KAKL200000862019

IN THE COURT OF THE I ADDITIONAL CIVIL JUDGE AND JMFC AT BANGARPET

:PRESENT:
SRI.CHANDRASHEKHAR ALABUR,
B.A., LL.B., (Hons)
I ADDL., CIVIL JUDGE & JMFC., BANGARPET.

O.S. NO.312/2013

DATED THIS 10th DAY OF AUGUST 2026

PLAINTIFF/S:-

Sri. M. Ramesh,
S/o Munivenkatappa,
Aged about 36 years,
R/at Gajiga Village, Magundhi Post,
Budikote Hobli, Bangarapet Taluk.

(Rep. by *Sri.* ***P. Raghavan*** - Advocate)

-V/S-

DEFENDANT/S:-

Sri. Matheshappa @ Munivenkatappa,
S/o Thimmarayappa,
Aged about 46 years,
R/at Gajiga Village, Magundhi Post,
Budikote Hobli, Bangarapet Taluk.

(Rep. by *Sri.* ***N. Narayanappa*** - Advocate)

1	Date of institution of the suit	02.12.2013
2	Nature of the suit	Recovery of Money
3	Date of recording of evidence	25.03.2015
4	Date on which Judgment was pronounced	10.08.2026
5	Total duration	Year/s Month/s Day/s 12 08 04

CHANDRASHEKHAR ALABUR

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(CHANDRASHEKHAR ALABUR)
I Addl. Civil Judge and J.M.F.C.,
Bangarpet

J U D G M E N T

The plaintiff has instituted this suit seeking recovery of Rs.85,500/- from the defendant, comprising the principal sum of Rs.50,000/- alleged to have been advanced as a hand loan on 04.12.2010, interest thereon claimed at 2% per month amounting to Rs.35,000/- computed up to the date of suit, and Rs.500/- towards legal notice charges. The plaintiff has also prayed for current and future interest till realisation and for costs of the suit. The suit is founded entirely upon a document styled as a Loan Agreement dated 04.12.2010, said to have been executed by the defendant acknowledging the said loan.

2. *BRIEF FACTS PLEADED IN THE PLAINT:*

The plaintiff is stated to be a building maistry/contractor, and the defendant is stated to be in the same profession. It is pleaded that the defendant gained acquaintance with the plaintiff and, taking advantage of the confidence reposed in him, borrowed a sum of Rs.50,000/- from the plaintiff as hand loan on 04.12.2010, and for the valuable consideration so received, the defendant acknowledged the receipt of the loan amount by way of a Loan Agreement executed by him on the same day. The defendant agreed to repay the amount borrowed whenever demanded, and further agreed to pay interest at the rate of 2% per month on the principal sum of Rs.50,000/- from the date of borrowing, i.e., 04.12.2010, till the date of repayment. It is further pleaded that the plaintiff was orally demanding repayment from the defendant, who kept postponing and giving evasive replies while assuring repayment in the near future, and that the plaintiff, believing the defendant, waited in the hope that the defendant would keep his promise. The defendant neither paid the principal amount nor the interest accrued thereon till date, and since the oral demands did not yield any favourable response, the plaintiff caused a legal notice to be issued on 20.02.2012 to the defendant, who, after gaining knowledge of the demand, managed to return the said notice unserved, thereby exposing his malafide intention to dodge repayment of the loan with interest. Hence the suit. The defendant is due a sum of Rs.50,000/- towards principal, Rs.35,000/- towards interest from the date of borrowing till the date of suit, and Rs.500/- towards legal notice charges, in all Rs.85,500/- as on the date of the suit, and that the defendant was, of late, not only avoiding the plaintiff but also replying rudely and uncharitably. The cause of action for the suit is pleaded to have arisen on 04.12.2010 (the date of borrowing and execution of the loan agreement), thereafter when the plaintiff repeatedly demanded repayment orally, on 20.02.2012 (the date of the legal notice), and thereafter when the defendant failed to repay the loan amount and accrued interest, all within the jurisdiction of the Court. Hence prays to decree the suit.

