KAMS710006802024

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 27th day of April, 2026.

ORIGINAL SUIT No.27/2024

PLAINTIFF : ***Sri.Basavegowda,***
S/o Bommarasegowda
@Arasaiah,
Aged about 74 years,
R/at Rangasamudra Village,
Kasaba Hobli,
T.Narasipura Taluk.

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

V/s

Defendant/s:

1. ***Smt.Sannamma,***
W/o Doddegowda,
Aged about 75 years,
R/at Elegowdanahundi Village,
Pattehundi Dhakale,
Kasaba Hobli,
T.Narasipura Taluk.

2. ***Sri.Basavaraju,***
S/o Doddegowda,

Aged about 52 years,
R/at Elegowdanahundi Village,
Pattehundi Dhakale,
Kasaba Hobli,
T.Narasipura Taluk.

Presently R/at:
C/o Nanjamma Krishnappa,
Shree Kalabairaveshwara
Nilaya, No.10/16, Vidyapeeta,
Ward No.164, 3rd 'C' Road,
Vivekanandanagara,
Katharaguppe, Bengaluru.

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

Date of Institution of Suit	*23.01.2024*
Nature of Suit	***Recovery of Money***
Date of Commencement of Recording of evidence	*04.07.2024*
Date of closing of evidence	*02.04.2026*
Date on which judgment was pronounced	*27.04.2026*
Total Duration	***Year/s*** 02 ***Month/s*** 03 ***Days*** 04

(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 defendants for the relief of ***recovery of sum of Rs.1,73,000/- with current and future interest at the rate of Rs.24% per***

annum from the date of suit till realization *and for costs of the suit.*

<u>The Brief facts of the plaintiff 's case is as under:</u>

2. *It is the case of the plaintiff that the defendant No.1 is the mother of the defendant No.2 and to meet the marriage expenses of the daughter of the defendant No.2 by name Divya, the defendants had borrowed a loan of Rs.1,00,000/- from the plaintiff on 20.01.2021 and had executed an On Demand Pro-note on the same day promising to repay the said loan amount with interest at the rate of 2 % per month. Thereafter inspite of repeated requests made by the plaintiff, the defendants have not repaid the principal loan amount with interest and thus the plaintiff issued the legal notice dated 02.01.2024 which was duly served upon the defendants and the defendants instead of repaying the loan amount with interest have issued an untenable reply notice dated 18.01.2024. Hence, this suit for recovery of money as prayed for.*

3. *On issuance of the suit summons the defendants appeared through their counsel and have filed* *their written statement and have admitted that the defendants have borrowed loan of Rs.1,00,000/- from the plaintiff to meet the marriage expenses of the daughter of the defendant No.2 and accordingly at the time of receiving the loan amount they had executed the On Demand Promissory Note and Consideration receipt dated 20.01.2021 in the presence of the witnesses agreeing to pay the interest at the rate of 2 % per month on the principal loan amount.*

4. *Further it is contended that at the time of lending the said loan of Rs.1,00,000/- on 20.01.2021 to the defendants the plaintiff had obtained signatures of the defendants on the two blank Stamp Papers.*

5. *Further the defendants have denied the suit claim and have contended that the defendants have paid the interest for the successive period of 2 years from 20.01.2021 and they have also repaid the principal amount of Rs.50,000/-.* ***Further it is contended that the defendants are only liable to repay the balance principal amount of Rs.50,000/- with interest at the***

rate of 24 % per annum on and from 20.01.2023 to the plaintiff. *Thereafter as the defendant No.2 fell ill he had requested the plaintiff for extension of time to repay the remaining balance principal amount of Rs.50,000/- with interest to the plaintiff. But the plaintiff has filed this frivolous suit against them to grab money from these defendants and further the plaintiff misused the Blank stamp papers signed by the defendants and has filed another suit through his son by name Basavaraju in O.S.No.29/2024 for recovery of sum of Rs.2,00,000/- with interest at the rate of 24 % per annum. Accordingly prayed to dismiss the suit with costs.*

6. *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, the defendants have borrowed the suit loan as alleged?*

2. *Whether the plaintiff proves that, the execution of various documents referred to in the plaint by the defendants?*
3. *Whether the plaintiff proves that, the defendants have agreed to pay interest on the loan borrowed at the rate and in the manner stated in the plaint?*
4. *Whether the plaintiff proves that, the debt has been acknowledged by the defendants as mentioned in the plaint?*
5. *Whether the plaintiff is entitled for the suit claim as prayed for?*
6. *What order or decree?*

7. *In order to prove his case, the plaintiff got examined himself as P.W.1 and got marked 9 documents at Ex.P.1 to Ex.P.9 and further got examined two witnesses as P.W.2 and 3 closed his side evidence. On the other hand, the defendant No.2 got examined himself as D.W.1 and got marked 7 documents at Ex.D.1 to Ex.D.7 and closed their evidence.*

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

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

Issue No.1	:	*In the* ***Affirmative***
Issue No.2	:	*In the* ***Affirmative***
Issue No.3	:	*In the* ***Affirmative***
Issue No.4	:	*In the* ***Affirmative***
Issue No.5	:	***Partly in the Affirmative***
Issue No.6	:	*As per the final order for the following:*

