IN THE COURT OF THE II ADDITIONAL SENIOR CIVIL JUDGE AND J.M.F.C., AT: HUBBALLI

PRESENT

Smt. DEEPA G. MANERKAR
B.Com., LL.B.,(Spl).,

II ADDL. SENIOR CIVIL JUDGE & JMFC.,
HUBBALLI

S.C.No.28/2026

DATED THIS THE 20th DAY OF AUGUST 2026

Plaintiff/s : 1. Sri. Mukthar S/o Ameeruddin Goodwala,
Age: 58 years, Occ: Engineer,
R/o: JP Nagar, Gokul Road, Hubballi,
now at Riyadh, Saudi Arabia
Rpt. by his GPA Holder,
Ayan S/o Mukthiyar, Age: 26 years,
Occ: Nil. R/o: J.P Nagar,
Hubballi-580028.

(By Sri. S.S. Huilgol, Adv.)

-V/s-

Defendant/s : 1. Smt. K. Sarla Johnson,
Age: major, occ: Homemaker
R/o: Cannan, Dara Babu Rao,
#54, 1st Floor, 2nd Cross,
Vinutana Colony, Gadag Road,

Hubballi- 580020.

2. K. Allen S/o Johnson
Age: major, Occ: Private Service
R/o: Cannan, Dara Babu Rao,
#54, 1st Floor, 2nd Cross,
Vinutana Colony, Gadag Road,
Hubballi- 580020.

(Ex-parte)

Date of institution of suit	:	22-04-2026		
Nature of suit	:	Recovery of money		
Date of commencement of recording evidence	:	12-08-2026		
Date of which the judgment pronounced	:	20-08-2026		
Total Duration.	:	Year	Month	Day
		00	03	28

JUDGEMENT

The present suit is filed by the plaintiff for recovery of money at Rs.74,400/-.

2. **The case of the plaintiff in brief is as under**:-

The plaintiff and defendant No.2 were known to each other as friends. The the defendants were residing as a tenant in the Flat bearing S-4 of the Abenznnezer Apartment situated at Prakash Colony, Keshwapur, Hubballi. The said flat is of the ownership of the plaintiff. The defendants have vacated the said flat on 20.11.2022. At the time of vacating said premises there were in arrears of rent of Rs.3,000/- and there were damages to the door and which has been repaired by the plaintiff by paying a sum of Rs.2,000/-. The defendant No.2 has taken a sum of Rs.3,000/- towards her medical expenditure. Apart from the same the defendants have taken hand loan of Rs.10,000/-. That, the defendants after vacating the flat belongs to the plaintiff have taken another flat on rental basis situated at Vinutan Colony, Keshwapur, Hubballi belongs one Mr. Babu.

3. That, the defendants on account of paucity of funds to provide security deposit to the flat owner namely Mr. Babu have approached the plaintiff to provide financial assistance of Rs.40,000/-. Accordingly, the plaintiff has provided financial assistance of Rs.40,000/-. That, the defendant No.1 for having received the sum of Rs.40,000/- towards payment of the security deposit to Mr. Babu, and for having received further sum of Rs.20,000/- has executed acknowledgment styled as "Emergency Hand Loan" on 25.01.2023.

4. That, the defendant No.1 has provided two cheques bearing No.294004 and 294005 dated 01.12.2022 however, on account of request made by the defendants the plaintiff has not presented the said cheques for realization. That on consistent request made by the plaintiff, the defendant No.2 had issued the cheque bearing No.353989 dated 20.09.2023 for a sum of Rs.60,000/- drawn on Karnataka Bank Ltd, Madhura Estate Branch, Hubballi towards the repayment of the said hand loan. The plaintiff presented the said cheque for collection on 25.09.2023 through his banker Federal Bank, Hubballi. However, which came to be returned for funds insufficient. Thereafter the plaintiff has approached the defendants on several times however the defendants are postponing the repayment on one or other pretext. Hence the present suit.

5. Despite of service of summons, the defendants have not appeared and placed Ex-parte.

6. To prove the case of the plaintiff, his GPA holder examined as PW.1 and got marked 7 documents as per Ex.P1 to 7.

7. Based on the above pleadings the points that arise for my consideration is as under:-

1. Whether the plaintiff proves that defendant has borrowed hand loan of Rs.74,400/- from the plaintiff and agreeing to repay and committed default in payment of loan availed?

2. Whether the plaintiff is entitled for claim amount?

3. What order or decree ?

8. My answer to the above points are as follows:-

Point No.1 : Partly in the Affirmative.

