

KAMS210010192023



IN THE COURT OF THE PRL.CIVIL JUDGE AND JMFC
AT H.D.KOTE

:PRESENT:
SANTHOSHA KOTARI, B.A.L.LB.,
Prl.Civil Judge and JMFC.,
H.D.Kote.

Dated this the 25th day of March 2026

ORIGINAL SUIT NO.391/2023

PLAINTIFF	Sri.B.Chaluvegowda S/o.Late.Bettegowda, Aged about 48 years, R/at Belaganahalli Village, Kasaba Hobli, H.D.Kote Taluk, Mysuru District.
	(By Sri.S.M.Pradeep and Manjunath M, Advocates)
	V/s
DEFENDANT	Sri.Kyathanayaka S/o.Late.Sannappanayaka Aged about 38 years, R/at Hanumanthanagara 1 st Main, H.D.Kote Town, H.D.Kote Taluk, Mysuru District.
	(By Sri.Nagesh R., Advocate)

Date of Institution	06.10.2023		
Nature of the Suit	Money Suit		
Date of Commencement of recording of Evidence	13.11.2025		
Date of Pronouncement of Judgment	25.03.2026		
Total Duration	Year/s 02	Month/s 05	Day/s 19

(SANTHOSHA KOTARI)
Prl.Civil Judge & J.M.F.C.,
H.D.Kote.

J U D G M E N T

This suit is filed by the plaintiff against the defendant for recovery of money of Rs.1,28,340/- together with interest at the rate of 1.5 % per month from the date of suit till the date of realization.

2. **The brief facts of the plaintiff's case are as under:**

According to the plaintiff, on 23.11.2020 the defendant had approached the plaintiff for hand loan of Rs.80,000/- for his legal necessities i.e., for family necessities and to repay the hand loan by agreeing to repay the same with interest at the rate of 1.50% per month in the earliest time. Considering the need of the defendant on 23.11.2020 the plaintiff had lent a loan of Rs.80,000/- to the defendant. Further, on the same day the defendant has executed an on

demand pronote in favour of the plaintiff in presence of the witnesses acknowledging the receipt of the said loan and undertaking to repay the same as and when demanded by the plaintiff. However, inspite of repeated demands and requests, the defendant has failed to repay the same in agreed time. Thereafter, on 17.08.2023 the plaintiff has issued a legal notice calling upon the defendant to repay the loan with agreed interest. It is further averred that even after service of said notice, the defendant had not chosen to repay the loan amount nor replied to the said legal notice. Hence, he constrained to file the present suit for recovery of money.

3. After registering the suit, the suit summons was issued to the defendant and he appeared through his counsel. Further, the defendant has filed detailed written statement partly denying the plaint averments and stated that the suit filed by the plaintiff is neither maintainable under law nor on facts, as such, same is liable to be dismissed. It is submitted that the defendant is a coolie worker. The defendant for his legal necessities has borrowed a sum of Rs.20,000/- loan from the plaintiff during the year 2020. Further the defendant has repaid total amount of Rs.4,000/- to the plaintiff by paying Rs.200/- per day. The defendant was working in Srinivasa Bar on daily wage basis. Thereafter due to Covid-19

Pandemic, the government has declared lock down throughout the state and accordingly, he lost work in said Srinivas bar and thereafter, he was unable to repay the remaining amount. It is further submitted that at the time of lending loan, the plaintiff has fraudulently obtained on demand pronote and now the plaintiff has filed this false suit by misusing the said pronote. It is further contended that, the plaintiff is doing money lending business by charging interest at the rate of 5 to 10% for Rs.100/- per month. At the time of lending loan, the plaintiff has deducted Rs.2000/- towards interest and he has given only Rs.18,000/-. The defendant is ready to repay an outstanding loan amount of Rs.16,000/- with accrued interest to the plaintiff. The defendant has not executed any on demand pronote in favour of the plaintiff. For all these reasons, he prayed to dismiss the suit with exemplary cost.