3. On institution of the suit, summons were ordered to be issued to the defendant in the manner known to law. The defendant entered appearance through his counsel and, upon service of summons and grant of time to file his defence, filed his Written Statement contesting the suit both on merits.

4. ***BRIEF OF THE WRITTEN STATEMENT OF THE DEFENDANT:***

The defendant contends that the suit is not maintainable either in law or on facts and is liable to be dismissed in limine. It is further contended that the plaintiff has not approached the Court with clean hands and has misrepresented the facts before the Court.

5. The defendant specifically denies the plaintiff's averments that the plaintiff and defendant were acquainted through their profession as building contractors, that the defendant borrowed a hand loan of **Rs.50,000/-** on **04.12.2010**, and that he executed a Loan Agreement acknowledging the debt. The defendant also denies having agreed to repay the amount with interest at **2% per month**, denies the alleged oral demands for repayment, and disputes the plaintiff's claim that he avoided repayment by giving evasive replies. The averments regarding non-payment of principal and interest, avoidance of the legal notice dated **20.02.2012**, liability to pay **Rs.50,000/-** towards principal, **Rs.35,000/-** towards interest, **Rs.500/-** towards notice charges, and the alleged cause of action are all denied, and the plaintiff is put to strict proof of the same.

6. The defendant specifically pleads that the alleged Loan Agreement is a fabricated document and that the plaintiff has forged the defendant's signature/thumb impression thereon. It is contended that the defendant never executed the Loan Agreement nor received any consideration under it.

7. It is further pleaded that the plaintiff had no financial capacity to advance the alleged loan and that the defendant, being a daily wage coolie earning about **Rs.150/- per day**, neither had the necessity nor the capacity to borrow such an amount from the plaintiff.

8. The defendant also contends that the suit is barred by limitation. It is further pleaded that the Loan Agreement is insufficiently stamped, liable to be impounded, void ab initio, inadmissible in evidence, and incapable of being relied upon. The defendant also disputes the sufficiency of the court fee paid on the plaint and contends that no cause of action has arisen for the suit.

9. Lastly, it is contended that there were no cordial relations between the parties for several years and that, out of vengeance, the plaintiff has instituted a false and frivolous suit on imaginary grounds with the intention of causing wrongful loss to the defendant and wrongful gain to himself. Hence, the defendant prays for dismissal of the suit with exemplary costs.

10. On a consideration of the rival pleadings following issues are framed.

ISSUES

1. Whether the plaintiff proves that the defendant borrowed a sum of Rs.50,000/- as hand loan on 04-12-2010 and acknowledged the receipt of the loan amount by way of loan agreement executed by him on the same day?
2. Whether the plaintiff further proves that the defendant agreed to pay interest at the rate of 2% per month on the principal amount?
3. Whether the court fee paid is insufficient?
4. Whether the suit is barred by law of limitation?

5. Whether the plaintiff is entitled to the suit claim amount?

6. What order or decree?

11. In support of his case, the plaintiff examined himself as PW-1. He filed an affidavit in lieu of examination-in-chief reiterating on oath the averments and got marked Ex.P.1 & 2.

12. Despite due opportunity, the defendant neither entered the witness box himself nor examined any other witness, nor did he produce or mark any document in support of the defence pleaded by him. On 15.07.2026, after the cross-examination of PW-1 was completed, learned counsel appearing for the defendant made a specific submission/endorsement that no defendant evidence would be adduced. The matter was accordingly posted for arguments.

