

KAKL400000412026



Presented on : 09.01.2026
Registered on : 12.01.2026
Decided on : **16.07.2026**
Duration : year/s month/s day/'s
00 06 07

IN THE COURT OF THE PRL. CIVIL JUDGE & JMFC,
AT MULBAGAL

: PRESENT :

Sri. **Harish. G.**, M.B.A., L.L.B.,
Prl. Civil Judge & JMFC., Mulbagal.

Dated this the 16th day of July, 2026.

O.S.No.29/2026

Plaintiff/s : **PRIYA FINANCE,**
Rept., by its Manager-
K.S. Surya,
Branch Manager,
Office at – Church road,
Teachers colony,
Mulbagal town.
HEAD OFFICE at;
Gopasandra village,
Tekal hobli,
Malur taluk, Kolar district.

(Reptd., by Sri.**M.V.**, Advocate)

-Vs.-

Defendant/s : Sri. Manikanta B.Y.,
S/o late Yallaiah,
Aged about 37 years,

Working as Dattari, AEE,
No.9, Sub-division,
Soladevanahalli,
BESCOM, Bengaluru,
R/a # 8,
Shantharaju building,
Near MCI school,
Maruthi Nagara,
Chikkabanavara,
Bengaluru- 560 090.

(Reptd., by Sri.**M.V.J.**, Advocate)

Date on which the plaint was presented	:	09.01.2026
Nature of the suit	:	Recovery of money
Date on which the evidence commenced	:	27.06.2026
Date on which the judgment pronounced	:	16.07.2026
Total duration	:	<u>Year/s</u> <u>Month/s</u> <u>Day/s</u> 00 06 07

(Harish G.)

Prl. Civil Judge & JMFC,
Mulbagal.

J U D G M E N T

The plaintiff has filed this suit for recovery of Rs.4,50,400/- and future interest from the date of suit till realization, with cost.

2. Plaintiff's case in brief is as follows ;

The plaintiff and defendant are in cordial relationship with each other since several years. The plaintiff approached the defendant for a hand loan of Rs.4,00,000/- in the 1st week of May 2024 for his family necessities and to clear old debt. Considering said request, the plaintiff has lent Rs.4,00,000/- to the defendant and has agreed to repay the same within one year along with interest at 70 paisa per month. Towards security of said loan, the defendant has executed an On demand promissory note and consideration receipt on 20.05.2024 agreeing to repay said loan of Rs.4,00,000/- along with interest at 70 paisa per month within one year. The defendant failed to pay Rs.4,50,400/- which include principle amount of Rs.4,00,000/- and interest of Rs.50,400/- at 1% per month from 20.05.2024 to 20.12.2025. The cause of action arose on 1st week of may 2024 and on 20.05.2024 and this Court is having jurisdiction to try this suit. Hence this suit.

3. In pursuance of suit summons, defendant appeared through his counsel and filed **written statement** inter-alia admitting entire averments of plaint as true and correct. The defendant specifically contended that he is ready to pay due amount of Rs.4,50,000/- in 20 monthly installments of Rs.22,500/- and prays to issue direction to Drawing officer, The Executive Engineer (Ele), BESCO, Jalahalli Division, Bangaluru- 5600097 to attach said amount in the net salary of

the defendant and same be remitted to the plaintiff by way of cheque/DD. With these terms, the defendant prays to decree the suit of the plaintiff.

4. On the strength of these pleadings and on the basis of documents produced by either parties, following issues are framed, they are.-

1. Whether plaintiff is entitled for relief sought for?
2. Whether the defendant permitted to pay Rs.4,50,000/- in 20 equal monthly installments as averred in para No.5 of his written statement?
3. What order or decree?

5. In order to prove his case, the manager of plaintiff concern is examined himself as PW.1 and got marked the documents at Ex.P1 to Ex.P3. On the other hand, the defendant neither cross examined PW.1, nor entered into the witness box.

6. Heard the arguments of learned counsel for plaintiff and defendant. Scrutinized oral as well as documentary evidence placed on record.

7. On scanning the evidence and having heard the arguments, my findings to the above issues are as under;

Issue No.1 : In the **Affirmative**

Issue No.2 : **Accordingly**

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

REASONS

8. **ISSUE No.1:** In order to substantiate his case, manager of plaintiff concern by name Sri.K.S. Surya examined himself as PW.1 and reiterated the averments of plaint in his examination-in-chief affidavit. In support of the oral testimony, he got marked the documents at Ex.P1 to P3. Ex.P1 is appointment and authorization letter dated 26.05.2023 issued in favour of PW.1 by the proprietor to represent the plaintiff concern in all legal judicial matters pertaining to Mulbagal branch. Hence, Ex.P1 is valid document to sue and represent PW.1 on behalf of plaintiff concern. Ex.P2 is money lending license issued in favour of proprietor of plaintiff concern "Priya Finance" to carry out money lending activities from 22.05.2023 to 07.11.2027 at Mulbagal Branch. Ex.P3 is an on demand promissory note stated to be executed by defendant for sum of Rs.4,00,000/- on 20.05.2024 which is duly attested by a witness.

