



**IN THE COURT OF THE HONOURABLE I ADDITIONAL CIVIL
JUDGE & JMFC, AT KRISHNARAJANAGAR.**

PRESENT: SMT.ASRINA.,B.A, LLB.
I ADDL. CIVIL JUDGE AND JMFC, KRISHNARAJANAGAR.

DATED THIS 17TH DAY OF MARCH, 2026

O.S.No.22/2017

BETWEEN

PLAINTIFF	<p>1. Shri.Kalegowda (Since dead R/by his LR's) S/o Late.Chaluvegowda</p> <p>1(a). Smt.Jayalakshmi W/o Seenegowda Aged 48 years R/at: Agaleri Beedi, Saligrama Town, K.R.Nagar Taluk, Mysuru District.</p> <p>1(b). Smt.Gayathri W/o Late.Ramesha Aged 46 years R/at: Hakkethittu Beedi, Saligrama Town, K.R.Nagar Taluk, Mysuru District.</p> <p>1(c). Smt.Radha W/o Jagadeesha, Aged 44 years, R/at: Ambalare Village, Haranahalli Hobli, Periyapatna Taluk.</p>
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	<p>1(d). Smt.Mani W/o Late.Lokesha Aged 44 years R/at: Ambalare Village, Haranahalli Hobli, Periyapatna Taluk.</p> <p>1(e). Smt.Kamala W/o Manjunatha Aged 42 years R/at: Mudalabeedu village, Saligrama Hobli, K.R.Nagara Taluk, Mysuru District.</p> <p>1(f). Shri.Somashekara S/o Late.Kalegowda Aged 40 years R/at: Narasegowda layout, Saligrama Town, K.R.Nagara Taluk, Mysuru District.</p> <p style="text-align: center;">(By: Sri.M.C.S., Advocate)</p>
DEFENDANTS	<p>1. Shri.Sarojamma D/o Late.Puttegowda Aged 60 years</p> <p>2. Shri.Harish S/o Late.Puttegowda, Aged 38 years</p> <p>3. Shri.B.P.Manjegowda S/o Late.Puttegowda, Aged 36 years</p>

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	<p>All are R/at: Balluru Village, Saligrama Hobli, K.R.Nagara Taluk, Mysuru District.</p> <p>(By: Sri.G.L.D., Advocate)</p>
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Date of Institution of suit	06/01/2017		
Nature of suit	Suit for Recovery of Money based on Pronote		
Date of recording of evidence	15/06/2023		
Date of Judgment	17/03/2026		
Total duration	Year/s -09-	Month/s -02-	Day/s -11-

(SMT.ASRINA)
I ADDL. CIVIL JUDGE & JMFC.,
KRISHNARAJANAGAR.

J U D G M E N T

Plaintiff has filed this suit as against the defendants for recovery of a sum of Rs.1,37,600/- (Rupees One Lakh Thirty Seven Thousands and Six Hundred Only) with future interest from the date of this suit till the date of its actual payment, for costs of the suit and for such other reliefs.

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**2. The Brief facts of Plaintiff's case is as under:**

It is the case of plaintiff that on 16/01/2014 the defendants had approached the plaintiff and requested the plaintiff to give hand loan of Rs.80,000/- (Rupees Eighty Thousands Only) to them for the propose of their urgent financial necessities. It is the case of the plaintiff that accordingly on the very same date the plaintiff has lent hand loan of Rs.80,000/- (Rupees Eighty Thousands only) to the defendants with a condition to repay the said sum with interest at the rate of 24% per annum. It is the case of the plaintiff that the defendants have obtained the hand loan of Rs.80,000/- (Rupees Eighty Thousands only) from the plaintiff agreeing to repay the said sum with the interest at the rate of 24% per annum to the plaintiff as and when the plaintiff demands. In that regard, the defendants have also executed an On Demand Pronote dated 16/01/2014 along with consideration receipt on the very same date. It is the case of the plaintiff that subsequently he approached the defendants and requested them to repay the loan amount of Rs.80,000/- along with interest. It is the grievance of the plaintiff that in spite of his repeated demands, the defendants have failed to repay the loan amount of Rs.80,000/- (Rupees Eighty Thousands only) along with interest as agreed by them. Therefore, on failure of the defendants to repay the loan amount of Rs.80,000/- along with the interest, the plaintiff has filed the present suit for recovery of the aforesaid sum along with the future interest on principal sum of Rs.80,000/-. According to the

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plaintiff, the cause of action to file the present suit arose on 16/01/2014, the date on when the defendants have borrowed the loan from the plaintiff and on all subsequent dates when the defendants have failed to repay the loan amount to the plaintiff along with interest. Therefore, with the above plea, plaintiff has prayed to decree the suit.

3. In pursuance to the summons issued by this court, the defendants have entered their appearance before this court through their counsel. The defendants have filed their written statement by resisting the claim of the plaintiff made in this suit and there by the defendants have contested the above suit by filing their detailed written statement.

4. The defendants have filed their written statement wherein they have denied borrowing loan of Rs.80,000/- (Rupees Eighty Thousands only) from the plaintiff. The contention of the plaintiff that the defendants have agreed to repay the loan of Rs.80,000/- with interest at the rate of 24% per annum was also specifically denied by the defendants. So also the defendants have vehemently denied the execution of alleged On Demand Pronote along with consideration receipt dated 16/01/2014 in favour of the plaintiff for a sum of Rs.80,000/-. By denying rest of the plaint averments the defendants have categorically contended that on 19/02/2011 they had borrowed hand loan of Rs.2,00,000/- (Rupees Two Lakhs

