

**IN THE COURT OF THE II ADDL. CIVIL JUDGE & JMFC,
NANJANGUD: AT NANJANGUD**

Present : **Sri. Shivakumar.R** B.A.L, LL.B.
II Addl., Civil Judge & JMFC., Nanjangud.

Dated **18th** day of **July 2018**

O.S. No.119/2018

Plaintiff : Smt. Rajeshwari R.,
W/o L. Ramalingam,
Aged about 52 years,
R/at D.No.907,
Near Lalitha Talkies,
Rajaji Colony,
Nanjangud Town,
Mysore District.
(By advocate **Sri.S.S.J.**)

V/s

Defendants : **1. Smt. Meena,**
W/o Kuppanna,
Aged about 48 years,
2. Sri K.Udaya @
Udayakumar,
S/o Kuppanna,
Aged about 23 years,
Both are R/at D.No.704,
Rajaji Colony,
Nanjangud Town,
Mysore District.

(Exparte)

Date of Institution of the Suit	28.2.2018
Nature of the Suit (Suit on Pronote, on declaration and possession and on for injunction etc.,)	MONEY SUIT
Date of the commencement of recording of the evidence	17.7.2018
Date on which the Judgment was pronounced	18.07.2018
Total Duration	Year/s Month/s Day/s 00 04 20

II ACJ & JMFC, Nanjangud.

JUDGEMENT

The plaintiff has filed this suit against defendants for the relief of recovery of money.

2) The brief facts of the plaintiff's case is as under:

It is the case of the plaintiff that, the plaintiff and defendants are known to each other. The defendants have approached and borrowed a sum of Rs.3,00,000/- from the plaintiff on 20.11.2015. In order to meet their legal necessities and to repay the hand loans and agreed to repay the same with interest at the rate of 1.50% P.M. The defendants thereby executed an On Demand Pronote and consideration receipt in favour of the plaintiff. The plaintiff further contended that, the defendants have not repaid the said loan amount to the plaintiff as agreed upon them. In this regard, the plaintiff got issued legal notice dated : 18.11.2017 by way of RPAD through her counsel calling upon defendants to repay the loan amount. But, the postal acknowledgement not yet returned to the plaintiff after lapse of one month from the date of notice. Hence, the plaintiff has given complaint before the Postal Department on 27.12.2017. Hence, having no alternative, this suit is filed to recover the loan amount with interest. Hence, this suit.

3. In spite of service of suit summons the defendants remained absent, as such the defendants placed exparte and the matter is posted for plaintiff's evidence.

4. In order to prove the case of plaintiff, the plaintiff herself examined as PW.1 and got marked Ex P.1 to P6. The defendants placed exparte. Hence, the cross-examination of PW.1 was taken as nil.

5. In view of plaint averments and documents produced before this court, the following points that would arise for my consideration:-

Point No. 1 : Whether the plaintiff proves that the defendants have borrowed a sum of Rs.3,00,000/- on 20.11.2015 by executing an On Demand Pronote along with Consideration Receipt in favour of the plaintiff ?

Point No. 2 : Whether the plaintiff proves that, the defendants have agreed to pay the interest amount at the rate of 1.50% per month ?

Point No. 3 : Whether the plaintiff is entitled for the relief as sought in the plaint?

Point No. 4 : What Order or Decree ?

6. Heard the arguments on plaintiff side.

7. My answers to the above points are as under:

Point No. 1 : In the **Affirmative**

Point No. 2 : In the **Affirmative**

Point No. 3 : In the **Partly Affirmative**

Point No. 4 : As per the **final order** for the following;

R E A S O N S

8. **Point No. 1 & 2** :- As point No. 1 & 2 are interconnected to each other, they have taken up together for common discussion to avoid repetition of facts and evidence.

9. It is the specific case of the plaintiff that, It is the case of the plaintiff that, the plaintiff and defendants are known to each other. The defendants have approached and borrowed a sum of Rs.3,00,000/- from the plaintiff on 20.11.2015. In order to meet their legal necessities and to repay the hand loans and agreed to repay the same with interest at the rate of 1.50% P.M. The defendants thereby executed an On Demand Pronote and consideration receipt in favour of the plaintiff. The plaintiff further contended that, the defendants have not repaid the said loan amount to the plaintiff as agreed upon them. In this regard, the plaintiff got issued legal notice dated : 18.11.2017 by way of RPAD through her counsel calling upon defendants to repay the loan amount. But, the postal acknowledgement not yet returned to the plaintiff after lapse of one month from the date of notice. Hence, the plaintiff has given complaint before the Postal Department on 27.12.2017. Hence, having no alternative, this suit is filed to recover the loan amount with interest. Hence, this suit.

