



**IN THE COURT OF PRL. CIVIL JUDGE & JMFC,
DHARWAD**

Present:

Sri. Kadappa Hukkeri.

Prl. Civil Judge & JMFC., Dharwad.

Dated this the 24th day of August, 2026

O.S.No.283/2019

Plaintiff:

M/s Channabasava Ayur Zone
R/by its Proprietor
Shri. Ravishankar S/o Gangappa
Danappannavar,
Age: 47 years,
Occ: Proprietor of
M/s Channabasava Ayur Zone
R/o: Door No.153, M.G. Road
Garag, Tq; and Dist: Dharwad-581105.

(By Shri. S.T.Patil., Adv.)

Versus

Defendant:

Dr. M.P. Hiremath
Age: 50 years,
Occ: Medical Practitioner
Padmashree Ayurveda Hospital
Vidynagar Shahapur
Yadagiri-585223.

(Exparte)

Nature of the suit : Suit for recovery

Date of institution of the : 26-04-2019



suit

Date of commencement : 02-03-2020
of recording evidence

Date of Judgement : 24-08-2026

Total duration	:	Years	Months	Days
		07	03	29

**Prl. Civil Judge and JMFC.,
Dharwad.**

J U D G M E N T

This suit is instituted by the plaintiff against defendant for recovery of amount Rs.48,835/- with interest at the rate of 18% p.a.

2. The case set out in the plaint is as under:-

The plaintiff alleged that, he is engaged in distribution of Ayurvedic Medicines in North Karnataka. The plaintiff is supplying the Ayurvedic products to many medical practitioners, sub-dealers of Ayurvedic medicines in North Karnataka. The defendant is medical practitioner and he is practising in Ayurvedic Medicine in Vidyanagar



Shahapur Yadagiri. The defendant approached to the plaintiff personally at Garag and requested plaintiff to supply Ayurvedic products from the year 2010. The plaintiff has received prompt payment from the defendant for supplying products from the defendant. In the year 2012-2013 the plaintiff has supplied the materials as per the demand of defendant. The defendant has not made payments to the plaintiff as per the materials supplied to him. Thereafter, the plaintiff over the phone intimated to the defendant regarding outstanding dues for supply of material. The defendant has expressed his difficulty in clearing of outstanding bill amount and sought some time for clearing the dues. The defendant used to send money to plaintiff for clearing dues for example Rs.10,000/-, Rs.13,477/-, Rs.10,532/- on many dates and accordingly plaintiff has adjusted the said amount with outstanding bills. Thereafter, the plaintiff has contacted the defendant on several occasion for payment of dues as per invoice bills. From 2013 the defendant has not paid the



outstanding dues to the plaintiff. The plaintiff is suffering financial loss and inconveniences to his business. The defendant is required to pay Rs.48,835/- to the plaintiff. The plaintiff issued personal letter on 10.09.2018 requesting the plaintiff to pay the arrears. Despite of receipt of the said letter the defendant has not replied to the said notice. Accordingly, plaintiff issued legal notice to the defendant on 20.11.2018 and the said legal notice delivered to defendant on 03.12.2018. Despite of that, defendant has failed to clear the dues. As such the plaintiff is constrained to file the present suit.

3. After institution of the suit, summon was issued to the defendants. Despite of service of summons the defendants remained absent as such they were placed ex-parte.

4. To prove the case, the proprietor bank examined as PW-1 and got marked Ex.P1 to Ex.6 documents.

5. Arguments heard from plaintiff counsel and



perused the materials on record.

6. The points that emerges for consideration of this court is as follows.

1. Whether the plaintiff proves that the supply of Ayurvedic products to the defendant and in-turn the defendant is over due of Rs.48,835/-?
2. Whether the plaintiff is entitled for recovery of money along with interest as prayed for?
3. What order or decree?

7. The findings of the court on the above points are as follows

Point No. 1: In the Affirmative.

Point No. 2: In the Partly Affirmative.

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

REASONS

8. Points No.1 and 2: These points are interlinked each other. Hence, to avoid repetition of facts, these points are taken together for common discussion.