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only) from the plaintiff and as a security for repayment of said sum of Rs.2,00,000/- the plaintiff had obtained a registered agreement for sale in respect of the 1 acre 7 ½ guntas of the land of the defendants situated in Sy.No.20/3 of Balluru village. It is the contention of the defendants that subsequently they have repaid the entire loan of Rs.2,00,000/- to the plaintiff with interest. It is the contention of the defendants that after the repayment of entire loan, they requested the plaintiff herein to cancel the aforesaid registered sale agreement dated 19/02/2011, which was obtained as a deed of security of repayment of loan. It is the contention of the defendants that at the guise of executing the deed of cancellation of aforesaid sale agreement dated 19/02/2011, the plaintiff herein has fraudulently obtained the signatures of the defendants on three blank stamp papers by colluding with the deed writer and also the plaintiff has obtained a cheque bearing No.578091 belonged to the defendant No.2. It is the contention of the defendants that out of aforesaid three blank stamp papers, the plaintiff has misused the two blank stamp papers and filed two false suits against them in O.S.No.22/2017 before this court and in O.S.No.23/2017 before the Hon'ble Prl.Civil Judge and JMFC., K.R.Nagar. It is the contention of the defendants that on 16/02/2016 the plaintiff No.1(f) had illegally trespassed to the house of the defendants and he had tried to outrage the modesty of wife of the defendant No.2, on account of which, the defendants had also lodged complaint as against the

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plaintiff No.1(f) before the jurisdictional police. Therefore the defendants have contended that by suppressing all the true and material facts the plaintiff has filed the present false suit. The defendants have contended that there is no cause of action to file the above suit and the alleged cause of action shown by the plaintiff is false and fictitious. The plaintiff has not approached this court with clean hands. The above suit being the false suit the defendants have prayed to dismiss the suit by awarding the compensatory costs. Hence, with the above contentions, the defendants have prayed to dismiss the suit with costs.

5. On the basis above pleadings and rival contentions, learned predecessor in office has framed the following issues:

1. Whether the plaintiff proves that the defendants has executed an on demand promissory note dated 16/01/2014 for a sum of Rs.80,000/- along with consideration receipt and thereby agreed to repay the said amount?
2. Whether the plaintiff is entitled for a interest at the rate of 24% per annum?
3. Whether the defendant proves that plaintiff misleading them has fraudulently got executed alleged On Demand promissory note?
4. Whether the defendant proves that the plaintiff is doing money lending business without license?

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5. Whether the plaintiff is entitled to the relief of recovery of money?
6. What order or decree?

6. In order to establish the case of the plaintiff, initially the plaintiff had examined his son as well as GPA holder namely Mr.Somashekar as Pw.1. Subsequently, during the pendency of this suit, the original plaintiff has died, due to which the GPA executed by him in favour of the Pw.1 was revoked. After the death of original plaintiff, the Pw.1 was impleaded as plaintiff No.1(f) and subsequently he examined himself as Pw.2. In support of the case of the plaintiff, the plaintiff has also examined the attesting witnesses to the Ex.P-3 Pronote as Pw.3 and Pw.4. On the other hand, in order to nullify the claim of the plaintiff and to prove the defence of defendants, defendant No.2 has entered the witness box and examined himself as Dw.1. The defendants have relied on Ex.D-1 to Ex.D-11 documents. Thereafter the case was heard on merits.

7. Heard arguments from both side.

8. On perusal of the pleadings, oral and documentary evidence placed before the court, my findings to the above issues are as hereunder:

ISSUE No.1: In the Affirmative.

ISSUE No.2: In the Negative.

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ISSUE No.3: In the Negative.

ISSUE No.4: In the Negative.

ISSUE No.5: In the partly Affirmative.

ISSUE No.6: As per the final orders for the following:

REASONS

9. ISSUE NO.1: It is the case of the plaintiff that on 16/01/2014 the defendants has borrowed a sum of Rs.80,000/- (Rupees Eighty Thousands Only) from the plaintiff as a hand loan and for the repayment of the said loan, the defendants have also executed On Demand Pronote agreeing to repay the loan amount of Rs.80,000/- with the interest at the rate of 24% per annum. It is the grievance of the plaintiff that in spite of his repeated requests, the defendants have failed to repay the loan amount of Rs.80,000/- to him along with interest as agreed by the defendants. Therefore, having no other efficacious remedy the plaintiff has filed this suit as against the defendants for recovery of a sum of Rs.1,37,600/- with future interest from the date of this suit till the date of its actual payment.

10. In order to substantiate the case of the plaintiff, the plaintiff No.1(f) has examined himself as Pw.2 and the plaintiff has relied on Ex.P-1 to Ex.P-4 documents. In support of his claim, the plaintiff has also examined the attesting witnesses to the Ex.P-1 Pronote as Pw.3 and Pw.4.

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11. Ex.P-3 is a On Demand Pronote dated 16/01/2014. The contents and the recitals of Ex.P-3 Pronote proves and establishes that the defendants herein have jointly borrowed the hand loan of Rs.80,000/- from the plaintiff. The contents and the recitals of Ex.P-1 Pronote also proves and establishes that the defendants have also acknowledged the receipt of payment of Rs.80,000/- from the plaintiff. The contents and the recitals of Ex.P-1 Pronote also proves and establishes that the defendants herein had agreed to repay the hand loan of Rs.80,000/- to the plaintiff as and when demanded by the plaintiff.

12. The defendant No.2 was examined as Dw.1. At para No.2 and 3 of his cross-examination, the defendant No.2/Dw.1 has deposed as under:

3. ನಾನು 4 ನೇ ತರಗತಿಯವರೆಗೆ ವಿದ್ಯಾಭ್ಯಾಸವನ್ನು ಮಾಡಿರುತ್ತೇನೆ. 3 ನೇ ಪ್ರತಿವಾದಿಯ ಹತ್ತನೇಯ ತರಗತಿಯವರೆಗೆ ವಿದ್ಯಾಭ್ಯಾಸವನ್ನು ಮಾಡಿರುತ್ತಾರೆ. 3 ನೇ ಪ್ರತಿವಾದಿಗೆ ಓದಲು ಮತ್ತು ಬರೆಯಲು ಬರುತ್ತದೆ ಆದರೆ 3 ನೇ ಪ್ರತಿವಾದಿಗೆ ವ್ಯವಹಾರಿಕ ಜ್ಞಾನ ಇರುವುದಿಲ್ಲ. ನನಗೆ ವ್ಯವಹಾರಿಕ ಜ್ಞಾನ ಇದೆ ಎಂದರೆ ಸರಿ.