R E A S O N S

ISSUE No.1 to 4:

10. *These Issues are interconnected with each other and required common discussion. Therefore, I would like to deal these issues together to avoid repetition of facts.*

11. *It is the specific case of the plaintiff that the defendants had borrowed the loan of Rs.1,00,000/- from him on 20.01.2021 to meet the marriage expenses of the daughter of the defendant No.2 and had executed an On Demand Promissory Note and Consideration receipt dated 20.01.2021 agreeing to repay the loan amount with interest at the rate of 2 % per month. Thereafter the* *defendants failed to repay the principal amount with interest and thus the plaintiff issued legal notice to the defendants dated 02.01.2024. But instead of repaying the loan amount with interest the defendants have issued untenable reply notice dated 18.01.2024. Hence, this suit for recovery of money as prayed for.*

12. *Per contra the defendants have admitted the case of the plaintiff that they had borrowed borrowed loan of Rs.1,00,000/- from the plaintiff to meet the marriage expenses of the daughter of the defendant No.2 and they had executed the On Demand Promissory Note and Consideration receipt dated 20.01.2021 at the time of receiving the loan amount in the presence of the witnesses agreeing to pay the interest at the rate of 2 % per month on the principal loan amount.*

13. *Further it is contended that the defendants have paid the interest upon the said principal amount of Rs.1,00,000/- for the successive period of two years from 20.01.2021 and further they have repaid the principal amount to the tune of Rs.50,000/-. Further it is contended* *that the defendants are only liable to repay the balance principal amount of Rs.50,000/- with interest at the rate of 24 % per annum on and from 20.01.2023 to the plaintiff. Such being the case the plaintiff has filed this frivolous suit for his wrongful gain. Hence prayed to dismiss the suit with costs.*

14. *The burden of proving the above issues 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 9 documents at Ex.P.1 to Ex.P.9. The* ***Ex.P.1*** *is the On Demand Pro-note and Consideration Receipt dated 20.01.2021 executed by the defendants in favour of the plaintiff for sum of Rs.1,00,000/- promising to repay the same with interest at the rate of 2 % per month, the* ***Ex.P.2*** *is the O/c of the legal notice dated 02.01.2024, the* ***Ex.P. 3 to 5*** *are the Postal receipts, the* ***Ex.P.6 and 7*** *are the postal acknowledgments, the* ***Ex.P.8*** *is the postal cover and the* ***Ex.P.8(a)*** *is the copy of the legal notice dated 02.01.2024* *and the **Ex.P.9** is the Reply notice issued by the defendants dated 18.01.2024.*

15. *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 by name Sri.Narayana and Sri.S.L.Chikkanna 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 their respective signatures and the signature of the defendant No.1 and the thumb impression of the defendant No.1 on the Ex.P.1 which were earlier marked by the P.W.1 at Ex.P.1(a) to (g) wherein which the Ex.P.1(a) and (e) are the signatures of the defendant No.2, the Ex.P.1(b) and (f) are the signatures of the attesting witness by name Basavanna, the Ex.P.1(c) and (g) are the signatures of the P.W.2 and the Ex.P.1(d) and (h) are the signatures of the P.W.3.*

16. *Per contra in order to repudiate the case of the plaintiff and to establish their case, the defendant No.2 got examined himself as D.W.1 and led his examination in* *chief by way of affidavit and has reiterated his pleadings and further produced in all 7 documents which are marked at Ex.D.1 to 7. The **Ex.D.1** is the Adhar Card of one Smt.Mahadevamma, the **Ex.D.2** is the Pan card of one Mahadevamma, the **Ex.D.3 and 4** are the legal notices issued by the plaintiff to the defendants dated 02.01.2024, the **Ex.D.5** is the Reply notice dated 18.01.2024 issued by the defendants through their Advocate to the plaintiff, the **Ex.D.6** is the postal receipt and the **Ex.D.7** is the postal acknowledgment.*

17. In the case on hand the fact that the defendants had borrowed the loan of Rs.1,00,000/- from the plaintiff on 20.01.2021 to meet the marriage expenses of the daughter of the defendant No.2 by name Divya, by executing the On Demand Promissory Note and Consideration receipt dated 20.01.2021 marked at Ex.P.1 at the time of borrowing the loan amount of Rs.1,00,000/- from the plaintiff in the presence of the witnesses, agreeing by the defendants to pay the interest at the rate of 2

% per month on the principal loan amount is admitted fact.

