

**Form No.9
(Civil)**

Title sheet for Judgment
in suits (R.P.91)

KACN220014772022



**IN THE COURT OF THE ADDL. CIVIL JUDGE AND JMFC.,
GUNDLUPET**

Present :

**Smt. A. N. Kanthamma, B. A., LLB,
Addl. Civil Judge & JMFC
Gundlupet.**

Dated this the 24rd day of August 2023.

O.S. No.242/2022

Plaintiff :

Sri. Mahadevashetty

S/o Late. Nagashetty
Aged about 49 years,
R/at BAnnitalapura village,
Kasaba Hobli,
Gundlupet Taluk.

(By Sri. B.S. -Advocate)

V/s

Defendant:

Shivanna

S/o Chikkasubbashetty
Aged about 49 years,
R/at : Bannitalapura village,
Kasaba Hobli, Gundlupet Taluk.

(Exparte)

Date of institution of the suit : **18.10.2022**
Nature of the suit : **Money Suit**
Date of commencement of Recording evidence : **14.07.2023**
Date on which the judgement Was pronounced : **24.08.2023**

	Year/s	Month/s	Day/s
Total duration	: 00	10	06

**Addl. Civil Judge & JMFC.,
Gundlupet.**

J U D G E M E N T

This is a suit filed by the Plaintiff for recovery of money.

2. The facts of the case of the plaintiff is as follows:

It is the case of the Plaintiff that on 21.10.2019 the Defendant has borrowed Rs.2,00,000/- from him (Plaintiff). The Plaintiff further submits that the Defendant has agreed to repay the said loan amount

together with interest at the rate of 1.50% per Month and the Defendant has also executed the On Demand Promissory Note.

3. The Plaintiff further submits that thereafter, despite repeated demands, the Defendant did not repay the said loan amount. Hence, without any alternative, he (Plaintiff) has filed this suit.

4. Further, the Plaintiff contends that as on the date of filing of this suit the Defendant is liable to pay Rs.3,00,000/-. By contending so, the Plaintiff has prayed for Judgement and Decree as sought for.

5. After the presentation of the plaint, the same was registered and suit summons was issued and duly served on the Defendant. Yet, the Defendant

did not appear before this Court, hence, the Defendant is placed exparte.

6. To substantiate his contentions, the Plaintiff has examined himself as PW.1 and also examined one witness as PW.2. Besides, the Plaintiff got Exhibited one document as per Ex-P1.

7. Arguments Heard.

8. In view of the materials available on record, the points that arise for my consideration are as follows.

1. Whether the Plaintiff proves that the Defendant has borrowed Rs.2,00,000/- on 21.10.2019 and executed the On Demand Promissory Note?

2. Whether the Plaintiff proves that in spite of repeated demands, the Defendant did not repay the said loan amount?

3. Whether the Plaintiff proves that as on the date of filing of this suit the Defendant is liable to pay Rs.3,00,000/-?

4. What order or decree?

9. Now, my answers to above points are as follows:

Point No.1: In the Affirmative

Point No.2: In the Affirmative

Point No.3: Partly in the Affirmative

Point No.4: As per final order

R E A S O N S

10. Point No.1 to 3 Together: These three points are taken together for discussion since they

are interconnected with each other and so also they require common discussion.

11. I am of the opinion that I need not repeat the contentions raised by the Plaintiff here also, since I have already narrated the same at the inception of this Judgement.

12. To substantiate his contentions, the Plaintiff has examined himself as PW.1. The PW.1 has filed his affidavit U/o 18 rule 4 CPC in lieu of his examination-in-chief, wherein he has reiterated the entire plaint averments. Besides, the Plaintiff has also produced original Promissory Note and the same is marked as Ex-P1. A perusal of the recitals available in this Ex-P1 makes it clear that on 21.10.2019 the Defendant has borrowed Rs.2,00,000/- from the Plaintiff agreeing to repay

the said loan amount together with interest at the rate of 1.50% per month. Further, according to Plaintiff the Defendant has put his signature to this Ex-P1. Further, it is relevant to note that according to Plaintiff the Ex-P1(a) is the signature of the Defendant. Further, the record also shows that the Plaintiff has examined the witness namely S.Prasannakumar and the scribe of this Ex-P1 as PW.2. The said PW.2 also filed this affidavit U/o 18 rule 4 CPC in lieu of his examination-in-chief, wherein he has supported the case of the Plaintiff. Further, even the PW.2 has also identified the signature of the Defendant, which are available in the said Promissory Note. Besides, the PW.2 also identified his own signature. Thus, it becomes clear that the Plaintiff has produced the original documents and so also examined the witness and scribe of the Promissory Note, and importantly the

said witness has supported the case of the Plaintiff. Hence, I do not see any reason to doubt the evidence of PW.1 and 2. Hence, I believe the say of the Plaintiff that the Defendant has borrowed Rs.2,00,000/- and Defendant has executed this Promissory Note and the Defendant has agreed to repay the said loan amount together with interest at the rate of 1.50% per month.

13. Further, the record shows that this suit was filed on 21.10.2019. Again I repeat, the recitals available in the Promissory Note (Ex-P1) show that the Plaintiff is entitled for interest at the rate of 1.50% per month on Rs.2,00,000/- from the date of execution of that document till the filing of this suit. The record shows that in the document in question it is stated that the Defendant has borrowed the amount to meet the household expenses. Thus, in

view of the fact that the document has established that Defendant has borrowed said amount of Rs.2,00,000/- for his household expenses, I feel it is correct to direct the Defendant to pay said amount of Rs.2,00,000/- together with simple interest at Rs. 6% per annum from 21.10.2019.

14. If I compute interest at the rate of 6% per annum on Rs.2,00,000/- from 21.10.2019 till the date of suit, then, the interest comes to Rs.35,933/-. If we add this interest amount with the principal amount of Rs.2,35,933/-, then, the total liability comes to Rs.2,35,933/-. Hence, the Plaintiff is entitled for the said amount. Hence, point No.1 and 2 are answered in Affirmative and point No.3 is answered in the **Partly Affirmative**.

15.POINT NO.6: In view of my findings to above points, I pass the following-

ORDER

The Suit of the plaintiff is partly decreed for Rs.2,35,933/- *with Court cost and together with interest at the rate of 6% per annum on principal amount of Rs.2,35,933/- from the date of suit to till the date of realization.*

Draw decree accordingly.

(Dictated to the stenographer, computerized by him, revised and corrected and then pronounced in the open Court on this the 24th day of August 2023)

(A.N. Kanthamma)

Addl. Civil Judge & JMFC,.
Gundlupet.

ANNEXURE**I: LIST OF WITNESSES EXAMINED ON BEHALF OF PLAINTIFF/S:**

PW-1 : Sri. Mahadevashetty
PW-2 : Sri. S.Prasannakumar

II: LIST OF DOCUMENTS MARKED ON BEHALF OF PLAINTIFF/S:

Ex.P1 - On Demand Pronote

Ex.P1(a to c) - Signatures

III: LIST OF WITNESSES EXAMINED ON BEHALF OF DEFENDANT/S:

NIL

IV: LIST OF DOCUMENTS MARKED ON BEHALF OF DEFENDANT/S:

NIL

(A.N. Kanthamma)
Addl.Civil Judge & JMFC,
Gundlupet.