2. ನಿಪಿ.3 ರಲ್ಲಿರುವ ತಮ್ಮ ಹಾಗೂ ಉಳಿದ ಪ್ರತಿವಾದಿಯರ ಸಹಿಯನ್ನು ಸಾಕ್ಷಿಯು ನೋಡಿ ಗುರುತಿಸಿರುತ್ತಾರೆ.

13. In his cross-examination referred above, the defendant No.2/ Dw.1 has categorically admitted that himself and the defendant No.3 are educated. So also the defendant No.2/Dw.1 has

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categorically admitted that he has worldly knowledge. Further, at para No.2 of his cross-examination, the defendant No.2/Dw.1 has also categorically admitted the signatures of the defendants in the Ex.P-3 Pronote. Hence, on combined reading of the admissions given by the defendant No.2/Dw.1 in his cross-examination referred above, the same proves and establishes that the defendants No.2 and 3 are educated and they also have worldly knowledge. Hence, above being the case, the ordinary prudent man test applies to the case on hand and the defendants No.2 and 3 being educated and having worldly knowledge, no ordinary prudent man will sign any blank papers. Therefore, the contention of the defendants that Ex.P-3 is a concocted document needs to be rejected.

14. Further, though the defendants have contested this suit, but the defendants have not denied or disputed their signatures appearing in the Ex.P-3 pronote. When the signatures in the Ex.P-3 pronote is admitted, the presumption as contemplated under Sec.118 of N.I.Act has to be raised in favour of the plaintiff.

15. Further, in order to prove the loan transaction as well as in order to prove the execution of Ex.P-3 Pronote, the plaintiff has examined the attesting witnesses to the Ex.P-3 Pronote as Pw.3 and Pw.4. The Pw.3 and Pw.4 being the attesting witnesses to the Ex.P-3 document, they have categorically deposed on oath about

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the lending of hand loan of Rs.80,000/- by the plaintiff to the defendants as well as the Pw.3 and Pw.4 have also categorically deposed on oath regarding the execution of Ex.P-3 Pronote by the defendants.

16. The Pw.2 as well as the attesting witnesses namely the Pw.3 and Pw.4, they have categorically deposed on oath about lending of hand loan of Rs.80,000/- by the plaintiff to the defendants. So also the Pw.2 to Pw.4 have categorically deposed on oath about the due execution of Ex.P-3 Pronote by the defendants in favour of the plaintiff. The testimony of Pw.2 to Pw.4 corroborates with each other. Though learned counsel for the defendant has cross-examined the Pw.2 to Pw.4 for a considerable length, but nothing contrary was elicited from the mouth of the Pw.2 to Pw.4 to discredit their testimony. Hence, on combined reading of contents of Ex.P-3 Pronote along with the un-shaken testimony of Pw.2 to Pw.4 clearly proves and establishes the due execution of Ex.P-3 Pronote by the defendants in favour of the plaintiff by acknowledging the receipt of the loan of Rs.80,000/- from the plaintiff.

17. In a decision of the **Hon'ble High Court of Karnataka dated 18.09.2012 in RSA No.2872/2007(MON) in the case of V. Muniyappa Vs. G.M.Somashekara @ Somesha** at Para No.21 to 25 it is held as under:

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23. In the instant case it is the case of the plaintiff that the defendants has executed his signature on the pronote as well as the consideration receipt. His father has also affixed his LTM on the pronote and the consideration receipt. But the defendants has denied his signature on the pronote as well as on the consideration receipt. PW.2 who is an attesting witness clearly states that he has seen the defendants affixing his signature on the pronote as well as on the consideration receipt. The plaintiff was able to establish his case by examining the attesting witness.

24. On the other hand plaintiff is able to establish the execution of the signature of pronote and as well as on the consideration receipt by adducing the evidence of PW.2. Initial burden which rests on the plaintiff has been discharged. When the plaintiff discharges his initial burden, the burden lies on the defendants to establish his case by adducing acceptable evidence.

25. Besides the lower appellate court has not properly appreciated the provisions of Sec.118 of the Negotiable Instruments Act where unless and until the contrary is proved by the defendants there is a presumption in favour of the plaintiff. As soon as the plaintiff produces the pronote and the consideration receipt and it is marked initial burden has been discharged. Then it is for the defendants to disprove this aspect. In the instant case it is not done so.

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18. In the above case, the Hon'ble High Court has held that once the plaintiff produces the pronote, marks it in evidence and the attesting witnesses deposes affixing of signature by the defendants, the initial burden of the plaintiff stands discharged and onus to disprove the execution of pronote shifts on the defendants.

19. Applying the above ratio to the case on hand, the plaintiff has produced the Ex.P-1 Pronote and marked it in evidence without any objections from the defendants. So also the attesting witnesses to the Ex.P-1 pronote namely the Pw.3 and Pw.4 have categorically deposed on oath about the lending of hand loan of Rs.80,000/- by the plaintiff to the defendants as well as the Pw.3 and Pw.4 have also categorically deposed on oath regarding the due execution of Ex.P-3 Pronote by the defendants. Thereby, the burden casted on the plaintiff to prove the due execution of Ex.P-3 pronote stands discharged.

20. Further, this is a suit for recovery of money based on Pronote. As per Section of 13 of Negotiable Instrument Act (For the sake of brevity, the same is hereafter referred to as N.I. Act) the Pronote is also a Negotiable Instrument. Section 13 of N.I. Act reads as under:

Section 13 "Negotiable Instrument":

A negotiable instrument means a promissory note, bill of exchange or

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cheque payable either to order or to bearer”.

21. Hence, as per Section 13 of N.I. Act, Ex.P-1 Pronote is also a Negotiable Instrument. Section 118 of Negotiable Instrument Act provides favourable presumption in favour of Negotiable Instruments as to consideration, date and time etc. Section 118 of N.I.Act reads as under:

Section 118: Presumptions as to Negotiable Instruments.—Until the contrary is proved, the following presumptions shall be made:—

(a) of consideration:—that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration;

(b) as to date:—that every negotiable instrument bearing a date was made or drawn on such date.