It is the specific case of the plaintiff that, the defendant is Medical Practitioner and he is practising Ayurvedic Medicine in Vidyanagar Shahapur Yadagiri. The plaintiff and defendants have mutually agreed for supply of Ayurvedic products for payment. There was a transaction in between plaintiff and defendant regarding supply of products and payment of money by the defendant. From 2012-2013 the defendant has not paid the due amount. The plaintiff has demanded the payment of Rs.48,835/- to the defendant by issuing letter on 10.09.2018. But the defendant has not repaid the said amount. Thereafter the plaintiff has issued legal notice to defendant on 20.11.2018. In spite of legal notice, the defendant has not paid the amount.

9. To prove the case of plaintiff, plaintiff himself examined as P.W.1 by filing examination-in-chief in the form of affidavit evidence. In his examination, PW1 has reiterated, whatever was stated in the complaint. In support his claim the documentary evidence produced by



the PW1 is Ex.P.1 is legal notice dated: 20.12.2018, Ex.P.2 is postal receipt, Ex.P.3 is acknowledgment, Ex.P.4 is Postal Receipt, Ex.P.5 is Dairy, Ex.P.5-A is loan statement, Ex.P.6 is track consignment. Ex.P.5 is bill book particular transaction of defendant in the book is marked as Ex.P.5(a). In Ex.P.5(a) page No. 5 amounts were rounded off and wherein some amounts are not rounded off. The initial burden lies on the plaintiff to prove that there was a mutual agreement in between himself and defendant for supply of Ayurvedic products as asserted by plaintiff, the defendant was prompt in payment of earlier supply of products. As per the case of the plaintiff, the defendant owe Rs.48,835/- to prove the said dues the plaintiff has not produced any invoices regarding the supply of the products. In Ex.P.5(a) does not discloses any shara regarding outstanding of dues. Except the bill book Ex.P.5 the plaintiff has not produced any invoices or bill regarding supply of Ayurvedic products to the defendant and until and unless to prove all the invoices it cannot be come to



conclusion that, there was an outstanding amount of Rs.48,835/- as claimed by the plaintiff. Ex.P.5(a) is entries in bill book shows the outstanding amount as on 05.10.2018, Rs.45,302/-. Thereafter, over the dues, the plaintiff has issued notice as per Ex.P.1 for payment of Rs.48,835/-. Despite of service of said legal notice the defendant has not paid the said outstanding amount. Ex.P.5(a) corroborates the claim of the plaintiff with demand notice issued as per Ex.P.1. Further the plaintiff has produced some printed copies of invoices with this suit, which are not accepted during the trial. The evidence of PW1 and documentary evidence of the plaintiff remained unchallenged and uncontroverted. There is nothing on record to disbelieve the case of the plaintiff. The plaintiff is claiming 18% p.a on dues. To prove the rate of interest 18% on the dues, the PW1 has not produced any agreement in between himself and defendant for payment of dues on the interest at the rate of 18%. Therefore, the plaintiff is entitled to the reasonable interest at the rate of



6% from the date of filing of suit to till realisation. There is no written agreement in between plaintiff and defendant regarding the payment of over dues with interest as claimed by the plaintiff. Hence, Point No.1 in the affirmative and point No. 2 is answered in **Partly Affirmative.**

10. Point No.3 : In view of findings on point No.1 and 2, the plaintiff is entitled to the relief as sought for. Accordingly, this court proceeds to pass the following order.

ORDER

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

The defendant is directed to pay the plaintiff a sum of Rs.48,835/- (Rupees Forty Eight Thousand Eight Hundred and Thirty Five Only) at the rate of interest at 6% p.a. from the date of filing of the suit to till realisation of the suit.



Draw decree accordingly.

(Dictated to the Stenographer, transcribed and typed by him, then corrected and pronounced in the open Court on this the 24th day of August, 2026).

Sd./-
(Kadappa Hukkeri)
Prl. Civil judge and J.M.F.C.,
Dharwad.

ANNEXURE

1. List of witnesses examined for the Plaintiff.

P.W.1 : Shri. Ravishankar Danappaannavar

2. List of documents marked for the Plaintiff.

Ex.P.1 : Legal Notice

Ex.P.2 : Register Postal Receipt

Ex.P.3 : Acknowledgement

Ex.P.4 :Postal Receipt

Ex.P.5 : Dairy

Ex.P.5A: Loan Statement

Ex.P.6 : Track Consignment

3. List of witnesses examined for the Defendants.

-NIL-

4. List of documents marked for the Defendants.

-NIL-

Sd./-
Prl. Civil Judge and J.M.F.C.
Dharwad.