Point No.2 : Partly in the Affirmative.

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

R E A S O N S

9. **POINT NO.1 AND 2**:- since these points are interlinked they are taken up together for common discussion in order to avoid repetition of facts and circumstances.

As per the plaintiff himself and defendant No.2 were known to each other as friends. The the defendants were residing as a tenant in the Flat bearing S-4 of the

Abenznnezer Apartment situated at Prakash Colony, Keshwapur, Hubballi belonging to the plaintiff. The defendants have vacated the said flat on 20.11.2022. At the time of vacating said premises there were in arrears of rent of Rs.3,000/- and there were damages to the door and which has been repaired by the plaintiff by paying a sum of Rs.2,000/-. The defendant No.2 has taken a sum of Rs.3,000/- towards her medical expenditure. Apart from the same the defendants have taken hand loan of Rs.10,000/-. That, the defendants after vacating the flat belongs to the plaintiff have taken another flat on rental basis situated at Vinutan Colony, Keshwapur, Hubballi belongs one Mr. Babu.

10. That, the defendants on account of paucity of funds to provide security deposit to the above flat owner borrowed Rs.40,000/- from plaintiff. That, the defendant No.1 for having received the sum of Rs.40,000/- and for having received further sum of Rs.20,000/- has executed acknowledgment styled as "Emergency Hand Loan" on 25.01.2023. That on consistent request made by the plaintiff, the defendant No.2 had issued the cheque bearing No.353989 dated 20.09.2023 for a sum of Rs.60,000/- drawn on Karnataka Bank Ltd, Madhura Estate Branch, Hubballi towards the repayment of the said hand loan. However, said

cheque was dishonoured for funds insufficient. Thereafter the plaintiff has approached the defendants on several times however the defendants are postponing the repayment on one or other pretext.

11. In support of the case of the plaintiff, his GPA Holder got examined himself as PW.1 and got marked Ex.P1 to P7 documents. Ex.P1 is Emergency Hand loan executed by the defendant No.1 in which it is mentioned that the defendants have received hand loan of Rs.60,000/- and as a guarantee towards the same they have issued two cheques bearing No.294005 and 294004 dt:01-12-2022. Ex.P.2 is the cheque issued by defendant No.1 bearing No.353989 dated 20-09-2023 drawn on Karnataka Bank, Madhura Estate Branch, Huballi for Rs.60,000/- in favour of plaintiff, Ex.P.3 is the copy of legal notice dt:31-12-2025 under which the plaintiff has called upon the defendants to repay the loan amount, Ex.P.4 and 5 are the postal receipts, Ex.P.6 and 7 are the postal acknowledgments.

12. It is pertinent to make mention that though defendants have served with summons they have not appeared before the court and contested the suit. Therefore the evidence lead on oath by PW1 coupled with documentary

evidence has remained unchallenged. There is nothing to disbelieve the testimony of PW1. The plaintiff by adducing oral and documentary evidence has proved that the defendants have availed Rs.60,000/-. Hence, the plaintiffs are entitled for claim amount. The plaintiff have claimed interest @ 8% from 25-01-2023 to 25-01-2026 amounting to Rs.14,400/-. Therefore, plaintiff is entitled for claim amount of Rs.74,400/- the plaintiff have claimed future interest @ 8% from the date of suit till its realization. However grating of future interest @ 8% in the absence of any documents would be on higher side. Therefore, if future interest @6% P.A. is awarded on claim amount from the date of suit till its realization it would meets ends of justice. As such point No.1 and 2 are answered **partly in the Affirmative**.

13. **Point No.3:-** In view of my findings on the above points, this court proceeds to pass the following:

ORDER

The suit of the plaintiff is hereby decreed in part with costs.

The defendants are liable to pay Rs.74,400/- with simple interest

@6% P.A. on claim amount from the date of suit till its realization .

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, typed by her, after corrections pronounced in the open court on this 20th day of August 2026.)

Sd/-
(Smt. Deepa G Manerkar)
II Addl. Senior Civil Judge and JMFC,
Hubballi

ANNEXURE

LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF :

P.W.1 : Sri. Mukthar A. Goodwala

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF PLAINTIFF :

Ex.P.1 : Emergency Hand loan

Ex.P.2 : Cheque

Ex.P.3 : Legal notice

Ex.P.4 & 5 :Postal receipts

Ex.P.6 & 7 : Postal acknowledgments.

LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANT :

NIL

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF DEFENDANT :

NIL

Sd/-
(Smt. Deepa G Manerkar)
II Addl. Senior Civil Judge and JMFC,
Hubballi