22. As held above, as per Section 13 of N.I. Act, Ex.P-3 is a Negotiable Instrument. There lies a presumption under Section 118 of N.I. Act that all Negotiable Instruments are made or issued for a consideration. So also there is a presumption under Section 118 of N.I. Act that all the Negotiable Instruments are made or issued on the date which such negotiable instrument bears. The

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burden to prove the contrary is on the defendants. Unless the contrary is proved, the court has to presume that every negotiable instrument was issued on the date which it bears and every negotiable instrument is issued for consideration. In the case on hand, the Ex.P-3 being a Negotiable Instrument, there is a presumption in favor of the Ex.P-3 document that it is supported with consideration and it was made on the date which it bears. Therefore, the burden was heavily on the defendants to rebut the said presumption and to prove that Ex.P-3 is not supported by consideration. But the defendants have failed to bring on record anything contrary to prove that the Ex.P-3 Pronote is not supported by consideration. Therefore, the presumptions as envisaged under Sections 118 and 139 of N.I Act shall have to be raised in favour of the plaintiff and it has to be presumed that the defendants have executed the Ex.P-3 Pronote by receiving loan of Rs.80,000/- from the plaintiff. Accordingly, I conclude that the plaintiff has successfully discharged his burden and thereby the plaintiff has successfully proved lending of loan of Rs.80,000/- to the defendants and thereby the plaintiff has successfully proved the due execution of Ex.P-3 On Demand Pronote by the defendants. Accordingly, for what has been discussed above, **I answer Issue No.1 in the Affirmative.**

23. ISSUE NO.2: It is the case of the plaintiff that the defendants have borrowed the loan of Rs.80,000/- from him agreeing to repay

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the same along with interest at the rate of 24% per annum. The plaintiff has heavily relied on Ex.P-3 On Demand Pronote in order to prove the suit loan transaction in between himself and the defendants. According to the plaintiff, the defendants have executed the Ex.P-3 Pronote agreeing to repay the loan of Rs.80,000/- along with interest at the rate of 24% per annum. I have carefully gone through the Ex.P-3 document. The contents and recitals of the Ex.P-3 document discloses that the defendants have agreed to repay the loan of Rs.80,000/- with interest at the rate of 24 rupees per annum. No recitals are found in the Ex.P-3 document to the effect that the defendants had agreed to repay the loan of Rs.80,000/- along with the interest at the rate of 24% per annum. In Ex.P-3 document it is only stated that the defendants had agreed to repay the loan amount with the interest at the rate of 24 rupees per annum. The Ex.P-3 document being the star document on which the plaintiff is heavily relying to prove the suit loan transaction, the same does not discloses that the defendants have agreed to repay the loan with interest at the rate of 24% per annum. Except Ex.P-3 document the plaintiff has not placed any evidence before this court to prove that the defendants had agreed to pay the interest at the rate of 24% per annum on the loan amount. On the contrary, the Ex.P-3 document relied on by the plaintiff discloses that the defendants had agreed to repay the loan amount along with interest at the rate of 24 rupees per annum. Accordingly I conclude that the plaintiff has utterly failed

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to prove that the defendants have agreed to repay the loan amount along with interest at the rate of 24% per annum. Therefore, I conclude that the plaintiff is not entitled for the interest at the rate of 24% per annum. Accordingly, without dwelling upon this aspect of matter for any greater length, **I answer Issue No.2 in the Negative.**

24. ISSUE NO.3: In their written statement, the defendants had taken up the contention that on 19/02/2011 they had borrowed hand loan of Rs.2,00,000/- (Rupees Two Lakhs only) from the plaintiff and as a security for repayment of said sum of Rs.2,00,000/- the plaintiff had obtained a registered agreement for sale from them. It is the contention of the defendants that subsequently they have repaid the entire loan of Rs.2,00,000/- to the plaintiff with interest and at the guise of executing the deed of cancellation of aforesaid sale agreement dated 19/02/2011, the plaintiff herein has fraudulently obtained the signatures of the defendants on three blank stamp papers and by misusing one of those blank stamp papers, the plaintiff has created the Ex.P-3 Pronote and filed this false suit against them. Therefore, in view of the said contention taken up by the defendants, the present Issue was framed casting burden on the defendants to prove the same.

