KAMS400012012025

IN THE COURT OF THE SENIOR CIVIL JUDGE & JMFC AT KRISHNARAJA NAGARA

PRESENT: **Sri. Aravindra B.C., *B.A., L.L.B.,***
Senior Civil Judge & JMFC,
Krishnaraja Nagara

Dated this the 08th day of June, 2026

S.C.No. 32/2025

Sri. Chowrappa,
S/o Late Antappa,
Aged about 73 years,
R/at: Christian Koppalu
(Doddekoppalu) village,
Kasaba Hobli,
K.R.Nagar Taluk,
Mysuru District.

.....Plaintiff

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

-Versus-

1. Smt. Thayamma,
W/o Late Siddaiah,
Aged about 55 years.

2. Sri. Paramesha,
S/o Late Siddaiah,
Aged about 26 years.

3. Ranjitha,
S/o Late Siddaiah,
Aged about 24 years.

All are R/at:
Kumbarakoppalu village,
Kasaba Hobli,
K.R.Nagar Taluk,
Mysuru District.

.....Defendants

(Exparte)

Date of Institution of the suit	29.09.2025
Nature of the suit (Suit on pronote, suit for declaration and possession, suit for injunction, etc.,)	Money Suit
Date of commencement of recording of evidence	10.04.2026
Date on which judgment is pronounced	08.06.2026
Total Duration	Years 00 Months 08 Days 10

(ARAVINDRA B.C.)
SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGAR.

J U D G M E N T

This suit is filed by the plaintiff against the defendants for recovery of money of Rs.86,000/- with interest at the rate of 6% per month from the date of suit till realization of the entire suit claim with costs.

2. It is the case of the plaintiff is that, the plaintiff and defendants are well known to each others. Based on the said acquaintance, the defendants have approached the plaintiff for loan of Rs.50,000/- on 28.09.2022 for their legal necessities. Accordingly, the plaintiff has advanced the loan amount of Rs.50,000/- on 28.09.2022 with interest at the rate of 2% per month to the defendants and on the said date, they have executed On-Demand Promissory Note and Consideration Receipt agreeing to repay the said amount of Rs.50,000/-. Thereafter, the plaintiff had requested the defendants on several occasions to repay the said sum along with the interest. Thereafter also, the defendants have not come forward to pay the either principal amount or interest. Hence, the plaintiff has filed this suit for recovery of Rs.86,000/- with interest at the rate of 6% on the

principal amount of Rs.50,000/- from the date of suit till realization.

3. After institution of the suit as contemplated under law, the suit summons came to be issued to the defendants. In spite of service of the suit summons, the defendants have not appeared before this court. Hence, the defendants have been placed exparte on 22.01.2026 and the case has been posted for plaintiff’s side evidence.

4. In order to substantiate the case of the plaintiff, the plaintiff has entered into the witness box as PW-1 and filed his affidavit under order 18 Rule 4 of Code of Civil Procedure and got one document as per Ex.P-1. Further the plaintiff has examined one Mallesha as PW-2. None have been cross-examined the PW-1 and 2. Hence, the evidence of plaintiff’s side closed and case was posted for arguments.

5. Heard the arguments of the learned counsel appearing for the plaintiff and perused the materials placed on record.

6. On the basis of the materials placed on record and evidence both oral and documentary, the following points are arisen for consideration of this court.

1. ***Whether the plaintiff proves that the defendants have borrowed sum of Rs.50,000/- from him on 28.09.2022 on executing On-Demand Promissory note and Consideration Receipt ?***
2. ***Whether the plaintiff is entitled for the decree against the defendants as sought in the plaint ?***
3. ***What order or decree?***

7. The findings of this court on above points are as under:

Point No.1 :: In the Affirmative

Point No.2 :: In the Affirmative

Point No.3 :: As per final order

For the following:

R E A S O N S

8. **Point No.1 and 2:-** It is the case of the plaintiff is that, the defendants have approached the plaintiff and requested for financial assistance of Rs.50,000/- for their legal necessities and the plaintiff has paid Rs.50,000/- on 28.09.2022 and the defendants have executed On-Demand Promissory Note and Consideration Receipt dated 28.09.2022 for the said sum in favour of the plaintiff, agreeing to repay the same within short period. Thereafter, he had requested the defendants on several occasions to repay the said sum along with the interest. But, the defendants has not come forward to pay the either principal amount or interest. Accordingly, the plaintiff has filed this suit.

9. As per section 101 and 103 of Indian Evidence Act, the burden of proof lies on the plaintiff to establish that the defendants have borrowed the amount of Rs.50,000/- on 28.09.2022 and executed On-Demand

Promissory Note and Consideration Receipt. The plaintiff in order to establish the said aspects he was examined as PW.1 and filed his affidavit evidence as per PW.1. The PW.1 deposed that defendant has approached the plaintiff and obtained a loan of Rs.50,000/- on executing On-Demand Promissory Note and Consideration Receipt on 28.09.2022. In support of his oral evidence, he has produced the On-Demand Promissory Note and Consideration Receipt executed by the defendants which is marked as Ex.P1. After perusal of Ex.P1, it appears that, on 28.09.2022 the defendants have executed On-Demand Promissory Note and Consideration Receipt in favour of plaintiff in presence of witnesses. Further the plaintiff has examined one Mallesha who is the witness of the on-demand promissory note as PW-2.

