

KAMS710052792022



IN THE COURT OF I ADDITIONAL CIVIL JUDGE AND JMFC AT
T.NARASIPURA

Dated this the 1st day of August 2026

Present: **Smt.Niveditha N., B.A.L., LL.B, LL.M.,**

O.S./254/2022

Plaintiff

: Y.E.Indramma,
W/o Late Keshavamurthy,
Aged about 65 years,
R/at Dodda Angadi Beedi, Bannur Town,
T.Narasipura Taluk.

(By Sri.A.P.S., Advocate)

V/s

Defendant

: Gangadhar,
S/o Puttaswamy,
Aged about 50 years,
R/at Siddalingapura Village, Sangeetha
Corner Beedi, Kasaba Hobli, Mysuru Taluk
& District.

(Ex-parte)

Nature of the Suit

: Recovery of Money

Date of the commencement of
recording of the evidence

: 01/04/2024

Date on which the judgment was

: 01/08/2026

pronounced

Total duration	Years	Months	Days
	03	10	23

JUDGMENT

1. Relief: The plaintiff has filed this suit for recovery of amount of Rs.1,73,000/- from the defendant along with cost and current interest at the rate of 2% P.M from the date of the suit till realization.

2. The epitome of the plaintiff's case is as follows:

a. The plaintiff in the plaint has pleaded that, on 11/09/2019 the defendant borrowed a sum of Rs.1,00,000/- from the plaintiff for his legal necessity and to clear loan and agreed to repay the same with interest at the rate of 2% p.m and on the same day has executed On demand pronote and consideration receipt in the presence of witnesses. Inspite of repeated demands also, the defendant has not paid the amount. Hence, on /06/2022 the plaintiff got issued legal notice through RPAD to the defendant. The said notice served on the defendant. Inspite of that also, the defendant has not paid the amount. Hence, the plaintiff has filed the present suit.

3. After institution of the suit, notice has been issued to the defendant and it was served on him but he has not appeared before the Court and placed ex-parte.

4. Now the following points are arises for my consideration:

1. Whether the plaintiff proves that, the defendant has borrowed a loan of Rs.1,00,000/- on 11/09/2019 by executing On demand pronote and consideration receipt?
2. Whether the plaintiff proves that, the defendant is liable to pay Rs.1,73,000/- along with the costs and current interest as sought in the case?
3. What order or decree?
5. Heard arguments of the counsel for plaintiff and perused materials available on record.
6. My findings on the above points are as follows:
 - Point No.1 : In the Affirmative,
 - Point No.2 : In the Partly Affirmative,
 - Point No.3 : As per final orders, for the following:

REASONS

7. **Point No.1:** The plaintiff has filed this suit for recovery of amount of Rs.1,73,000/- along with interest at 2% P.M.
8. In order to prove the case, the plaintiff herself examined as P.W.1 by filing chief examination affidavit and got marked 1 documents as Ex.P1. Ex.P1 is the On Demand Pronote and consideration receipt executed by the defendant herein in favor of the plaintiff for the amount of Rs.1,00,000/- on 11/09/2019.
9. To support the claim of the plaintiff, the plaintiff has got examined one witness by name Nandeesh as P.W.2. P.W.2 in his

oral evidence has deposed that he is aware of the parties to the suit, on 11/09/2019 the defendant by receiving the amount of Rs.1,00,000/- from the plaintiff, has executed the On demand pronote in his presence. The said pronote was scribed by S.Siddegowda who is the document writer. He and another witness by name Shashikala were witnesses to the said pronote. He identified his signature in Ex.P1 and it is marked as Ex.P1(a).

10. The defendant has placed ex-parte.

11. The oral and documentary evidence available on record are corroborates with each other and clearly established that, the defendant has borrowed the amount of Rs.1,00,000/- from the plaintiff on 11/09/2019 for his family necessities and executed On demand pronote. Further agreed to pay 2% interest to the said amount. When the defendant failed to return the amount, the plaintiff has requested the defendant to repay the loan amount. When the defendant failed to repay, he has filed the present suit.

12. On the other hand, the defendant has not tender himself before the Court to rebut the evidence of plaintiff. Thus, the evidence of P.W.1 and documentary evidence are remained unchallenged. When the evidence of plaintiff is remained unchallenged, whatever the evidence given on oath before the Court has to be considered as contended by the plaintiff.

13. In the present case, though the defendant has knowledge about the suit but he failed to appear before the court in order to

contest the suit. Therefore, under these background, an adverse inference has to be drawn against him. When the evidence of plaintiff given on oath before the Court is not controverted by the defendant in any manner, this Court do not find any reason to disbelieve the evidence of plaintiff. Therefore, plaintiff is entitled to recover the same from defendant. **Accordingly, this Court answers Point No.1 in the Affirmative.**

14. Point No.2: The plaintiff has filed the suit for recovery of the loan amount of Rs.1,73,000/- from the defendant. In Ex.P1 there is recitals about the interest. However, the plaintiff has claimed the interest including the principle amount of Rs.1,00,000/- from the date of execution of Ex.P1 till filing of the suit at 2% PM and the plaintiff has paid the court fee of Rs.11,735/-. Hence it is just and necessary to award 2% interest per annum from the date of filing of the suit till realization.

15. Therefore, there should be no hesitation to accept the unchallenged evidence on record. Accordingly, this Court hold that, the plaintiff is entitled for the interest at the rate of 2% p.a. from the date of filing of the suit till realization. **Accordingly, this Court answers Point No.2 in Partly Affirmative.**

16. Point No.3: In view of the above answer and reasons on Point No.1 and 2, this Court proceeds to pass the following;

ORDER

The suit of the plaintiff is decreed partly with cost.

The defendant is hereby directed to pay to the plaintiff a sum of Rs.1,73,000/- (Rupees one lakh and seventy three thousand only) along with interest at 2% p.a., from the date of filing of suit till realization.

Draw decree accordingly.

[Dictated to the Stenographer, transcript typed by her corrected, initialed and pronounced by me in the open Court on this the 1st day of August 2026)

**I Addl., Civil Judge and JMFC.,
T.Narasipura**

ANNEXURE

List of witnesses examined on behalf of plaintiff:

PW 1 : Y.E.Indramma

PW 2 : Nandeesha

List of documents exhibited on behalf of plaintiff:

Ex.P 1 : On demand pronote

List of witnesses examined on behalf of defendant:

– Nil --

List of documents exhibited on behalf of defendant:

– Nil --

**I Addl., Civil Judge and JMFC.,
T.Narasipura.**

**(Judgment pronounced in open court vide
separate order)**

ORDER

The suit of the plaintiff is decreed partly
with cost.

The defendant is hereby directed to pay
to the plaintiff a sum of Rs.1,73,000/-
(Rupees one lakh and seventy three
thousand only) along with interest at 2%
p.a., from the date of filing of suit till
realization.

Draw decree accordingly.

**I Addl.Civil Judge & JMFC.,
T.Narasipura.**