13. FINDINGS:

ISSUE NO.1	:	In the **negative**
ISSUE NO.2	:	In the **negative**
ISSUE NO.3	:	In the **negative**

ISSUE NO.4	:	In the **negative**
ISSUE NO.5	:	In the **negative**
ISSUE NO.6	:	AS per the final order

R E A S O N S

14. Issue No.1: This being the foundational issue of the suit, the burden of proof squarely lies on the plaintiff under Sections 101 and 103 of the Indian Evidence Act, 1872, more so when the defendant has specifically and totally denied the loan, the execution of the Loan Agreement, and the receipt of any consideration thereunder. Mere production of a document styled as a Loan Agreement does not, by itself, discharge this burden where its execution is denied; the plaintiff is required to independently prove both the execution of the document and the passing of consideration, and where the plaintiff's own financial capacity to advance the sum in question is specifically put in issue by the defendant, the plaintiff must lead cogent evidence to establish that capacity.

15. The plaintiff In his affidavit in lieu of chief-examination, PW-1 reiterated the plaint averments, deposing that he is a building maistry/contractor, that the defendant is in the same profession, that the defendant gained acquaintance with him and borrowed Rs.50,000/- as hand loan on 04.12.2010, and executed a Loan Agreement acknowledging the same on the same day. However, in his cross-examination recorded on 15.07.2026, PW-1 made a series of material admissions that go to the very root of his case. On the question of his own status and profession, he admitted: **"ನಾನು ಮನೆ ಕಟ್ಟಡ ಕಟ್ಟುವ ಕಂಟ್ರಾಕ್ಟರ್ ಎಂದು ನಾನು ಸೂಕ್ತ ಪ್ರಾಧಿಕಾರದಿಂದ ಪರವಾನಿಗೆ ಪಡೆದುಕೊಂಡಿಲ್ಲ"** (I have not obtained a licence from the competent authority to describe myself as a house-building contractor), and further, **"ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಯಲ್ಲಿ ಗಾರೆ ಕೆಲಸ ಎಂದು ಹೇಳಿದ್ದೇನೆ. ಪ್ರತಿವಾದಿ ಕೂಲಿ ಕೆಲಸ ಮಾಡುತ್ತಾನೆ ಎಂದರೆ ಸರಿ."** (In my chief examination I stated that I do masonry/plastering work; it is correct that the defendant does coolie/daily-wage work) thereby all but conceding the defence version pleaded in para 8 of the Written Statement, that both parties are persons of modest, daily-wage means.

16. On the crucial question of his financial capacity to advance a lump sum of Rs.50,000/-, PW-1 admitted: **"ನನ್ನ ಹೆಸರಿನಲ್ಲಿ ಯಾವುದೇ ಜಮೀನು ಇರುವುದಿಲ್ಲ"** (There is no land standing in my name); **"ನನ್ನ ಸಂಪಾದನೆ ತೋರಿಸಲು ದಾಖಲೆ ಇರುವುದಿಲ್ಲ ಆದರೆ ಕೂಲಿ ಕೆಲಸದಿಂದ ಅಂದಾಜು ರೂ.1,000/- ದುಡಿಯುತ್ತೇನೆ"** (I have no document to show my earnings, but I earn approximately Rs.1,000/- from coolie work), an assertion for which, on his own further admission, no document whatsoever exists: **"ನಾನು ಕೆಲಸ ಮಾಡುವ ಕಡೆ ನನ್ನ ಆದಾಯ ರೂ.1,000/- ಎಂದು ತೋರಿಸಲು ದಾಖಲಿಗಳು ಇರುವುದಿಲ್ಲ";** that in 2010 he had no bank account: **"2010 ರಲ್ಲಿ ನನ್ನ ಬಳಿ ಬ್ಯಾಂಕಿನ ಖಾತೆ ಇರುವುದಿಲ್ಲ";** and, most tellingly, that he has no document to show he even possessed Rs.50,000/- at the relevant time: **"ನನ್ನ ಬಳಿ ನಾನು ಪ್ರತಿವಾದಿಗೆ ದುಡ್ಡು ಕೊಟ್ಟೆ ಎನ್ನಲಾದ ಸಮಯದಲ್ಲಿ ರೂ.50,000/- ಇತ್ತು ಎಂದು ತೋರಿಸಲು ದಾಖಲೆಗಳು ಇರುವುದಿಲ್ಲ".**