25. At para No.5 of their written statement, the defendants have stated as under:

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ಪ್ರತಿವಾದಿಗಳು ದಿನಾಂಕ:19/02/2011 ರಂದು ವಾದಿಯ ಬಳಿ 2,00,000/- ಸಾಲವನ್ನು ಪಡೆದು ಪ್ರತಿವಾದಿಗಳ ಒಟ್ಟು ಕುಟುಂಬದ ಸ್ವತ್ತಾದ ಮೈಸೂರು ಜಿಲ್ಲೆ ಕೃಷ್ಣರಾಜನಗರ ತಾಲ್ಲೂಕು ಸಾಲಿಗ್ರಾಮದ ಹೋಬಳಿ ಬಳ್ಳೂರು ಗ್ರಾಮದ ಸರ್ವೆ ನಂ.20/3 ರಲ್ಲಿನ 1-07 1/2 ಗುಂಟೆ ಜಮೀನನ್ನು ಸಾಲದ ಆಧಾರಕ್ಕೆ ಪತ್ರ ಮಿರ್ಲೆ ನೊಂದಣಾ ಕಛೇರಿಯಲ್ಲಿ ಬರೆದುಕೊಟ್ಟಿರುತ್ತಾರೆ. ಸದರಿ ಕರಾರು ಪತ್ರವನ್ನು ಪ್ರತಿವಾದಿಗಳು ಮಾನ್ಯ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಹಾಜರು ಪಡಿಸಿರುತ್ತಾರೆ. ಅನಂತರ ಪ್ರತಿವಾದಿಗಳು ಅವರು ವಾದಿಯ ಬಳಿ ಪಡೆದ 2,00,000/- ಹಣವನ್ನು ಮತ್ತು ಬಡ್ಡಿ ಹಣವನ್ನು ವಾಪಸ್ಸು ನೀಡಿ ಸದರಿ ಕರಾರು ಪತ್ರವನ್ನು ರದ್ದುಪಡಿಸಿಕೊಡುವಂತೆ 2014 ರ ಜನವರಿ ತಿಂಗಳಲ್ಲಿ ವಾದಿಯನ್ನು ಪ್ರತಿವಾದಿಗಳು ಕೇಳಿದಾಗ ವಾದಿಯು ಮತ್ತು ಪತ್ರ ಬರಹಗಾರರು ಪ್ರತಿವಾದಿಗಳನ್ನು ವಂಚಿಸಿ ಸದರಿ ಕರಾರು ಪತ್ರವನ್ನು ರದ್ದು ಪಡಿಸಿಕೊಡುವಂತೆ ಹೇಳಿ ಮಿರ್ಲೆ ಉಪನೊಂದಣಾ ಕಛೇರಿಯ ಬಳಿ ಕರೆದುಕೊಂಡು ಹೋಗಿ ಆ ವೇಳೆ ಪತ್ರ ಬರಹಗಾರರ ಶಾಮೀಲಿನೊಂದಿಗೆ 3 ಖಾಲಿ ಸ್ಟಾಂಪ್ ಪೇಪರ್ ಪತ್ರಗಳಿಗೆ ಸಹಿ ಹಾಕಿಸಿಕೊಂಡು ಅದನ್ನು ಸದರಿ ದಾವೆ ಆನ್ ಡಿಮ್ಯಾಂಡ್ ಮತ್ತು ಹಣ ಸಂದಾಯ ಪತ್ರವನ್ನಾಗಿ ಪರಿವರ್ತಿಸಿ ಮೋಸದಿಂದ ಪ್ರತಿವಾದಿಗಳಿಗೆ ಗೊತ್ತಿಲ್ಲದ ಹಾಗೆ ಈ ಮೇಲ್ಕಂಡ ಮೊತ್ತಕ್ಕೆ ದಾವೆ ಸಲ್ಲಿಸಿರುತ್ತಾರೆ. ಮತ್ತು ಅದೇ ವೇಳೆ 2 ನೇ ಪ್ರತಿವಾದಿಯ ಖಾತೆಗೆ ಸೇರಿದ ಚೆಕ್ ನಂ.578091 ರ ಖಾಲಿ ಚೆಕ್ ಗೆ ಸಹಿ ಪಡೆದಿರುತ್ತಾರೆ.

26. The defendant No.2 was examined as Dw.1, at 9th line of para No.3 of his affidavit filed in lieu of examination in chief, the defendant No.2 has stated as under:

ನಾನು ಮತ್ತು ಇತರೇ ಪ್ರತಿವಾದಿಗಳು ಮರು ಸಂದಾಯ ಮಾಡಿ ಕ್ರಯದ ಕರಾರು ಪತ್ರವನ್ನು ರದ್ದುಪಡಿಸಿಕೊಡುವಂತೆ ಹೇಳಿ ನನ್ನನ್ನು ಮತ್ತು ನನ್ನ ತಾಯಿ ಹಾಗೂ ತಮ್ಮರವರನ್ನು ಮಿರ್ಲೆ ಉಪ ನೊಂದಣಾ ಕಛೇರಿಗೆ

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ಕರೆದುಕೊಂಡು ಹೋಗಿ ಗಾಯತ್ರಿಯವರು ನನ್ನಿಂದ ಮತ್ತು ನನ್ನ ತಾಯಿ ಸರೋಜಮ್ಮ ಮತ್ತು ನನ್ನ ತಮ್ಮ ಮಂಜುನಾಥ ರವರಿಂದ 4 ಖಾಲಿ ಸ್ಟಾಂಪ್ ಪೇಪರ್ ಪತ್ರಗಳಿಗೆ ಸಹಿ ಹಾಕಿಸಿಕೊಂಡು ಅದನ್ನು ಸದರಿ ದಾವಾ ಸ್ವತ್ತಿನ ಕ್ರಯದ ಕರಾರು ಪತ್ರವನ್ನಾಗಿ ಪರಿವರ್ತಿಸಿ ಮೋಸದಿಂದ ನಮಗೆ ಗೊತ್ತಿಲ್ಲದ ಹಾಗೆ ಈ ಮೇಲ್ಕಂಡ ಮೊತ್ತಕ್ಕೆ ಷೆಡ್ಯೂಲ್ ಸ್ವತ್ತನ್ನು ಮಾರಾಟ ಮಾಡುವ ಕ್ರಯದ ಕರಾರು ಪತ್ರವನ್ನಾಗಿ ವಾದಿಯು ಸೃಷ್ಟಿಸಿ ಅದೇ ದಿನ ಸದರಿ ಕಾಳೇಗೌಡ ರವರ ಮಗಳು ಗಾಯತ್ರಿ ಯವರು ಸಹ ಬಳೂರು ಗ್ರಾಮದ ನನ್ನ ಪಿತ್ರಾರ್ಜಿತ ಸ್ವತ್ತಾದ 18/10 ರ ವಿಸ್ತೀರ್ಣ 01-14.08 (ಒಂದು ಎಕರೆ ಹದಿನಾಲ್ಕು ವರೆ ಗುಂಟೆ) ಜಮೀನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ರೂ.3,50,000/- ರೂಪಾಯಿಗೆ ಒಂದು ಕ್ರಯದ ಕರಾರು ಪತ್ರವನ್ನು ಸೃಷ್ಟಿ ಮಾಡಿಕೊಂಡಿರುತ್ತಾರೆ.

