KAMS510027092023

IN THE COURT OF THE I ADDL. CIVIL JUDGE & JMFC., AT NANJANGUD

Present : **Smt. Saritha Kumari A M.** B.A. LL.B.,
I Addl. Civil Judge & JMFC.,
Nanjangud

Dated this the 02nd day of June, 2026

O.S./359/2023

Plaintiff/s: **Mahesh,**
S/o.Late.Pinakanayaka,
Aged about 41 years,
R/at.Kadakola village,
Jayapura hobli, Mysuru Taluk.

(By Sri.B S ., Advocate)

V/s

Defendant/s: **1. Rangaswamy,**
S/o.Puttaswamynaika,
Aged about 37 years.

2. Rajeshwari,
W/o.Rangaswamy,
Aged about 32 years,

Both are R/at.Mallahalli village,
Doddakowlande hobli,
Nanjangud Taluk.

(Placed Ex-parte)

Date of institution of suit	:	08.08.2023		
Nature of the suit	:	Recovery of money		
Date of commencement of recording of evidence	:	17.04.2026		
Date on which the judgment is pronounced	:	02.06.2026		
Total duration.	:	Year/s	Month/s	Day/s
		02	**09**	**25**

(Smt.Saritha Kumari.A.M)
I Addl. Civil Judge & JMFC.,
Nanjangud

-: J U D G M E N T :-

The plaintiff has filed this suit against the defendants for recovery of money of Rs. *1,77,710* /- along with interest at the rate of 18% per annum from the date of suit till its entire realization and for court costs.

2. Brief facts of the plaintiff case are as follows:

That, the defendants in order to meet their legal necessities and for clearing hand loans has approached the plaintiff on 21.06.2021 at the residence of the plaintiff and requested to lend a loan of Rs.1,30,000/-. On the request of the defendants the plaintiff on 19.07.2021 gave Rs.1,30,000/- to the defendants and on the same day, the defendants have executed an On demand pronote coupled with consideration receipt agreeing to repay the loan amount to the plaintiff with interest 18% per annum.

3. The plaintiff in his plaint further pleaded that, in spite of repeated requests and demands, the defendants neither paid the principal nor interest. Hence, the plaintiff got issued a legal notice dated 17.10.2022. In spite of service of notice, the defendants have not made payment. After the receipt of the legal notice the defendants approached the plaintiff on 25.10.2022 and sought 6 months time to return the principal amount with interest as agreed upon. Again the plaintiff approached the plaintiff on 01.08.2023 to repay the amount, but they did neither paid the principal nor the interest and did not respond to the plaintiff. This is stated to be the cause of action for the plaintiff to file this suit.

4. In spite of issuance of suit summons, the defendants did not appeared before this court. Hence, they were placed ex-parte. Thus, the case is posted for evidence of plaintiff.

5. To prove the case of plaintiff, he got examined himself before this court as PW.1 and got marked 07 documents at Ex.P1 to Ex.P7. Since, the defendants were placed Ex-parte, cross-examination of PW1 was taken as nil.

6. Thereafter, I have heard the arguments of the learned counsel for the plaintiff and perused the entire records. In the facts and circumstances of the case, the points that would arise for my consideration are as under:

-: P O I N T S :-

1. Whether the plaintiff proves that the defendants have borrowed a sum of Rs.1,30,000/- from the plaintiff on 19.07.2021 by executing an On demand pronote coupled with consideration receipt?

2. Whether the plaintiff is entitled for interest on the principal amount 18% per annum. from the date of filing of the suit till its realization?

3. What order or decree?

7. My findings on the above Points are as under:

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

-: R E A S O N S :-

8. Point No.1:- The plaintiff has filed this suit against the defendants for recovery of money of Rs.1,30,000/- with future interest 18% per annum. I have already narrated in brief as to what the case of the plaintiff is. As I said earlier, the defendants were placed exparte. However, it is said that, where the suit proceeds exparte, where the defendants failed to file written statement or adduced any evidence on their behalf, the plaintiff will not be entitled to relief of this nature, unless he proves his case with legal evidence before the Court.