10. In order to prove the case of the plaintiff, the plaintiff herself filed the examination in chief by way of affidavit. The PW.1 in his chief-examination he has reiterated the plaint averments and produced as many as 6 documents which are came to be marked as Ex.P1 to P6.

Ex.P1 is the original copy of On Demand Pronote and Ex.P2 is the consideration receipt executed by the defendants in favour of the plaintiff. The defendants have put their signatures to Ex.P1 which are came to be marked as Ex.P1(a) & Ex.P1(b), likewise the signature found in Ex.P2 of the defendants which are came to be marked as Ex.P2(a) & Ex.P2(b) respectively. On perusal of Ex.P1 and Ex.P2 it is very crystal clear that, the defendants have borrowed a sum of Rs.3,00,000/- from the plaintiff on 20.11.2015

and agreed to repay the same with interest at the rate of 1.50% p.m. and thereby executed Ex.P1 and Ex.P2 in favour of the plaintiff. Ex.P3 is the legal notice dated : 18.11.2017 issued by the plaintiff through her counsel calling upon the defendants to repay the amount. Ex.P4 and Ex.P5 are the postal receipts and Ex.P6 is the copy of complaint given by the plaintiff to the Postal Department. In spite of service of summons, the defendants have remained absent and placed ex parte. Hence, the cross of PW1 was taken as nil. The evidence of PW1 and documentary evidence at Ex P1 to P6 are remained unchallenged and unrebutted. Therefore, this court views that, the plaintiff has proved her case through oral and documentary evidence. Hence, the defendants are liable to pay a total sum of Rs.4,15,000/- to the plaintiff. For considering all these facts and evidence available on record, I have answered the **Point No.1 and 2 in the affirmative.**

11. **Point No. 3** : The plaintiff has established that she has lent an amount of Rs.3,00,000/- to the defendants on 20.11.2015. Ex.P1 clearly established that, the defendants have agreed to repay the amount at the rate of 1.50% p.m. i.e. 18% p.a. Moreover, no evidence is adduced to rebut the evidence of PW1. Hence, I am of the considered view that, awarding future interest at the rate of 6% p.a from the date of suit till realization of amount as per Sec.34 of CPC it would meet the ends of justice. Hence, I have answered the **Point No.3 In partly affirmative.**

12. **Point No.4:-** In view of my findings on Point No. 1 to 3, I proceed to pass the following:

ORDER

The suit of the plaintiff is
decreed with cost.

The defendants are jointly and severally liable to pay a sum of Rs.4,15,000/- with interest at the rate of 6 % Per Annum from the date of suit till realization of entire amount to the plaintiff.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer, typed by him, corrected and then pronounced by me in the open court on this the 18th day of July 2018).

(Shivakumar.R)
II Addl.Civil Judge & JMFC
Nanjangud

:: ANNEXURE ::

List of Witnesses examined for the plaintiff :

PW-1 Rajeshwari R

List of Witnesses examined for the defendants :

NIL

List of documents marked for the plaintiff :

Ex.P1 On Demand Promissory Note
Ex.P1(a) & (b) Signature of defendant
Ex.P2 Consideration receipt
Ex.P2(a) & (b) Signature of defendant
Ex.P3 Copy of legal Notice
Ex.P4 & 5 Postal receipts
Ex.P6 Postal acknowledgement

List of documents marked for the defendants :

NIL

II Addl.Civil Judge & JMFC
Nanjangud

Judgment Pronounced in the Open Court
(Vide Separate)

ORDER

The suit of the plaintiff is decreed with cost.

The defendants are jointly and severally liable to pay a sum of Rs.4,15,000/- with interest at the rate of 6 % Per Annum from the date of suit till realization of entire amount to the plaintiff.

Draw decree accordingly.

II ACJ & JMFC,
Nanjangud.

**Judgment pronounced in the
Open Court (Vide Separate)**

ORDER

The suit of the plaintiff is decreed with cost.

The defendant is liable to pay a sum of Rs.1,53,750/- with interest at the rate of 6 % Per Annum from the date of suit till realization of entire amount to the plaintiff.
Draw decree accordingly.

**II Addl.Civil Judge & JMFC
Nanjangud**

Ex.P.1	On Demand Promissory Note
Ex.P.1(a)	Signature of defendant
Ex.P.2	Consideration Receipt
Ex.P.2(a)	Signature of defendant
Ex.P.3	Copy of legal notice
Ex.P.4	Postal acknowledgment

List of Documents marked for the defendant:
NIL

**II Addl.,Civil Judge & JMFC
Nanjangud**