9. As far as availment of loan of Rs.4,00,000/- and the defendant due to pay Rs.4,50,000/- to the plaintiff as alleged in the plaint is clearly and unequivocally admitted by the defendant in his written statement.

10. These assertions of the defendant in his written statement are nothing but admission on his part with regard to

alleged loan and amount due as asserted in the plaint by the plaintiff. It is needless to emphasis that Hon'ble Apex Court in its decision reported in **2002 SAR (Civil) 913 ("Epoch Enterrepots v. M. V. Won Fu")** which reads as under;

"Further reliance was placed on the decision of this Court in Nagindas Ramdas v.Dalpatram Ichharam alias Brijram and others (1974 (1) SCC 242), wherein this Court in paragraph 27 stated as regards the admissions of pleading the following;

". Admissions in pleadings or judicial admissions, admissible under Section 58 of the Evidence Act, made by the parties or their agents at or before the hearing of the case, stand on a higher footing than evidentiary admissions. The former class of admissions are fully binding on the party that makes them and constitute a waiver of proof. They by themselves can be made the foundation of the rights of the parties. On the other hand, evidentiary admissions which are receivable at the trial as evidence." are by themselves, not conclusive. They can be shown to be wrong."

11. At this stage it is relevant to reproduce **Order XII Rule 6** of CPC:

"6. Judgment on admissions.--(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced"

Order XII Rule 6 of CPC., confers discretionary power to a Court who "may" at any stage of the suit or on the application of any party or in its own motion and without waiting for determination of any other question between the parties makes such order or gives such judgment as it may think fit having regard to such admission.

12. Thus, legislative intent is clear by using the word "may" and "as it may think fit" to the nature of admission. The said power is discretionary which should be only exercised when specific, clear and categorical admission of facts and documents are on record, otherwise the court can refuse to invoke the power of Order XII Rule 6 of CPC. The said provision has been brought with intent that if admission of facts raised by one side is admitted by the other, and the court is satisfied with the nature of admission, then the parties are not compelled for full-fledged trial and the judgment and order can be directed without taking any evidence.

13. Admittedly, there is unequivocal and distinct admission by the defendant in his written statement with regard to claim of the plaintiff. Hence no further discussion is necessary in that regard. Therefore, I am of the considered opinion that the plaintiff has established his case of borrowing a

sum of Rs.4,00,000/- by defendant by executing Ex.P3 and is liable to pay Rs.4,50,000/-. Accordingly, **Issue No.1** is answered in the **Affirmative**.

14. **ISSUE No.2:** While answering issue No.1, this court has held that the plaintiff is entitled for relief sought in the suit. The defendant in his written statement not only admitted the claim of the plaintiff, but has also sought for repayment of the same in 20 monthly installment of Rs.22,500/- each by deducting from his salary and has provided the details of his drawing officer. Since, the suit is for recovery of money, various mode of recovery is prescribed to enforce the decree by filling execution petition. Hence, the plaintiff is liberty to recover the decretal amount as per law including mode suggested by the defendant himself. At this stage, there is no any oral and documentary evidence as to what is income of the defendant and the mode suggested by the defendant is within the legal framework or not cannot be adjudicated. Hence, the plaintiff is at liberty to recover the due amount as per written statement averments in execution proceedings. With these observations, **Issue No.2** is answered **accordingly**.

15. **ISSUE No.3:** In view of the discussion made while discussing issue No. 1 to 5, I proceed to pass the following;

ORDER

Suit of the plaintiff is hereby **decreed** with costs, in following terms;

The defendant is directed to pay Rs.4,50,400/- (*Rupees four lakh fifty thousand four hundred only*) to the plaintiff along with interest @ 0.70% p.m. from the date of suit till realization.

It is further held that, the plaintiff is entitled to recover the same as averred in the written statement by following due process of law.

Draw decree accordingly.

(Dictated to the Stenographer Grade-III directly on computer, print out taken by him, corrected, signed and then pronounced by me in the Open Court on this **16th day of July, 2026**).

(Harish G.)

Prl. Civil Judge & JMFC, Mulbagal.

ANNEXURE

List of witnesses examined on behalf of plaintiff:

PW.1 : K.S. Surya,
Branch Manager

List of documents got marked on behalf of plaintiff:

- Ex.P1 : Appointment/Authorization letter,
dated 26.05.2023.
- Ex.P2 : Money Lending licence, dated 22.05.2023
- Ex.P3 : On demand promissory note,
dated 20.05.2024

List of witnesses examined on behalf of defendant: - N I L -

List of documents marked on behalf of defendant: - N I L -

(Harish G.)

Prl. Civil Judge & JMFC, Mulbagal