27. It is significant to note here that, at para No.5 of their written statement, the defendants have contended that on 19/02/2011 they had borrowed hand loan of Rs.2,00,000/- (Rupees Two Lakhs only) from the plaintiff and as a security for repayment of said sum of Rs.2,00,000/- the plaintiff had obtained a registered agreement for sale from them and after the repayment of the entire loan of Rs.2,00,000/- to the plaintiff with interest, the plaintiff herein has fraudulently obtained signatures of the defendants on three blank stamp papers at the guise of executing the deed of cancellation of aforesaid sale agreement dated 19/02/2011, and by misusing one of those blank stamp papers, the plaintiff has created the Ex.P-3 Pronote and filed this false suit against them. But, on the other hand, in his chief affidavit at para No.3, the defendant No.2/Dw.1 has deposed on oath contrary to the contention taken up by the defendants at para No.5 of their

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written statement. At para No.3 of his chief affidavit the defendant No.2/Dw.1 has stated that it is the daughter of the original plaintiff namely Smt.Gayathri who had taken the defendants to the office of Mirle Sub-Registrar and it is the daughter of the original plaintiff namely Smt.Gayathri who had obtained the signatures of the defendants in 4 empty blank stamp papers and by misusing one of those blank stamp paper, the daughter of the original plaintiff namely Smt.Gayathri had created a sale agreement in respect of 1 acre 14 ½ guntas of land of the defendants in Sy.No.18/10 of Balluru village for a sum of Rs.3,50,000/-.

28. The defence set up by the defendants at para No.5 of their written statement as well as the evidence led by the defendant No.2/Dw.1, both are totally contrary to each other. In their written statement at para No.5 in one stretch the defendants have contended that it is the original plaintiff who had taken them to the office of Sub-Registrar and it is the original plaintiff who had obtained their signatures on the 3 blank stamp papers and on the other hand in their evidence at para No.3, the defendants have contended that it is the daughter of original plaintiff namely Smt.Gayathri who had obtained their signatures on the 4 blank stamp papers. Further, in their written statement at para No.5 in one stretch the defendants have contended that out of 3 blank stamp papers obtained by the original plaintiff, one of those blank

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stamp paper was misused by the original plaintiff, who created the Ex.P-3 Pronote and filed this false suit against them and on the other hand in the chief affidavit of defendant No.2/Dw.1 at para No.3, the defendants have contended that it is the daughter of the original plaintiff namely Smt.Gayathri who had taken the defendants to the office of Mirle Sub-Registrar and it is the daughter of the original plaintiff namely Smt.Gayathri who had obtained the signatures of the defendants in 4 empty blank stamp papers and by misusing one of those blank stamp paper, the daughter of the original plaintiff namely Smt.Gayathri had created a sale agreement in respect of 1 acre 14 ½ guntas of land of the defendants in Sy.No.18/10 of Balluru village for a sum of Rs.3,50,000/-. Hence, there is total contradiction in pleadings and the evidence of the defendants in the defence set up by them. The said contradiction existing in between the pleadings and proof goes to the root of the matter and the same falsifies the defence set up by the defendants in their written statement.

29. Further, at para No.5, 11 and 12 of his cross-examination, the defendant No.2/Dw.1 has deposed as under:

5. ವಾದಿಯು ನಮ್ಮ ವಿರುದ್ಧ ಈ ಸುಳ್ಳು ದಾವೆಯನ್ನು ಹೂಡಿರುತ್ತಾರೆ ಎಂದು ನಾವು ಅವರ ವಿರುದ್ಧ ಯಾವುದೇ ಕಾನೂನು ಕ್ರಮ ಕೈಗೊಂಡಿರುವುದಿಲ್ಲ... ಈ ದಾವೆಯ ಸಮನ್ಸ್ ಬಂದ ನಂತರದಲ್ಲಿಯೂ ಸಹ ನಾವು ವಾದಿಯಾದ ಕಾಳೇಗೌಡರ ವಿರುದ್ಧ ಯಾವುದೇ ಕಾನೂನು ಕ್ರಮ ಕೈಗೊಂಡಿರುವುದಿಲ್ಲ.

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11. ನಮ್ಮಿಂದ ಪಡೆದಿದ್ದ ಸಹಿ ಮಾಡಿದ ಸದರಿ 4 ಖಾಲಿ ಭಾಷಾ ಕಾಗದಗಳನ್ನು ದುರುಪಯೋಗಪಡಿಸಿಕೊಂಡು ವಾದಿಯಾದ ಕಾಳೇಗೌಡ, ಶಶಿಕಲಾ ಮತ್ತು ಗಾಯತ್ರಿರವರು ನಮ್ಮ ವಿರುದ್ಧ ಸುಳ್ಳು ಪ್ರಕರಣಗಳನ್ನು ಹೂಡಿರುತ್ತಾರೆ. ನಮ್ಮಿಂದ ಪಡೆದಿದ್ದ ಸಹಿ ಮಾಡಿದ ಸದರಿ 4 ಖಾಲಿ ಭಾಷಾ ಕಾಗದಗಳನ್ನು ವಾದಿಯಾದ ಕಾಳೇಗೌಡ, ಶಶಿಕಲಾ ಮತ್ತು ಗಾಯತ್ರಿರವರು ದುರುಪಯೋಗಪಡಿಸಿಕೊಂಡಿರುತ್ತಾರೆ ಎಂದು ನಾವು ಅವರ ವಿರುದ್ಧ ದೂರನ್ನು ನೀರುವುದಿಲ್ಲ.

12. ನಮ್ಮಿಂದ ಖಾಲಿ ಪತ್ರಕ್ಕೆ ಸಹಿ ಪಡೆದು ದಾಖಲೆಗಳನ್ನು ಸೃಷ್ಟಿಸಿ ನಮಗೆ ಮೋಸಮಾಡಿರುತ್ತಾರೆ ಎಂದು ನಾವು ವಾದಿಯಾದ ಕಾಳೇಗೌಡರವರ ಮಗನಾದ ಸೋಮಶೇಖರ ಹಾಗೂ ಗಾಯತ್ರಿರವರ ಮಗನಾದ ಮಹದೇವರವರ ವಿರುದ್ಧ ದೂರನ್ನು ನೀಡಿರುವುದಿಲ್ಲ.