17. Confronted with this admitted absence of independent means, PW-1 introduced, for the first time in the witness box, an entirely new version, stating that he had himself borrowed the money that he lent to the defendant, from two named persons: **“ಆದರೆ ಸಾಕ್ಷಿ ಮುಂದುವರೆದು ಬೇರೆ ಅವರ ಬಳಿ ದುಡ್ಡು ಪಡೆದುಕೊಂಡ ಪ್ರತಿವಾದಿಗೆ ಎರಡು ಬಾರಿ ರೂ.25 ಸಾವಿರದಂತೆ ಪಾವತಿ ಮಾಡಿದ್ದೇನೆ. ಇಬ್ಬರು ವ್ಯಕ್ತಿಗಳಿಂದ ಸಾಲವನ್ನು ಪಡೆದುಕೊಂಡು ಪ್ರತಿವಾದಿಗೆ ಕೊಟ್ಟಿದ್ದೇನೆ. ಈ ದಾವೆಯ ಸಾಕ್ಷಿದಾರರಾದ ಗೋವಿಂದಪ್ಪ ಬದುಕಿದ್ದು ಆತನಿಂದ 25 ಸಾವಿರ ಪಡೆದುಕೊಂಡು, ಇನ್ನೊಬ್ಬ ವೆಂಕಟೇಶ ರೆಡ್ಡಿ ಈಗ ಮೃತರಾಗಿದ್ದು ಅವರಿಂದ ರೂ.25,000/- ಪಡೆದುಕೊಂಡು ಕೊಟ್ಟಿರುತ್ತೇನೆ”** (Witness continues stating he obtained money from others and paid the defendant Rs.25,000/- on two occasions; … Govindappa, a witness to this suit, is alive, from whom I took Rs.25,000/-, and the other, Venkateshareddy, has since died, from whom also I took Rs.25,000/- and gave it).

18. This is a startling and material departure from the pleaded case. Nowhere in the plaint, and nowhere in the affidavit filed in lieu of chief-examination, has the plaintiff stated that he himself had borrowed the very funds he claims to have lent to the defendant, or disclosed the identity of his own creditors. On being confronted, PW-1 candidly admitted: **"ನಾನು ನನ್ನ ಮುಖ್ಯ ವಿಚಾರಣೆಯಲ್ಲಾಗಲೀ ವಾದಪತ್ರದಲ್ಲಾಗಲೀ ಈ ಮೇಲೆ ಹೇಳಿದ ಗೋವಿಂದಪ್ಪ ಮತ್ತು ವೆಂಕಟೇಶ್ವಪ್ಪ ರವರ ಬಗ್ಗೆ ಉಲ್ಲೇಖ ಮಾಡಿಲ್ಲ"** (I have not made any mention, either in my chief examination or in the pleadings, of the above-said Govindappa and Venkateshwarappa). It is well settled that a party is bound by his pleadings and cannot travel beyond them, and that a case not pleaded cannot be made out for the first time through evidence. This un-pleaded improvement, volunteered only when the plaintiff was pressed on his own want of means, seriously erodes the credibility of his testimony taken as a whole.

19. What renders the matter graver still is that PW-1 himself admitted that even Ex.P1 contains no reference whatsoever to money having been routed to the defendant through Govindappa and Venkateshareddy: **"ನಿಪಿ-1 ರಲ್ಲಿ ಕೂಡ**

