from the date of suit 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 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 25th day of
April-2026)

Sd/-
[IRFAN]
Senior Civil Judge,
Kadur.

ANNEXURE

I List of witnesses examined on behalf of the plaintiff:

PW-1 : Sri. M. Rudresh.



II List of witnesses examined on behalf of defendants:

-NIL-

III List of documents marked on behalf of the plaintiff:

- Ex.P.1 : Original Cheque bearing No.553177 of Karnataka Bank Ltd., Subash Nagara, Bengaluru.
- Ex.P.2 : Return Memo.
- Ex.P.3 : Legal Notice dated 05.06.2024.
- Ex.P.4,4(a)
and 5, 5(a): Returned RPAD cover along with legal Notices.

IV List of documents marked on behalf of defendants:

-NIL-

Sd/-
[IRFAN]
Senior Civil Judge,
Kadur.