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**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE AND
J.M.F.C., AT T.NARASIPURA**

:Present:

Sri. Sachin. H.R., BA.LLB.,
*Prl. Civil Judge & J.M.F.C.,
T.Narasipura.*

Dated this 2nd day of April, 2026.

ORIGINAL SUIT No.85/2023

PLAINTIFF : **Sri.R.Sammandan,**
*S/o Ramalingam,
Aged about 47 years,
R/at Nrupatunga Colony,
Tirumakudalu,
T.Narasipura Town.*

*Presently R/at:
C/o Harish Master,
Vidhyanagar,
side by KHB Colony,
T.Narasipura Town & Taluk,
Mysore District.*

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

V/s

Defendant/s: **Sri. Puttaraju B.,**
*S/o Late Bannari,
Aged about 51 years,
R/at House No.128,*

Gopalapura, Baapujinagara,
T.Narasipura Town & Taluk,
Mysore District.

(By Sri.V.M.K., Advocate)

Date of Institution of Suit	18.04.2023
Nature of Suit	Recovery of Money
Date of Commencement of Recording of evidence	12.10.2023
Date of closing of evidence	10.03.2026
Date on which judgment was pronounced	02.04.2026
Total Duration	<u>Year/s</u> <u>Month/s</u> <u>Days</u> 02 11 15

(Sachin H.R.)
Prl.Civil Judge & J.M.F.C.,
T.Narasipura.

J U D G M E N T

The plaintiff has filed this suit against the defendant for the relief of **recovery of sum of Rs.4,94,318/- with current and future interest at the rate of Rs.18% per annum from the date of suit till realization** and for costs of the suit.

The Brief facts of the plaintiff 's case is as under:

2. It is the case of the plaintiff that the plaintiff is running a Canteen and the defendant used to come to his

canteen and as such the plaintiff and the defendant are known to each other and as such the defendant had approached the plaintiff and had borrowed a loan of Rs.4,00,000/- from the plaintiff on 21.12.2020 to meet his house hold expenses and to purchase a Tanker lorry bearing No.K.A.28 B 5463 and to run hotel business and to discharge his hand loans and had executed an On Demand Pro-note promising to repay the said loan amount with interest at the rate of 2 % per month and the defendant had paid the interest at the rate of 2 % per month till December 2021.

3. *Thereafter inspite of repeated requests made by the plaintiff the defendant has not repaid the principal loan amount with interest and thus the plaintiff issued the legal notice dated 21.03.2023 which was duly served upon the defendant. But the defendant neither replied nor complied the terms of the notice. Hence, this suit for recovery of money as prayed for.*

4. *On issuance of the suit summons the defendant appeared through his counsel and has filed his written*

statement and has denied the entire plaint averments and has prayed to dismiss the suit with costs.

5. On the basis of the rival pleadings of both the sides, my learned predecessor in office has framed the following :

:I S S U E S:

- 1. Whether the plaintiff proves that on 21.12.2020 the defendant had borrowed a sum of Rs.4,00,000/- from the plaintiff agreeing to repay the same together with interest at the rate of 24% per annum by executing On Demand promissory note and consideration receipt in favour of the plaintiff?*
- 2. Whether the plaintiff is entitled to the suit claim together with future interest as prayed?*
- 3. What order or decree?*

6. In order to prove his case, the plaintiff got examined himself as P.W.1 and got marked 6 documents at Ex.P.1 to Ex.P.6 and further got examined two witnesses as P.W.2 and 3 closed his side evidence. On the other hand

the defendant though has filed his written statement neither has come forward to cross examine the P.W.1 to 3 nor adduced his evidence and also has not produced any documents to repudiate the case of the plaintiff.

7. *Heard arguments of learned counsel for the plaintiff and perused the materials available on record.*

8. *My findings on the above Issues are as under:*

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

REASONS

ISSUE No.1:

9. *It is the specific case of the plaintiff that the defendant had borrowed the loan of Rs.4,00,000/- from him on 21.12.2020 by executing the On Demand Promissory Note and Consideration receipt dated 21.12.2020 agreeing to repay the loan amount with interest at the rate of 2 % per month and paid the interest till December 2021. Thereafter the defendant failed to*

repay the principal amount with interest and thus the plaintiff issued legal notice to the defendant dated 21.03.2023. But inspite of service of notice the defendant neither replied nor complied the notice. Hence, this suit for recovery of money.

10. *Per contra the defendant has filed his written statement and has merely denied the plaint averments.*

11. *The burden of proving the above issue is on the plaintiff. In order to prove his assertions the plaintiff got examined himself as P.W.1 has reiterated the entire plaint averments. Further the P.W.1 in the course of his examination-in-chief got marked 6 documents at Ex.P.1 to Ex.P.6. The **Ex.P.1** is the is the On Demand Pro-note executed by the defendant in favour of plaintiff dated 21.12.2020 for sum of Rs.4,00,000/- promising to repay the same with interest at the rate of 2 % per month, the **Ex.P.2** is the Consideration Receipt executed by the defendant in favour of plaintiff dated 21.12.2020 acknowledging the receipt of loan of Rs.4,00,000/- from the plaintiff, the **Ex.P.3** is the O/c of the legal notice dated*

21.03.2023, the **Ex.P.4** is the Postal receipt issued by the Post Master, T.Narasipura, the **Ex.P.5** is the postal acknowledgement and the **Ex.P.6** is the postal receipt dated 21.03.2023.

