

KAMD710005292025



**IN THE COURT OF PRL. SENIOR CIVIL JUDGE AND
J.M.F.C., SRIRANGAPATNA**

:Present :

**Sri. Mohanagowda M.E.
B.A.,LL.B.
Prl. Senior Civil Judge & J.M.F.C.,
Srirangapatna**

S.C.No.9/2025

Dated 13th day of August 2026

Plaintiff : Gangadhar,
S/o late Javaregowda,
aged about 62 years,
R/at Rampura village,
K.Shettahalli Hobli,
Srirangapatna Taluk.

(By Sri.S.S.P, Advocate)

V/s

Defendant : R.N.Suresha,
S/o late Nagaraju,
aged about 47 years,
R/at Rampura village,
K.Shettahalli Hobli,
Srirangapatna Taluk.

(Exparte)

Date of institution of suit:	29.04.2025
Nature of suit:	Money Suit
Date of commencement of evidence:	18.06.2026
Date of Judgment:	13.08.2026
Total duration:	Years Months Days 01 03 14

**(Mohanagowda M.E.)
Prl. Sr.Civil Judge & J.M.F.C.,
Srirangapatna**

JUDGMENT

The plaintiff has filed the present suit for recovery of a sum of Rs.81,000/- along with interest from the date of suit till realization.

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

On 05.05.2022, the defendant availed a loan of ₹50,000/- from the plaintiff for his legal necessities and agreed to repay the said amount with interest at the rate of 2% per month. In this regard, the defendant executed an On-Demand Promissory Note on the same day. Despite repeated demands, the defendant failed to repay the loan amount as agreed. The plaintiff issued a legal notice dated 20.07.2024

by Registered Post Acknowledgment Due (RPAD), but the notice was not duly served upon the defendant. Hence, the suit.

3. After registration of suit, the suit summons was issued to the defendant, after service of summons defendant failed to appear before the court, hence they were placed ex-parte.

4. In support of the case of plaintiff, PW-1 was examined and Ex.P-1 to Ex.P-3 got marked.

5. Heard the arguments and perused the records.

6. The following points arise for consideration before this Court:-

- 1) Whether the plaintiff proves that the defendant has availed a sum of Rs.50,000/- on 05.05.2022?
- 2) Whether the plaintiff further proves that the defendant has not repaid the amount as agreed and he is liable to pay a sum of Rs.81,000/- along with interest at the rate of 2% per month?
- 3) Whether the plaintiff is entitled for the relief as sought for?
- 4) What order or decree?

7. The findings of this court to the above points are as follows:-

Point No.1 :- In the Affirmative
Point No.2 & 3 :- Partly in the Affirmative
Point No.4 :- As per final order
for the following:-

:-REASONS :-

Point No 1 to 3:

8. To avoid the repetition of facts and reasoning Point No.1 to 3 are taken up together for common discussion, since they are interconnected under the same set of facts.

9. The case of plaintiff is already narrated at the inception of this judgment hence, without repeating the same, I proceed to appreciate the material evidence on records.

10. In order to substantiate the averments in pleadings, PW1 reiterated the averments made in the plaint during the examination-in-chief and marked several documents. The oral evidence adduced by the petitioner stands corroborated by the documentary evidence on record. In support of the plaintiff's case, Ex.P-1 to Ex.P-3 got marked. Ex.P-1 is On Demand Promissory Note & Consideration receipt, Ex.P-2 is Office copy of legal notice and Ex.P-3 is un-served postal cover.

11. I have carefully perused the documents placed by the plaintiff. On careful perusal of the above-said documents,

it appears that the defendant availed a loan and also agreed to repay the amount along with interest.

12. In the present case, the defendant failed to contest the case. As such evidence on record remained unchallenged and stands un-rebutted. There is no contra evidence lead by defendant. The oral evidence coupled with the documentary evidence fully corroborated the version of plaintiff. The defendant did not challenge the said documents and failed to take specific defence. Hence, there is no ground to disbelieve the version of the plaintiff. Under such circumstances, when absolutely no rebuttal materials from the defendant with regard to the suit, I am inclined to accept the case put forward by the plaintiff. Hence, I am of the opinion that defendant is liable for the amount due to the plaintiff.