30. It is significant to note here that, though the defendants have contended that the plaintiff and his daughter Smt.Gayathri have fraudulently obtained their signatures in the blank stamp papers and by misusing the same the plaintiff and his daughter Smt.Gayathri have filed false cases against them, but admittedly, the defendants have not taken any legal action either against the original plaintiff or against his daughter namely Smt.Gayathri for allegedly obtaining their signatures on the blank stamp papers and for misusing the same. Admittedly the defendants have also not taken any legal action either against the original plaintiff or against his daughter namely Smt.Gayathri for allegedly filing false cases against them. As contended by the defendants, if at all the original plaintiff and his daughter namely Smt.Gayathri had falsely implicated the defendants in false cases on the basis of

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concocted and created documents, then, as a prudent man, the defendants would have certainly taken legal action as against the original plaintiff and his daughter namely Smt.Gayathri for the same. But, admittedly the defendants have not taken any legal action either against the plaintiff or against his daughter namely Smt.Gayathri. Therefore, even this aspect also falsifies the defence set up by the defendants in their written statement.

31. Further, at para No.2 and 3 of his cross-examination, the defendant No.2/Dw.1 has deposed as under:

3. ನಾನು 4 ನೇ ತರಗತಿಯವರೆಗೆ ವಿದ್ಯಾಭ್ಯಾಸವನ್ನು ಮಾಡಿರುತ್ತೇನೆ. 3 ನೇ ಪ್ರತಿವಾದಿಯು ಹತ್ತನೇಯ ತರಗತಿಯವರೆಗೆ ವಿದ್ಯಾಭ್ಯಾಸವನ್ನು ಮಾಡಿರುತ್ತಾರೆ. 3 ನೇ ಪ್ರತಿವಾದಿಗೆ ಓದಲು ಮತ್ತು ಬರೆಯಲು ಬರುತ್ತದೆ ಅದರೆ 3 ನೇ ಪ್ರತಿವಾದಿಗೆ ವ್ಯವಹಾರಿಕ ಜ್ಞಾನ ಇರುವುದಿಲ್ಲ. ನನಗೆ ವ್ಯವಹಾರಿಕ ಜ್ಞಾನ ಇದೆ ಎಂದರೆ ಸರಿ.

2. ನಿಜವಾಗಿ ತಮ್ಮ ಹಾಗೂ ಉಳಿದ ಪ್ರತಿವಾದಿಯರ ಸಹಿಯನ್ನು ಸಾಕ್ಷಿಯು ನೋಡಿ ಗುರುತಿಸಿರುತ್ತಾರೆ.

32. In his cross-examination referred above, the defendant No.2/ Dw.1 has categorically admitted that himself and the defendant No.3 are educated. So also the defendant No.2/Dw.1 has categorically admitted that he has worldly knowledge. Further, at para No.2 of his cross-examination, the defendant No.2/Dw.1 has also categorically admitted the signatures of the defendants in the

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Ex.P-3 Pronote. Hence, on combined reading of the admissions given by the defendant No.2/Dw.1 in his cross-examination referred above, the same proves and establishes that the defendants No.2 and 3 are educated and they have also worldly knowledge. Hence, above being the case, the ordinary prudent man test applies to the case on hand and the defendants No.2 and 3 being educated and having worldly knowledge, no ordinary prudent man will sign any blank papers. Therefore, the contention of the defendants that the Ex.P-3 is a concocted document needs to be rejected. Accordingly, I conclude that the defendants have utterly failed to discharge their burden and thereby the defendants have utterly failed to prove the Issue No.3. Accordingly, **Issue No.3 is answered as against the defendants in the Negative.**

33. ISSUE NO.4: In their written statement, the defendants had also taken up the contention that the plaintiff is involved in money lending business without possessing license. Hence, in view of the said contention, the present Issue was framed casting burden on the defendants to prove the same.

34. It is the contention of the defendants that the plaintiff is involved in money lending business without possessing license. In order to substantiate their said contention, the defendants have relied on Ex.D-3 to Ex.D-11 documents.

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35. Ex.D-4 is a certified copy of registered agreement for sale dated 19/02/2011 entered into in between the plaintiff and the defendants. Further Ex.D-5 is a certified copy of registered agreement for sale dated 07/03/2011 entered into in between the plaintiff and one Mr.Thammaiah. Ex.D-6 is a certified copy of registered agreement for sale dated 28/09/2007 entered into in between the plaintiff and one Mr.H.N.Krishna and Ex.D-7 is a certified copy of registered agreement for sale dated 15/05/2010 entered into in between the plaintiff and one Mr.Nagegowda. Ex.D-4 to Ex.D-7 are the sale agreements that was entered into by the original plaintiff with different persons in respect of the immovable properties. The Ex.D-4 to Ex.D-7 being the registered and undisputed documents, the same recites that the Ex.D-4 to Ex.D-7 was entered into by the original plaintiff with different persons in respect of purchase of the immovable properties. The contents and recitals of Ex.D-4 to Ex.D-7 documents does not states that those documents are entered into by the plaintiff in respect of the loan transaction or monitory transaction. Rather, the contents and recitals of Ex.D-4 to Ex.D-7 documents states that those documents are entered into by the plaintiff in respect of purchase of the immovable properties. Hence, such being the case, when the Ex.D-4 to Ex.D-7 documents does not states that those documents are entered into by the plaintiff in respect of the loan transaction or monitory transaction, it cannot be held that

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Ex.D-4 to Ex.D-7 documents are entered into by the plaintiff in respect of his money lending business. The Ex.D-3, Ex.D-8 to Ex.D-11 are the registered documents relating to the property transaction of son of the plaintiff namely Mr.Somashekara. Therefore, the Ex.D-3, Ex.D-8 to Ex.D-11 documents cannot be relied on by this court to hold that the plaintiff is indulged in money lending business. Except the Ex.D-3 to Ex.D-11 documents, the defendants have not produced any evidence before this court to prove that the plaintiff is indulged in money lending business. The evidence placed on record does not proves that the plaintiff is indulged in money lending business. Accordingly, I conclude that the defendants have utterly failed to discharge their burden and thereby the defendants have utterly failed to prove the Issue No.4. Accordingly, **Issue No.4 is answered as against the defendants in the Negative.**

36. ISSUE NO.5: As discussed in Issue No.1, the plaintiff has successfully proved that he has paid a sum of Rs.80,000/- to the defendants as a hand loan. So also the plaintiff has successfully proved the due execution of Ex.P-3 Pronote by the defendants. Hence, from the detailed discussions on foregoing Points, it is proved that the defendants are in due to the plaintiff in a sum of Rs.80,000/-.