18. *As such when the defendants have themselves admitted the due execution of the On Demand Promissory note marked at Ex.P.1 in favour of the plaintiff, nothing warrants the plaintiff to further prove the due execution of the Ex.P.1. But anyhow the plaintiff got examined himself as P.W.1 and further got marked the Ex.P.1 and further got examined the P.W.2 and 3 to prove the due execution of the said Ex.P.1 which is an admitted document in the case on hand. Further in the course of his cross examination the D.W.1 has specifically admitted that he had borrowed loan of Rs.1,00,000/- from the plaintiff agreeing to repay the same with interest at the rate of 2 % per month and that he and his mother have executed the On Demand Pronote and Consideration receipt dated 20.01.2021 marked at Ex.P.1 to that effect.*

19. *Further it is the case of the defendants that the plaintiff had obtained two blank stamp papers duly signed by them at the time of lending loan of Rs.1,00,000/- to the* *defendants on 20.01.2021 and the plaintiff by misusing one of said blank stamp paper duly signed by the defendants had fraudulently created an On Demand Pro-note for sum of Rs.2,00,000/- and has filed another suit in O.S.No.29/2024 against them through his son by name Basavaraju for recovery of sum of Rs.2,00,000/- with interest at the rate of 24 % per annum, is immaterial to the case on hand.*

20. *In the case on hand, it is the specific defence put forth by the defendants that they have already paid the interest upon the said principal amount of Rs.1,00,000/- borrowed by them, for the successive period of two years from 20.01.2021 and further they have already repaid the principal amount to the tune of Rs.50,000/- and as such they are only liable to repay the balance principal amount of Rs.50,000/- with interest at the rate of 24 % per annum on and from 20.01.2023 to the plaintiff.*

21. In this regard the counsel for the defendants have cross examined the P.W.1 at length.

In the course of his cross examination the P.W.1 has specifically denied the suggestion put to him that the defendants have paid the interest upon the principal amount up-to 2023 and further the P.W.1 has denied the suggestion put to him that the defendants have already repaid the principal loan amount of Rs.50,000/- to him. Further the P.W.1 has specifically denied the suggestion put to him that the defendants are only liable to pay the balance principal amount of Rs.50,000/- with interest from 2023 and further the P.W.1 has specifically denied the suggestion put to him that as the defendant No.2 had fell ill he had taken time to repay the said balance principal amount of Rs.50,000/- and even then he had issued the legal notice to the defendants with malicious intent and has filed this frivolous suit against the defendants.

22. On the contrary though the burden lies upon the defendants to establish their said case *that they have already paid the interest upon the said principal* *amount of Rs.1,00,000/- for the successive period of two years from 20.01.2021 and further they have already repaid the principal amount to the tune of Rs.50,000/- and as such they are only liable to repay the balance principal amount of Rs.50,000/- with interest at the rate of 24 % per annum on and from 20.01.2023 to the plaintiff,* ***the defendants have not produced any reliable and cogent documentary proof of repayment of the interest and principal amount of Rs.50,000/- to the plaintiff as contended by them. Thus the defendants have utterly failed to establish the defence put-forth by them.***

23. *As such on appreciation of the pleadings and evidence both oral and documentary placed on record the plaintiff has successfully proved the issue No.1 to 4.* ***Accordingly, I am inclined to answer the Issue No.1 to 4 in the Affirmative.***

ISSUE No.5:

24. *In view of my findings on the Issue No.1 to 4, the plaintiff is successful in proving his case that the* *defendants had borrowed loan of Rs.1,00,000/- agreeing to repay the same with interest at the rate of 2% p.m., from the plaintiff and had executed On Demand Promissory Note marked at Ex.P.1 in favour of the plaintiff and subsequently remained defaulters in repaying the loan borrowed by them, which indeed is a legally recoverable debt. Further, the defendants have utterly failed to disprove the claim of the plaintiff. As such I hold that the plaintiff is entitled for recovery of suit claim of Rs.1,73,000/- from the defendants as prayed for.*

25. *Further, in connection with the future interest is concerned the defendants have claimed the future interest at the rate of 24 % per annum upon the principal amount to be payable by the defendants. In this regard 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* *decreetal amount.* ***Hence, I am inclined to answer the Issue No.5 partly in the Affirmative.***

ISSUE No.6:

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

O R D E R

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

Consequently, the defendants are directed to pay the sum Rs.1,73,000/- to the plaintiff 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 defendants are 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 27th day of April, 2026).

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

A N N E X U R E

1. ***List of witnesses examined on behalf of plaintiff:***

P.W.1	:	*Basavegowda*
P.W.2	:	*Narayana*
P.W.3	:	*Chikkanna*

2. ***List of documents exhibited on behalf of plaintiff:***

Ex.P.1	:	*On Demand Pro-note and Consideration receipt*
Ex.P.2	:	*O/c of Legal Notice*
Ex.P.3 to 5	:	*C/c of Postal Receipts*
Ex.P.6 & 7	:	*Postal Acknowledgments*
Ex.P.8	:	*Postal Cover*
Ex.P.8(a)	:	*Copy of the Legal Notice*
Ex.P.9	:	*Reply notice*

3. ***List of witnesses examined on behalf of defendants:***

D.W.1	:	*Basavaraju*

4. ***List of documents exhibited on behalf of defendants:***

Ex.D.1	:	*Adhar Card*
Ex.D.2	:	*Pan Card*

Ex.D.3 & 4	:	*Legal Notices*
Ex.D.5	:	*Reply notice*
Ex.D.6	:	*Postal Receipt*
Ex.D.7	:	*Postal Acknowledgment*

(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 defendants are directed to pay the sum Rs.1,73,000/- to the plaintiff 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 defendants are 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.