ಸದರಿ ಗೋವಿಂದಪ್ಪ ಮತ್ತು ವೆಂಕಟೇಶಪ್ಪರವರಿಂದ ಹಣವನ್ನು ಪ್ರತಿವಾದಿಗೆ ಕೊಡಿಸಿರುವ ಬಗ್ಗೆ ಉಲ್ಲೇಖ ಇಲ್ಲ". Yet, remarkably, the two persons now claimed to be the source of the loan money i.e, Govindappa and Venkateshareddy are not strangers to this litigation; they are the very persons who signed Ex.P1 as attesting witnesses. Govindappa is admittedly alive. Despite the execution of Ex.P1 being specifically denied by the defendant, and despite Govindappa being available and being, on the plaintiff's own latest version, a person with direct, first-hand knowledge of the transaction, the plaintiff chose not to examine him. Where the best available evidence on a disputed and vital fact is withheld without explanation, an adverse inference is liable to be drawn under Section 114, Illustration (g), of the Indian Evidence Act, 1872, that had such evidence been produced it would not have supported the case of the party withholding it. This inference tells heavily against the plaintiff in the present case.

20. A further, independent infirmity emerges on the question of identity. PW-1 admitted: **"ನಿಪಿ-1 ರಲ್ಲಿ ಮಟೇಶಪ್ಪ ಎಂದು ಉಲ್ಲೇಖ ಇದೆ ಎಂದರೆ ಸರಿ"** (It is correct that Ex.P1 refers to "Mateshappa"), but immediately conceded, **"ಪತ್ರದಲ್ಲಿ ಮಟೇಶಪ್ಪ ಉರುಫ್ ಮುನಿವೆಂಕಟಪ್ಪ ಎಂದು ಉಲ್ಲೇಖ ಇಲ್ಲ"** (There is no mention in the document as "Mateshappa alias Munivenkatappa"). The present defendant is sued and described throughout the pleadings as "Sri Matheshappa @ Munivenkatappa, S/o Sri Thimmarayappa"; Ex.P1, on the plaintiff's own admission, refers only to "Mateshappa" simpliciter, without the alias, and without corroborative particulars of parentage that would conclusively connect the executant of Ex.P1 to this very defendant. This discrepancy, admitted by PW-1 himself, leaves the identity between the executant of Ex.P1 and the defendant impleaded in the suit unestablished beyond PW-1's own bare and interested assertion.

21. On the question of who actually scribed Ex.P1, PW-1 admitted: **"ನಿಪಿ-1 ನ್ನು ಯಾರು ತಯಾರು ಮಾಡಿದ್ದಾರೆ ಗೊತ್ತಿಲ್ಲ ಅವರು**

ಮೃತರಾಗಿದ್ದಾರೆ" (I do not know who prepared Ex.P1; that person has died), and further, **"ನಿಪಿ-1 ರ ಪತ್ರ ಬರಹಗಾರ ಮೃತರಾಗಿರುವ ಕಾರಣ ಸಾಕ್ಷಿ ಮಾಡಿಸಲು ಸಾಧ್ಯವಿಲ್ಲ ಮತ್ತು ಅವರ ಹೆಸರು ನನಗೆ ಗೊತ್ತಿಲ್ಲ"** (Since the scribe of Ex.P1 has died, he cannot be examined as a witness, and I do not even know his name). With the scribe unidentified and unproved, and the sole surviving attesting witness Govindappa not examined despite being available, the execution of Ex.P1 rests on nothing beyond PW-1's own interested word, which, for the reasons already discussed, itself stands riddled with contradictions and un-pleaded improvements. PW-1 did assert in cross-examination that it is not correct that the defendant did not affix his thumb impression on Ex.P1 i.e, **"ನಿಪಿ-1 ಕ್ಕೆ ಪ್ರತಿವಾದಿ ಹೆಬ್ಬೆಟ್ಟು ಹಾಕಿಲ್ಲ ... ಎಂದರೆ ಸರಿಯಲ್ಲ",** but a bare denial of a suggestion, from an interested and already-impeached witness, cannot substitute for affirmative proof of execution through independent or attesting testimony.