4. On the basis of the pleadings of the parties the court has framed the following;

ISSUES

1. *Whether the plaintiff proves that the defendant has borrowed the loan of Rs.80,000/- by executing On Demand Pronote?*
2. *Whether the defendant prove that plaintiff has filed this false suit by misusing the blank signed Pronote?*

3. *Whether the plaintiff is entitled to recover the amount from the defendant basing on the suit Pronote?*

4. *To what relief is the plaintiff entitled?*

5. In order to prove his case, the plaintiff examined himself as PW-1 and produced as many as 4 documents and they are marked as Ex.P1 to P4. Though the defendant has filed his written statement denying claim of the plaintiff, he has not stepped into the witness box and lead his evidence to counter the case of the plaintiff.

6. Heard counsel for plaintiff on merits. However, despite of giving sufficient time, the defendant remained absent and not canvassed his argument on merits. Perused the entire records.

7. My findings to the above Issues are as under:

Issue No.1: In the Affirmative,

Issue No.2: In the Negative,

Issue No.3: Partly in the Affirmative,

Issue No.4: As per final order for the
Following;

:R E A S O N S:

8. Issue No.1 to 3:- This court has taken all these three issues together for consideration as they are interlinked with each other to avoid the repetition of reasoning.

9. This is suit filed by the plaintiff against the defendant for recovery of an amount of Rs.1,28,340/- along with an interest and cost.

10. It is the case of the plaintiff that the defendant had availed loan from him for his urgent needs and failed to repay the same, hence the present suit is filed. The burden is on the plaintiff to establish the facts pleaded in the plaint. In order to substantiate the same, the plaintiff has examined before the court as PW-1. He filed affidavit in lieu of his examination-in-chief, wherein he has reiterated the plaint averments, hence, repetition is not necessary. Further, the PW-1 in support of her oral evidence has produced as many as 4 documents and they are marked as Ex.P1 to Ex.P4. Ex.P1 is an On demand pronote dated 23.11.2020 executed by the defendant in favor of the plaintiff, Ex.P2 is office copy of legal notice dated 17.08.2023 issued by the plaintiff to the defendant and Ex.P3 is postal receipt for having sent the legal notice to the defendant and Ex.P4 is postal acknowledgment card. In support of his claim, the plaintiff is mainly relying upon On demand pronote dated 23.11.2020 executed by the defendant in his favor at Ex.P1. On the other hand, though initially the defendant has appeared through his Counsel and filed written statement denying the claim of the plaintiff, thereafter he remained absent and not cross examined the PW-1 and adduced his evidence.

11. This Court has carefully perused the materials on record in order to ascertain whether the defendant has obtained the said loan from the plaintiff?. On careful perusal of the Ex.P1 and 2, it is very clear that on 23.11.2020 the defendant has executed an on demand pronote as per Ex.P1 in favour of the plaintiff and borrowed a loan of Rs.80,000/-. It is also pertinent to note that as per said document, the defendant has agreed to repay the said loan with an interest at the rate of 1.5% per month. Further, Ex.P2, office copy of the legal notice issued to the defendant reveals that he has not repaid the said loan with an agreed interest to the plaintiff.

12. Further, though initially the defendant has appeared before the Court and filed written statement denying the case of the plaintiff, despite of giving sufficient time, the defendant remained absent and has not cross examined the PW-1. Thereafter despite of giving sufficient opportunity, the defendant has not lead any evidence and accordingly as per the order dated 13.03.2026 evidence on behalf of the defendant was taken as nil. It clearly shows that, though the defendant has filed written statement partly denying the case of plaintiff, however, thereafter, the defendant has not contested the suit and has not cross examined the PW-1. Accordingly the evidence lead by the PW-1 remained unchallenged and uncontroverted. Though initially the defendant appeared through his counsel and filed written

statement partly denying the plaint averments, in spite of giving sufficient opportunities he has not chosen to cross examine the PW-1 and not even lead any evidence to contradict the case of the plaintiff as such, the plaintiff's case remain unchallenged. Thus, there are no materials on record to disbelieve the case of the plaintiff.

