KAMD300003462022

IN THE COURT OF THE I-ADDITIONAL SENIOR CIVIL JUDGE AND JMFC, MADDUR

PRESENT : *MOHANAKUMARI N.B., L.L.M.*
I-ADDITIONAL SENIOR CIVIL JUDGE AND JMFC,
MADDUR, MANDYA DISTRICT

DATED: THIS THE 03rd DAY OF AUGUST 2026

R.A. No.10/2022

1	Smt. Rathna, W/o Late. C. Basavegowda, Aged about 46 years
2	N.B. Kirankumar, S/o Late C. Basavegowda, Aged about 28 years.
	N.B. Swetha, D/o Late C. Basavegowda, All are R/at Nilakantanahalli Village Kasaba Hobali Maddur Taluk Mandya District.

	....APPELLANTS
	(Defendants before the Trial Court)
	(Represented by Sri. AS., Adv.,)

V/s.

	K. Lokesha, S/o Kaverigowda, Aged about 32 years R/o No.790, KEB road, Koppa Village, Maddur Taluk, Mandya District.
	....RESPONDENT
	(Plaintiff before the Trial Court)
	(Represented by Sri HM., Adv.,)

Date of institution of Appeal	Filed on 16.03.2022
Date and nature of impugned Judgment and Decree.	Judgment and decree dated 28.01.2022 in OS No.91/2009 passed by learned Prl. Civil Judge and JMFC, Maddur, decreeing the suit of plaintiff.
Date of pronouncement of Judgment	03.08.2026
Total Duration	Year/s Month/s Day/s 04 04 18

JUDGMENT

The defendants in OS No.91/2009 have filed this appeal challenging the Judgment and Decree dated 28.01.2022 passed by the learned Prl. Civil Judge and JMFC, Maddur, whereby the suit of the plaintiff for recovery of money is decreed with costs. The appellants have sought for setting aside the impugned judgment and decree.

2. For the sake of convenience, the parties are referred herein as per his ranks before the Trial Court.

3. The case of the plaintiff before the trial Court is that the father of the defendant No.2 and 3 and the husband of the defendant No.1 by name C. Basavegowda borrowed loan of Rs.90,000/- from the plaintiff on 24.04.2006, promising to repay the same with interest at the rate 18% per annum on the demand of the plaintiff and executed on demand promissory

note with consideration received in favour of the plaintiff. He during his lifetime failed to repay the loan amount with interest as agreed to the plaintiff. He died on 06.10.2006 leaving behind the defendants as his legal heirs. The plaintiff approached the defendants to repay the loan amount with interest. But they have postponed payment. Therefore plaintiff issued notice to the defendants calling upon them to make payment. Thereafter also the defendants failed to repay the loan. The defendants being legal heirs of deceased borrower have stepped into the all assets of the deceased borrower. Therefore they are liable to pay suit loan to the plaintiff. Hence the plaintiffs filed suit for recovery of Rs.1,39,600 with interest at the rate 18% per annum from the date of suit till realisation.

4. In response to the suit summons, the defendants in their written statement denied the entire case of the plaintiff as false. It is their specific case that the father of the defendant No.2 and 3 and the husband of the defendant No.1 never borrowed suit loan from the plaintiff. There was no legal necessity for him to borrow such huge loan. He was not an intelligent person and he did not have worldly knowledge. He never crossed the words of defendant No.1 and not at all did any work independently or individually without the consent and knowledge of the defendant No.1. The alleged suit promissory note is created and concocted by the plaintiff in collusion with the witnesses. The signatures found in suit promissory note are not at all the signatures of the husband of the defendant No.1. Hence it is prayed to dismiss the suit.

5. In view of the above pleadings, the Trial Court framed the following;

ISSUES

1) *Whether the plaintiff proves proves that, the husband of 1st*

defendant C. Basavegowda borrowed Rs.90,000/- on 2.4.2006 by executing pronote and consideration receipt with the interest of the 18 percent per annum?

2) *Whether the plaintiff proves that defendants are liable to pay the debt of said C. Basavegowda?*

3) *Whether the plaintiff is entitled for recovery of Rs. 1,39,600/- with interest 18% per annum as prayed for?*

4) *What order or decree?*

6. During the course of trial, the PA holder of the plaintiff deposed as PW1 and examined two witnesses as PW2 and 3 and got marked 7 documents as Ex.P1 to P7. The defendant No.1 deposed as DW1.

7. After considering and appreciating the evidence and material on record, the Trial Court decreed the suit of the plaintiff vide judgment and decree dated 28.01.2022 by answering issues No.1 and 2 in the Affirmative, issue No.3 partly in the Affirmative by holding that the plaintiff has successfully proved the execution of promissory note by the deceased borrower.. Accordingly, it is held that the plaintiff is entitled to recover suit claim form the defendants.