22. Ex.P1 is the document styled "ಕರಾರು ಪತ್ರ" (Agreement Deed) dated 04.12.2010, propounded as the Loan Agreement said to have been executed by the defendant. It bears a thumb impression attributed to the defendant, said to be identified by the name "Mateshappa" written beneath it, and purports to bear the signatures of two attesting witnesses, Govindappa and Venkateshareddy. For the reasons discussed above under the oral evidence and non-examination of the sole available attesting witness, non-identification of the scribe, the discrepancy between the name in the document and the alias under which the defendant is sued, and the admitted absence of any corroboration of PW-1's capacity to advance the amount purportedly covered by the document i.e, the execution of Ex.P1 by the defendant cannot be said to stand proved merely upon its production and the bare, interested assertion of PW-1.

23. Independently of the above, Ex.P1 also suffers from want of proper stamping. On a specific question, PW-1 admitted that it is written upon a plain document-sheet and not on stamp paper: **"ದಾಸ್ತಾವೇಜಿನ ಹಾಳೆಯಾಗಿದ್ದು ಸ್ಟ್ಯಾಂಪ್ ಪೇಪರ್ ಅಲ್ಲ ಎಂದರೆ ಸರಿ"** (It is correct that it is written on a document sheet and not a stamp paper). He further admitted that proper stamp paper, as also a duly stamped on-demand promissory note, were readily and conveniently available near the very Taluk office where the document was executed, and that there was no difficulty whatsoever in procuring either: **"ಬಂಗಾರಪೇಟೆ ತಾಲ್ಲೂಕು ಕಚೇರಿಯ ಬಳಿ ಸ್ಟ್ಯಾಂಪ್ ಪೇಪರ್ ವಿತರಲಾ ಕೇಂದ್ರ ಇದೆ ಎಂದರೆ ಸರಿ... ಅಲ್ಲಿಂದ ಪಡೆದುಕೊಳ್ಳಲು ಯಾವುದೇ ತೊಂದರೆ ಇರಲಿಲ್ಲ. ಆನ್ ಡಿಮ್ಯಾಂಡ್ ಪ್ರೋನೋಟ್ ಪಡೆದುಕೊಳ್ಳಲು ಯಾವುದೇ ತೊಂದರೆ ಇರಲಿಲ್ಲ".** Yet, on his own admission, this Rs.50,000/- transaction was reduced to writing **"ನಂಬಿಕೆ ಮೇರೆಗೆ"** (on the basis of trust alone) upon an inadequately stamped sheet prepared by an unidentified, deceased scribe.

24. Under Section 34 of the Karnataka Stamp Act, 1957 corresponding, in pari materia, to Section 35 of the Indian Stamp Act, 1899, an instrument that is not duly stamped is inadmissible in evidence for the purpose of being acted upon or of proving the transaction it purports to record, unless the deficient duty together with penalty is paid and the instrument is impounded and validated in the manner provided by law which admittedly has not been done here, nor has any application to that effect been made by the plaintiff. It is true that once a document has been marked as an exhibit without a specific objection as to insufficiency of stamping being raised and adjudicated at the time of tender, that objection ordinarily cannot be reopened at the stage of judgment. That principle, however, protects mere procedural admissibility; it does not, and cannot, cure the independent and substantive question of proof of execution and genuineness, both of which remain squarely denied by the defendant and, for the reasons discussed above, unproved by the plaintiff. The insufficiency of stamping, seen together with the plaintiff's own admission that proper stamped instruments were conveniently available but were eschewed in favour of an unstamped document prepared "on trust" by an unidentified and now-deceased scribe, adds materially to the doubt surrounding the genuineness of Ex.P1.