13. Further, though the defendant in his written statement has taken a contention that he has borrowed only sum of Rs.20,000/- loan from the plaintiff during the year 2020 and he repaid total amount of Rs.4,000/- and he is in due of only Rs.16,000/- with accrued interest, however, he has not taken any pain to prove the said fact by entering in to witness box and leading defence evidence and producing cogent documentary evidence to substantiate his stand. It is settled principles of law that bare pleadings of the parties without any oral or documentary evidence to substantiate the facts stated in pleading cannot be considered. At this stage it is also apt to refer to the decision rendered by the Hon'ble Supreme Court of India reported in **AIR 1999 SC 1441** between Vidhyadhar V/s. Mankikrao and another. In the said decision, the Hon'ble Supreme Court of India has observed in para no.16 that:

“ Where a party to the suit does not appear into the witness box and states his own case on oath and does not offer himself to be cross-examined by the

other side, a presumption would arise that the case set up by him is not correct.”

14. The said decision is aptly applicable to the case on hand. In the present case at hand also, the defendant has not chosen to enter in to witness box and state his case on oath and he does not offer himself for cross examination. Hence, the contention taken by the defendant cannot be acceptable and it has to be presumed that the plaintiff has proved his case. Hence this Court is of the opinion that the plaintiff has proved that on 23.11.2020, the defendant had obtained a loan of Rs.80,000/- and agreed to repay the same with an interest at the rate of 1.5% per month by executing relevant necessary document.

15. The plaintiff has sought for an interest at the rate of 1.5% per month from the date of loan till its realization. It is pertinent to mention here that as per the document produced by the plaintiff at Ex.P1 the agreed rate of interest is 1.5% per month and the defendant had agreed to repay the said loan amount on demand. However, the defendant has failed to repay the said loan amount with an interest as agreed by him and become defaulter in repaying the said loan amount, as such, he is liable to pay the said rate of interest of 1.5% per month on principal loan amount of Rs.80,000/- from the date of loan till the date of filing the suit. Further, it is pertinent to mention here that the

transaction stated in the plaint is of the year 2020 and the defendant had availed financial help of Rs.80,000/- and till today he has not repaid any amount. Having regard to the relationship between the parties, nature of the transaction and facts and circumstances of the case, this court is of the opinion that it is just and proper to award an interest at the rate of 8% p.a on principal loan amount of Rs.80,000/- from the date of suit till the date of realization. Hence, in view of above discussion, **Issue No.1 is answered in the 'Affirmative', Issue No.2 is answered in the Negative and Issue No.3 is answered partly in the 'Affirmative.'**

16. Issue No.4: For the aforesaid discussion on issue no.1 and 2, this Court proceeds to pass the following;

ORDER

The suit of the plaintiff is partly decreed with costs.

The defendant is liable to pay Rs.1,27,340/- to the plaintiff together with an interest at the rate of 8% per annum on principal loan amount of Rs.80,000/- from the date of suit till its realization.

The defendant is hereby directed to pay the entire suit claim amount within two months from the date of

judgment, failing which, the plaintiff is entitled to recover the same in accordance with law.

Draw decree accordingly.

(Dictated to the Stenographer directly on the Computer and typed by her, corrected by me and then pronounced in the Open Court on this the **25th day of March 2026**)

(SANTHOSHA KOTARI)
Pr1.Civil Judge and JMFC.,
H.D.Kote

ANNEXURE

Witnesses examined for the Plaintiff/s:

PW-1: B.Chaluvegowda

List of Documents marked on behalf of the Plaintiff/s:

Ex.P1 : On demand pronote dated 23.11.2020

Ex.P2 : Office copy of legal notice

Ex.P3 : Postal receipt

Ex.P4 : Postal Acknowledgment card

Witnesses examined for the Defendant/s:

-Nil-

List of Documents marked on behalf of the Defendant/s:

-Nil-

(SANTHOSHA KOTARI)
Pr1.Civil Judge & JMFC.,
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