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37. As held in Issue No.2, the plaintiff has failed to prove that the defendants had agreed to repay the loan of Rs.80,000/- with interest at the rate of 24% per annum. Hence, from the detailed discussions on foregoing Issues, it is proved that the defendants are in due to the plaintiff in a sum of Rs.80,000/-. In this suit the plaintiff has sought for recovery of Rs.1,37,600/-. According to the plaintiff a sum of Rs.57,600/- is a amount of interest on the principal sum of Rs.80,000/- at the rate of 24% per annum. But as held in Issue No.2, the plaintiff has failed to prove that the defendants have agreed to repay the loan of Rs.80,000/- with interest at the rate of 24% per annum. Such being the case, this court is not inclined to grant decree for said sum of Rs.57,600/-. Since the plaintiff has successfully proved that the defendants are in due to the plaintiff in a sum of Rs.80,000/-, I conclude that the plaintiff is very much entitled to recover the principal sum of Rs.80,000/- from the defendants which was paid by him to the defendants as a hand loan.

38. Further, the plaintiff has also sought for future interest on the principal sum of Rs.80,000/- from the date of this suit till the date of actual realization. Now the question that arises for consideration is that as to what rate of interest the plaintiff is entitled to receive from the defendants. Admittedly the defendants have borrowed the loan of Rs.80,000/- from the plaintiff in the year 2014. As per Ex.P-3 the defendants ought to have repaid the loan of Rs.80,000/- to the plaintiff as and when

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he demanded. But the defendants have not repaid the loan amount to the plaintiff within the agreed period. In spite of several requests made by the plaintiff, the defendants have not made any efforts to repay the loan amount to the plaintiff. Rather the defendants drove the plaintiff to the court to get back his own money. Due to the failure of the defendants to repay the loan amount, the plaintiff has incurred the litigation expenses and also his valuable time was wasted in fighting the litigation. Therefore, the plaintiff has to be compensated at the cost of the defendants. If at all the plaintiff had invested the said amount of Rs.80,000/- in any business then he would have received good returns. But due to non payment of loan amount by the defendants the plaintiff has suffered loss of such benefits. Therefore, in view of the above I feel it just and apposite to award interest at the rate of 6% per annum to the plaintiff. Therefore, I conclude that the plaintiff is entitled to recover a sum of Rs.80,000/- along with interest at the rate of 6% per annum from 16/01/2014 to till the date of its actual payment. During the pendency of this suit, since the original plaintiff has died, his legal heirs were brought on record. The decretal amount so awarded in this suit will form the part of estate left behind by the original plaintiff. Hence, the plaintiffs No.1(a) to 1(f) being the legal heirs of deceased plaintiff, they becomes entitled for the estates left beshind by the original plaintiff and thereby, becoming entitled for decretal amount. Therefore, for what has

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been discussed above **I answer Issue No.5 in the Partly Affirmative.**

39. ISSUE NO.6: In view of my foregoing discussions and findings on Issues No.1 to 5, I proceed to pass the following:

ORDER

The suit of the plaintiff is hereby decreed in part with costs.

Plaintiffs No.1(a) to (f) are entitled to recover a sum of Rs.80,000/- from the defendants along with the interest at the rate of 6% per annum from 16/01/2014 to till the date of its actual payment.

Defendants are jointly liable to pay the said sum of Rs.80,000/- along with the interest at the rate of 6% per annum from 16/01/2014 to till the date of its actual payment to the plaintiffs No.1(a) to (f) within 2 months from the date of this judgment.

Draw decree accordingly.

(Dictated to the stenographer directly on computer, computerized by her, corrected by me and then pronounced in the open court on the **17th day of March 2026**)

(SMT.ASRINA)
I ADDL. CIVIL JUDGE & JMFC,
KRISHNARAJANAGAR.

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**ANNEXTURE****List of witnesses examined on behalf of the Plaintiff**

PW.1: Shri.Somashekara S/o Kalegowda.
PW.2: Shri.Somashekara S/o Kalegowda.
PW.3: Shri.Lakshmana S/o Thammaiah.
PW.4: Shri.Punith S.L S/o Lokesh.

List of documents marked on behalf of the Plaintiff

Ex.P-1: General power of attorney.
Ex.P-2: Medical certificate.
Ex.P-3: On Demand Pronote dated 16/01/2014 with consideration receipt.
Ex.P-4: Certified copy of Sale agreement dated 20/11/2015.

List of witnesses examined on behalf of the defendants

DW.1: Shri.Harish S/o Late.Puttegowda.

List of documents marked on behalf of the defendants

Ex.D-1: Certified copy of On Demand Pronote dated 13/01/2014 with consideration receipt.
Ex.D-2: Certified copy of the plaint in O.S.No.23/2017.
Ex.D-3: Certified copy of the Registered sale agreement dated 28/05/2016.
Ex.D-4: Certified copy of the registered sale agreement dated 19/02/2011.
Ex.D-5: Certified copy of the Registered sale agreement dated 07/03/2011.
Ex.D-6: Certified copy of the Registered sale agreement dated 28/09/2007.
Ex.D-7: Certified copy of the Registered sale agreement dated 15/05/2010.
Ex.D-8: Certified copy of the Registered sale agreement dated 27/03/2013.

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- Ex.D-9: Certified copy of the Registered Deed of Cancellation of sale agreement dated 28/05/2016.
- Ex.D-10: Certified copy of the Registered Deed of Cancellation of sale agreement dated 18/11/2019.
- Ex.D-11: Certified copy of the Registered sale agreement dated 13/11/2020.

(SMT.ASRINA)
I ADDL. CIVIL JUDGE & JMFC,
KRISHNARAJANAGAR.