25. Having regard to (i) the plaintiff's own admitted want of financial capacity to advance Rs.50,000/- as a lump sum; (ii) the un-pleaded, self-contradictory, and unproved explanation introduced for the first time in cross-examination regarding the source of the loan amount; (iii) the failure to examine the available attesting witness Govindappa, despite his being one of the very persons now claimed to have funded the transaction, warranting an adverse inference under Section 114 Illustration (g) of the Evidence Act; (iv) the admitted discrepancy between the name appearing in Ex.P1 ("Mateshappa") and the description/alias under which the defendant is sued ("Matheshappa @ Munivenkatappa"); (v) the non-identification of the scribe of Ex.P1; and (vi) the insufficient stamping of Ex.P1 coupled with the admitted easy availability of proper stamped instruments, this Court holds that the plaintiff has failed to prove that the defendant borrowed Rs.50,000/- as hand loan on 04.12.2010, or that the defendant executed Ex.P1 acknowledging such loan. Issue No.1 is accordingly answered in the **NEGATIVE.**

26. **Issue No.2:** PW-1's testimony on the question of interest is self-contradictory on its face. He first admitted that there was some discussion regarding 2% interest, though it does not find mention in Ex.P1: **"ಶೇಕಡಾ 2 ರೂ ಬಡ್ಡಿಗೆ ಮಾತುಕತೆಯಾಗಿರುತ್ತದೆ, ಸದರಿ ಬಡ್ಡಿಯನ್ನು ನಿಪಿ.1 ರಲ್ಲಿ ತೋರಿಸಿರುವುದಿಲ್ಲ"** (There was talk regarding 2% interest; the said interest is not shown in Ex.P1), and further admitted that there was no difficulty in having such an interest term recorded in the document itself: **"ಸದರಿ ಬಡ್ಡಿ ವ್ಯವಹಾರವನ್ನು ನಿಪಿ-1 ರಲ್ಲಿ ಬರೆಸಲು ತೊಂದರೆ ಇರಲಿಲ್ಲ".** Yet, in the very next breath, he stated the opposite - that no discussion regarding interest had taken place at all: **"ಬಡ್ಡಿ ವ್ಯವಹಾರದ ಬಗ್ಗೆ ಯಾವುದೇ ಮಾತುಕತೆ ಆಗಿರುವುದಿಲ್ಲ"** (No talk whatsoever took place regarding the interest transaction). This direct, unexplained self-contradiction on the very fact in issue renders his testimony on the interest claim wholly unreliable.

27. Ex.P1, even assuming without holding that it stood proved, is admittedly silent as to any stipulation for interest. Section 92 of the Indian Evidence Act, 1872 bars the plaintiff from adducing oral evidence to add to, vary, or supplement the terms of a written contract; once parties have chosen to reduce a transaction to writing, oral evidence of a further term such as interest dehors the document is inadmissible. For the all these reasons, and independently of the finding on Issue No.1, the plaintiff has failed to prove that the defendant agreed to pay interest at 2% per month on the principal amount. Issue No.2 is accordingly answered in the **NEGATIVE.**

28. Issue No.3: The defendant has, in para 11 of the Written Statement, pleaded in the abstract that the court fee paid is insufficient, without specifying the manner or extent of the alleged deficiency, and without reference to the specific provision of the Karnataka Court Fees and Suits Valuation Act, 1958 said to be attracted. The plaint, at para 8, states that the suit is valued at Rs.85,500/- for purposes of court fee and jurisdiction, being the amount of the money claim, and that ad valorem court fee has been paid thereon, which is the correct mode of valuation for a suit for recovery of money. The defendant, who chose to lead no evidence whatsoever in the suit, placed no material before the Court to substantiate the plea of deficiency. In the absence of any factual foundation demonstrated in evidence, the bare plea raised in the Written Statement cannot be given effect to. Issue No.3 is accordingly answered in the **NEGATIVE,** i.e., against the defendant the court fee paid is held to be sufficient for the relief claimed.