10. Further the PW.1 deposed that after availing the loan, the plaintiff had requested the defendants on

several occasions to repay the said sum along with the interest. Unfortunately, the defendants never turned over or repay the said principle amount along with interest.

11. Further important note that the evidence of PW.1 and 2 has remained unchallenged so also the documentary evidence. This court already held that the defendants have been placed exparte. Even, PW.1 and 2 have also not been cross-examined. Hence, the claim of plaintiff remained unchallenged as defendants have not cross-examined and have not stepped into the witness box to rebut the case of the plaintiff. Hence, this court carefully scrutinized the materials placed before court and evidence, this court is of opinion that absolutely there is no ground to disbelieve or discard the evidence produced by the plaintiff on record. Hence, this court accept the oral and documentary evidence and the plaintiff has established his case.

12. It is pertinent to note that, the on demand promissory note which is defined under Section 4 of Negotiable Instrument Act 1881which reads as under :

> ***4.**“**Promissory Note”:- A “Promissory note” is an instrument in writing (not being a bank note or a currency note) containing an unconditional undertaking, signed by the maker to pay a certain sum of money only to or to the order of a certain person or to the bearer of the Instrument.***

Therefore, the promissory note is comes under the definition of Negotiable Instrument as defined under Section 13 of Negotiable Instrument Act.

13. **As per Section 118(a) of Negotiable Instrument Act, there is a presumption with respect to consideration, date, time of acceptance, time of transfer etc, mentioned in the promissory note until contrary is proved.** The presumption available under section 118 of the said act

is rebuttable presumption but, the defendant has failed to rebut the presumption attached to on demand promissory note as per section118 of the said Act. Hence, by applying section 118 of the said Act to the case on hand, this court is of the opinion that the plaintiff has proved the liability of defendants.

14. Further important note that under Order 9 Rule 1 of C.P.C. states that the plaintiff appeared but, the defendant does not appear when the suit is called on for hearing and when the summons are duly served that the court may make an order that the suit be heard exparte. Even case when the defendants appear but later on fails to present the written statement, Order 8 Rule 10 gives mandate to the court, the court shall pronounce judgment against him. Order 15 Rule 1 makes it clear that where the first hearing of the suit, it appears that the parties are not in issue on any

question of law on facts, the court may at pronounce judgment.

15. On plain reading of above provisions clearly to show that once a claim is made by the plaintiff and such claim is not barred by any law for time being in force that the court must pass a decree in favour of plaintiff. Present case on hand, the defendants have not appeared before the court in spite of issuance of suit summons. In the present case is on hand, the suit filed on the basis of On Demand Promissory Note and Consideration Receipt dated 28.09.2022 seeking the relief of recovery of money. Therefore this suit filed within 3 years from the date of suit document. Therefore this court is of the opinion that plaintiff established the liability of the defendants to pay the suit claim of Rs.50,000/-.

16. The plaintiff has sought for interest at the rate of 2% per month. It is stated by the plaintiff that defendants have agreed to repay the loan amount of Rs.50,000/- along with interest at the rate of 2% per month and there is a contract between the parties with regard to rate of interest. No doubt the defendants were agreed to pay the interest 2% per month on the amount Rs.50,000/-. The court is not empowered to change the contractual rate of interest agreed between the parties. However, this court is empowered to award future rate of interest from the date of filing of the suit till realization of the decreetal amount as per the prevailing rate of interest on the bank deposits under various nationalized bank as per the rules and regulations made by the Reserve Bank of India. Under the interest act, the party is entitle to claim interest at the current rate of interest which expression is defined in clause (b) of Section 2 of the Interest Act, it means

that the highest of the maximum rates at which interest may be paid on different classes of deposits by different classes of schedule bank in accordance the director given by the Reserve Bank of India under the Banking Regulation Act 1948.

17. Therefore, if interest at that rate of 6% on the loan amount from the date of filing of the suit till realization of entire decreetal amount is awarded it would meet in the ends of justice. Hence, this court is of the opinion that the plaintiff is entitled to interest at the rate of 6% from the date of suit till realization on principal amount of Rs.50,000/-. **Accordingly, this Court is answered point No.1 and 2 are in the Affirmative.**

18. **Point No.3:-** For the aforesaid discussion on points No.1 and 2, this court proceed to pass the following:

O R D E R

The suit of the plaintiff is hereby decreed with cost.

The defendants are liable to pay Rs.86,000/- to the plaintiff along with interest at the rate of 6% per annum on the principal amount of Rs.50,000/- from the date of suit till the date of realization.

Draw decree accordingly.

[Dictated to the Stenographer on computer, corrected and then pronounced by me in the Open Court on this the ***08th day of June, 2026]***

(ARAVINDRA B.C.)
SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGAR.

APPENDIX

List of witnesses examined for plaintiff :-

PW.1	:	Sri. Chowrappa
PW.2	:	Sri. Mallesha

List of witnesses examined for defendants :-

-Nil-

List of documents exhibited for plaintiff :-

Ex.P1	:	On-demand pronote and consideration receipt dated 28.09.2022
Ex.P1(a)	:	Signature of witness

List of documents exhibited for defendants :-

-Nil-

Digitally signed by ARAVINDRA B C
Location: Senior Civil Judge and JMFC, K.R.Nagar

SENIOR CIVIL JUDGE & JMFC.,
K.R.NAGAR.