13. I have carefully perused the materials on record. The defendant failed to file Written statements, as per Order VIII Rule 10 the court can pass judgment against the defendants if they failed to file written statements within stipulated time. In view of the above provision there is no bar to allow the present suit as the defendant impliedly admit the claim of plaintiff by not filing written statements.

14. Further, the suit is within the prescribed period of limitation and hence plaintiff is entitled for the decree as prayed for.

15. Further, it is also significant to note that the document on which case is based is a negotiable instrument and the plaintiff is entitled for the benefit of presumption under Section.118 of Negotiable Instruments Act. Under Sec.118 a presumption shall be raised regarding consideration, date, acceptance, transfer, endorsements and regarding the holder in due course of Negotiable Instruments. These presumptions are mandatory presumptions that are required to be raised in case of Negotiable Instruments. These presumptions are not conclusive presumptions, but are rebuttable. As these presumptions are mandated by the law they are to be raised in every case affecting Negotiable Instruments. Such being the case it is for the defendants to rebut the presumption under Sec.118 of Negotiable Instruments Act not by mere plausible explanation, but by cogent evidence. Under such circumstances, when absolutely no rebuttal materials from the defendant with regard to the suit loan transaction, I am inclined to accept the case put forward by the plaintiff.

16. It is a settled position of law that on the aspects relating to the preponderance of probabilities, the defendant has to bring on record such facts and such circumstances which may lead the Court to conclude either that the consideration did not exist or that its non-existence was so probable that a prudent man would, under the circumstances of the case, act upon the plea that the consideration did not exist. Though there may not be sufficient negative evidence

which could be brought on record by the defendant to discharge the burden, yet mere denial would not fulfill the requirements of rebuttal as envisaged under Section 118 of the Negotiable Instrument Act. After drawing the presumption under Section 118 of the NI Act, the onus is shifted to the defendant and unless the defendant had discharged the onus by bringing on record such facts and circumstances as to show the preponderance of probabilities tilting in his favor, the court can't doubt the plaintiff case. In the present case, the defendant has not contested the case to rebut the presumptions and there are no sufficient reasons to disbelieve the version of plaintiff.

17. In *Canara Bank v. B. Seshagiri Prabhu*, (1984) 1 Kant LJ 121 the Hon'ble High court held that the trial court Under Section.34 of C.P.C has the discretion to decide the 'current' or 'pendente-lite interest' and 'further' interest. The transaction is not arising out of commercial transaction, hence considering the same this court deems it proper to award 6% current and future interest.

18. In view of the above reasons this court holds Point No.1 in the Affirmative, Point No.2 and 3 partly in the Affirmative.

Point No.4:-

19. In view of above reasoning and findings on point No.1 to 3, this court proceeds to pass the following: -

ORDER

Suit of the plaintiff is partly decreed with costs.

The defendant is liable to pay a sum of Rs.81,000/- (Rupees Eighty One Thousand Only) together with interest at the rate of 6% p.a. from the date of suit, till realization.

Draw decree accordingly.

(Dictated to the stenographer, typed by stenographer directly on computer, after corrections, pronounced in the open Court on 13th day of August 2026)

**(Mohanagowda M.E.,)
Prl. Senior Civil Judge & J.M.F.C.,
Srirangapatna**

ANNEXURE

1. List of plaintiff side witnesses:-

PW.1 : Gangadhara

2. List of documents produced by plaintiff:-

Ex.P-1 : On Demand Promissory Note &
Consideration receipt

Ex.P-2 : Office copy of legal notice

Ex.P-3 : Un- served postal cover

3. List of witnesses examined on defendant side:-

-Nil-

4. List of documents produced by defendant:-

-Nil-

(Mohanagowda M.E.)
Prl. Senior Civil Judge & J.M.F.C.,
Srirangapatna