29. **Issue No.4:** The plaint pleads that the loan was advanced on 04.12.2010. A suit for money lent is governed by Article 19 of the Schedule to the Limitation Act, 1963, under which limitation runs for three years from the date the loan is made, i.e., up to 04.12.2013. Alternatively, since the plaint para 3 pleads an obligation to repay "whenever demanded", the transaction, if proved, would partake of the character of money payable on demand, to which Article 22 of the Schedule to the Limitation Act, 1963 would apply, limitation running three years from the date demand is made and refused- here, from the legal notice dated 20.02.2012 (Ex.P2), i.e., up to 20.02.2015. On either computation, the present suit, admittedly instituted on 02.12.2013, is well within the period of limitation prescribed by law. The defendant, who led no evidence to establish any earlier point of accrual of the cause of action or any circumstance that would advance the running of limitation to his advantage, has not discharged the burden that lay on him in raising this plea. Issue No.4 is accordingly answered in the **NEGATIVE.**

30. <u>Issue No.5:</u> The plaintiff's claim for the principal sum of Rs.50,000/-, interest of Rs.35,000/-, and notice charges of Rs.500/-, in all Rs.85,500/-, is founded entirely upon the alleged loan transaction and Ex.P1, both of which stand unproved under the findings recorded on Issues No.1 and 2 above. A suit for recovery of money cannot survive once its very foundation - the advancing of the loan and the execution of the document evidencing it - has failed of proof. The circumstance that Issues No.3 and 4 have been answered in favour of the plaintiff does not assist him, as those findings go only to the sufficiency of court fee and the question of limitation, and not to substantive proof of the debt itself. It is further relevant to note, though no specific issue was cast thereon, that the defence pleaded in paras 2 and 13 of the Written Statement that the plaintiff has not approached the Court with clean hands, and that the suit is a frivolous one filed out of ill-feeling between parties who had no talking terms for several years finds circumstantial support in the very infirmities discussed above, namely, the un-pleaded improvement regarding the source of funds, the non-examination of the available attesting witness, and the discrepancy in the defendant's name in Ex.P1. Issue No.5 is accordingly answered in the **NEGATIVE.**

31. **Issue No.6:** In view of the findings recorded on Issues No.1, 2 and 5 above, the suit deserves to be dismissed, as more fully set out in the operative portion below.

O R D E R

The suit filed by the plaintiff, is hereby **DISMISSED** with costs.

Draw decree accordingly.

*(Dictated to the Stenographer directly in the computer, typed by him, corrected and then pronounced by me in the Open Court on this the **10th day of August, 2026.**)*

CHANDRASHEKHAR ALABUR
Digitally signed by CHANDRASHEKHAR ALABUR
Date: 2026.08.10 16:19:35 +0530

(CHANDRASHEKHAR ALABUR)

I Addl. Civil Judge and J.M.F.C.,
Bangarpet

ANNEXURES

I. List of Witnesses Examined on Behalf of Plaintiff:

PW-1 : Sri. M. Ramesh (Plaintiff himself) - Affidavit in lieu of chief-examination filed on 25.03.2015; further chief-examination / marking of documents on 12.01.2022; cross-examined on 15.07.2026 and discharged.

II. List of Documents Marked on Behalf of Plaintiff:

Ex. P-1: Loan Agreement (ಕರಾರು ಪತ್ರ) dated 04.12.2010, purporting to be executed by the defendant acknowledging receipt of Rs.50,000/- as hand loan from the plaintiff, bearing thumb impression attributed to the defendant and signatures of attesting witnesses Sri Govindappa and Sri Venkateshareddy; marked on 12.01.2022 through PW-1.

Ex. P-2: Office copy of legal notice dated 20.02.2012 issued by plaintiff's counsel Sri P. Raghavan & Associates to the defendant, together with the returned/unserved postal cover; marked on 12.01.2022 through PW-1.

III. List of Witnesses Examined on Behalf of Defendant:

NIL. The defendant did not enter the witness box and did not examine any witness. Learned counsel for defendant submitted "no defendant evidence".

IV. List of Documents Marked on Behalf of Defendant:

NIL. No document was marked on behalf of the defendant.

CHANDRASHEKHAR ALABUR

Digitally signed by CHANDRASHEKHAR ALABUR
Date: 2026.08.10 16:19:43 +0530

I Addl. Civil Judge and J.M.F.C.,
Bangarpet