8. Aggrieved by the said judgment and decree dated 28.01.2022 passed by the learned Prl. Civil Judge and JMFC, Maddur, the defendants have preferred this appeal.

9. The Trial Court records has been secured. Heard arguments of learned counsels for Appellant and respondent.

10. The appellants/defendants have urged and argued that the trial the trial Court passed the impugned judgment and decree in hurry without hearing the appellants satisfactorily under the principles of natural justice. The judgment and decree is against to the evidence available and principles of natural justice. The trial Court failed to understand the confusing statements given by the plaintiff witnesses during cross-examination made on behalf of the appellants. The trial Court failed to consider the admissions given by plaintiff witnesses and relevant facts stated by the defendants' witnesses. The trial Court failed to give sufficient opportunity to the defendants to lead their evidence. It has failed to consider that the husband of defendant No.1 was employee and he was financially well and there was no legal necessity to him to borrow loan. The trial Court failed to consider that the education of defendant No.2 and 3 was completed in the year 2004 and the marriage of the defendant No.3 was performed in the year 2007. Therefore the reasons for borrowing alleged suit loan mentioned in the suit is false and created. The plaintiff's witnesses are not from the locality and they were not known to the deceased borrower. They, by colluding with the plaintiff, created false story for unlawful gain. The trial Court failed to consider that the plaintiff has not produced relevant documents to prove his financial capacity to lend suit loan. The trial Court wrongly relied the statement given by the defendant witnesses in respect of compromise of the suit, and by relying on the same at para number 18 of the judgment, the trial Court passed judgment in favour of the plaintiff. The same is against to law. There are suspicious circumstances in execution of Exhibit P1 document. The trial Court failed to consider the same. Therefore, it is prayed to set aside the judgment and decree passed by the trial Court or to remand the case to decide the same by giving opportunity to the appellants under principles of natural justice.

11. Having considered the pleadings, evidence on record, the impugned judgment and decree, the grounds urged in the appeal and arguments put forth, the following point has been formulated for consideration:

1) Whether the impugned judgment and decree warrants any interference?

12. Having heard the arguments advanced by the learned counsels for the appellant and respondent and having considered the materials on record, the aforementioned point is answered as follows*:*

Point No.1 : In the Negative for the following;

: REASONS :

13. **POINT No.1:-** The plaintiff filed suit before the trial Court for recovery of money on the basis of promissory note said to have been executed by the husband of defendant No.1 and the father of defendant No.2 and 3. The defendants in their written statement denied the execution of promissory note and borrowing of loan by the deceased Basavegowda C. The plaintiff in order to prove promissory note examined one witness as PW2. The PW2 in his evidence deposed that he is a witness to Exhibit P 2 promissory note and Ex.P3 consideration receipt, and he witnessed the deceased borrower signing Exhibit P2 and Exhibit P3 documents. The PW3 is Agreement holder of Exhibit P7 agreement of sale. He got marked signature of the deceased borrower as Exhibit P.7(a) and stated that the husband of the defendant No.1 executed the said agreement of sale in his favour. The plaintiff has produced Exhibit P8 and 9 documents, which are RTC Extracts standing in the name of defendant No.1, to prove that the defendant No.1 succeeded the estate of the deceased and immovable properties of the deceased. Nothing contrary is elicited from the plaintiff witnesses. The plaintiff has proved execution of Exhibit P2 promissory note and Exhibit P3 consideration receipt. The trial Court granted sufficient opportunity to the defendants to lead evidence. The defendant No.1 is examined as DW1. The defendants have not produced relevant evidence and not adduced relevant oral evidence to prove the contrary. Therefore, the judgment and decree passed by the trial Court decreeing the suit of the plaintiff for recovery of money is in accordance with law. Hence, it does not require any interference by this court. Accordingly, ***point No.1 is answered in the Negative***. As a result, it is just and proper to pass the following ;

ORDER

The appeal filed by the Appellants/Defendants in O.S.No.91/2009 under Order 41

Rule 1 of CPC is hereby dismissed with costs.

The judgment and decree passed by learned Prl. Civil Judge and JMFC, Maddur in OS No.91/2009 dated 28.01.2022 is hereby confirmed.

Draw the decree accordingly.

Return the Trial Court Records along with a copy of this Judgment.

(Dictated partly to the Stenographer directly on computer, corrected by me and then pronounced in the open Court on this the 3rd day of August, 2026)

(MOHANAKUMARI N.B.)
I-ADDITIONAL SENIOR CIVIL JUDGE
& JMFC, MADDUR