9. In order to prove his case, the plaintiff himself stepped into the witness box and examined before this court as PW.1 and filed affidavit in lieu of his examination-in-chief, wherein he has reiterated all the plaint averments. In support of his claim, the plaintiff has produced 7 documents at Ex.P1 to Ex.P7, wherein Ex.P1 is On-demand Promissory note, Ex.P.2 is Consideration receipt dated 19.07.2021, Ex.P3 is the legal notice dated:17.10.2022, Ex.P4 & 5 are the postal receipts and Ex.P6 & 7 are the postal acknowledgments.

10. PW.1 in his evidence deposed that, the defendants have borrowed an amount of Rs.1,30,000/- from the plaintiff on 19.07.2021 and executed a promissory note coupled with consideration receipt in the presence of the witnesses agreeing to repay the same on demand.

11. Ex.P1 being the promissory note raises the presumptive value under the provisions of Sec.118 of Negotiable Instrument Act, in respect to passing of consideration, date of acceptance etc., Therefore, there are no reasons to disbelieve the oral evidence of PW.1 coupled with documentary evidence at Ex.P1 & 2. Therefore, considering all these materials placed on record, this court is of the considered view that, in all probabilities, the plaintiff has proved that the defendants have borrowed an amount of Rs.1,30,000/- and executed a promissory note coupled with consideration receipt in his favour by agreeing to repay the loan amount. Hence, I answer Point No.1 **'In the Affirmative'.**

<u>12. Point No.2</u>:- The plaintiff claims future interest at the rate of 18% per annum from the date of suit till its realization. On perusal of plaint it discloses that, the transaction between the parties to the suit is not commercial transaction. Ex.P1 promissory note provides for the payment of interest at the rate of 18% per annum. Hence, the plaintiff is entitled for the interest @ 18% per annum from the execution of Ex.P1 and 2 till filing of the suit. However, it is just and proper to direct the defendants to pay future interest at the rate of 6% per annum from the date of suit till its realization on suit claim. Considering the facts and circumstances of the case and the nature of transaction, I feel justice would be met by awarding interest at the rate of 6% p.a. from the date of suit till its realization. Accordingly, I answer Point No.2 '**Partly in Affirmative'.**

<u>13. Point No.3</u>:- In view of my findings on the above Points, the suit of the plaintiff deserves to be decreed in part with costs, as there are no justifiable grounds to refuse the cost. Accordingly, I proceed to pass the following:-

<u>-: O R D E R :-</u>

The suit of the plaintiff is hereby ***partly decreed with costs*** *for Rs.1,77,710/-.*

The defendants are jointly and severally liable to pay an amount of Rs.1,77,710/- with simple interest at the rate of 6% p.a. on principal amount from the date of suit till its realization.

The interest would carry on principal amount of Rs.1,30,000/- only.

Draw decree accordingly.

(Dictated to the Stenographer directly on the computer and corrected and signed by me and then pronounced in the open court on this the ***02nd day of June, 2026)***

(Smt.Saritha Kumari.A.M)
I Addl. Civil Judge & JMFC.,
Nanjangud

-: A N N E X U R E :-

List of witnesses examined on behalf of plaintiff:

PW.1	:	Sri.Mahesh

List of documents marked on behalf of plaintiff:

Ex.P1	:	On-Demand Pronote
Ex.P1(a-b)	:	Signature of defendants
Ex.P2	:	Consideration receipt dated: 19.07.2021
Ex.P2(a-b)	:	Signature of defendants
Ex.P3	:	Legal notice dated:17.10.2022
Ex.P4 & 5	:	Postal receipts
Ex.P6 & 7	:	Postal acknowledgments

List of witnesses examined on behalf of defendants:

NONE

List of documents marked on behalf of defendants:

NIL

I Addl. Civil Judge & JMFC.,
Nanjangud