12. In order to substantiate his case the plaintiff has further got examined one of the attesting witnesses and the Scribe of the Ex.P.1 and 2 by name Sri.Shivakumar and Sri.Shivashankar as P.W.2 and 3 respectively, who have led their examination-in-chief by way of affidavit and have deposed in consonance with that of the P.W.1 and further have identified and got marked their respective signatures on the Ex.P.1 and 2 at Ex.P.1(c) & Ex.P.2(c) and Ex.P.1(d) & Ex.P.2(d) respectively.

13. Per contra the defendant has neither come forward to cross examine the P.W.1 to 3 nor has adduced his evidence to rebut the case of the plaintiff. Accordingly the evidence led by the P.W.1 to 3 remained unshaken and intact.

14. On evaluation of the documents produced by the plaintiff, the Ex.P.1 to 6 are totally in consonance to the

case of the plaintiff which clearly establish that the defendant had borrowed the suit loan amount of Rs.4,00,000/- from the plaintiff as narrated in the plaint and had issued the Ex.P.1 and 2 in favour of the plaintiff promising to repay the loan amount with interest at the rate of 2% per month.

15. On the contrary though the defendant has filed his written statement he has not come forward to adduce his evidence to rebut the plaintiff's case and to establish his case. As such there are no contra materials on record to disbelieve the case of the plaintiff. Hence, whatever evidence led by the plaintiff is accepted. Hence, I am of the opinion that the plaintiff has successfully proved the Issue No.1. **Accordingly, I am inclined to answer the Issue No.1 in the Affirmative.**

ISSUE No.2:

16. In view of my findings on the Issue No.1, the plaintiff is successful in proving his case that the defendant had borrowed loan of Rs.4,00,000/- agreeing to

repay the same with interest at the rate of 2% p.m., from the plaintiff and had executed the Ex.P.1 and 2 in favour of the plaintiff and subsequently remained defaulter in repaying the loan borrowed by him, which indeed is a legally recoverable debt. Further, the defendant though appeared through his counsel has failed to disprove the claim of the plaintiff. As such I hold that the plaintiff is entitled for recovery of suit claim of Rs.4,94,318/- from the defendant as prayed for.

17. *Further, in connection with the future interest is concerned, on going through the nature of the loan, as well as the facts and circumstances of the case and also year of the institution of the case, along with the date of the loan transaction and keeping in mind with respect to the present economic scenario, it is apt to grant the future interest at the rate of 6% p.a., from the date of the suit till the realization of the decretal amount. **Hence, I am inclined to answer the Issue No.2 partly in the Affirmative.***

ISSUE No.3:

18. *In the light of my due discussions on issue No.1 and 2, I proceed to pass the following:*

ORDER

The suit filed by the plaintiff is hereby partly decreed with costs.

Consequently, the defendant is directed to pay the sum Rs.4,94,318/- to the defendant with future interest at the rate of 6% per annum from the date of filing of the suit till the realization of the decreetal amount.

The defendant is further directed to pay the decreetal amount with interest within 3 months from the date of this order.

Failing which, the plaintiff is at liberty to recover the decreetal amount through due process of law.

Draw decree accordingly.

(Typed by me directly on my laptop, corrected by me and then pronounced in the Open Court on this the 2nd day of April, 2026).

(Sachin H.R.)
Prl.Civil Judge & J.M.F.C.,
T.Narasipura.

ANNEXURE

1. List of witnesses examined on behalf of plaintiff:

P.W.1 : B.N.Nagaveni
P.W.2 : Shivakumar
P.W.3 : Shivashankar

2. List of documents exhibited on behalf of plaintiff:

Ex.P.1 : On Demand Pro-note
Ex.P.2 : Consideration Receipt
Ex.P.3 : O/c of Legal Notice
Ex.P.4 : C/c of Postal Receipt
Ex.P.5 : Postal Acknowledgement
Ex.P.6 : Postal Receipt

3. List of witnesses examined on behalf of defendant:

-Nil-

4. List of documents exhibited on behalf of defendant:

-Nil-

**(Sachin H.R.)
Prl. Civil Judge & J.M.F.C.,
T.Narasipura.**

(Order is pronounced in the open court vide separate Judgment)

O R D E R

The suit filed by the plaintiff is hereby partly decreed with costs.

Consequently, the defendant is directed to pay the sum Rs.4,94,318/- to the defendant with future interest at the rate of 6% per annum from the date of filing of the suit till the realization of the decreetal amount.

The defendant is further directed to pay the decreetal amount with interest within 3 months from the date of this order.

Failing which, the plaintiff is at liberty to recover the decreetal amount through due process of law.

Draw decree accordingly.

***Prl. Civil Judge & J.M.F.C.,
T.Narasipura.***