KAMS710011772023

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 06th day of April, 2026.

ORIGINAL SUIT No.183/2023

PLAINTIFF : ***Sri.Puttegowda.,***
S/o Late H.D.Ramegowda,
Aged about 47 years,
R/at Hanumanalu Village and Post,
Bannur Hobli, T.Narasipura Taluk,
Mysuru District.

(By Smt.C.R.K., Advocate)

-V/S-

DEFENDANT: ***Sri.Siddegowda M,***
S/o N. Marigowda,
Aged about 35 years,
R/at Maragowdanahalli Village,
Hanumanalu Post, Bannur Hobli,
T.Narasipura Taluk,
Mysuru District.

(Exparte)

Date of Institution of Suit	*08.08.2023*
Nature of Suit	***Recovery of Money***
Date of Commencement of Recording of evidence	*18.01.2024*
Date of closing of evidence	*21.02.2026*
Date on which judgment was pronounced	*06.04.2026*
Total Duration	***Year/s*** ***Month/s*** ***Days*** *02* *07* *29*

(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.1,20,400/- with future interest 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 and the defendant are known to each other and as such the defendant had approached the plaintiff and had borrowed a loan of Rs.70,000/- on 28.08.2020 from the plaintiff to meet his financial crisis and further to discharge the loan amount had executed an On Demand Pro-note and* *consideration receipt on the same day promising to repay the said loan amount of Rs.70,000/- with interest at the rate 2 % per month in the presence of witnesses. Thereafter in spite of several requests, the defendant neither paid the principal amount nor the interest. Thus the defendant failed to repay the loan amount to the plaintiff and as such the plaintiff got issued legal notice dated 13.06.2023 to the defendant. But even then the defendant did not repaid the loan amount with interest. Hence, this suit for recovery of money as prayed for.*

3. *In spite of the service of suit summons, the defendant remained absent and was placed exparte. Hence, the matter has been posted for enquiry.*

4. *To prove his assertions, the plaintiff stepped into the witness box and got examined himself as P.W.1 and got marked 05 documents at Ex.P.1 to 5 and also examined two witnesses by name M.C.Mohankumar and Panchalingegowda as P.W.2 and 3 respectively and closed his side evidence.*

5. *The points that would arise for final determination of the case are as under:*

1. *Whether the plaintiff proves that the defendant had borrowed a loan of Rs.70,000/- and executed an On Demand Pronote in his favour for discharge their legally recoverable debt?*
2. *Whether the plaintiff proves that the defendant failed to repay the said loan amount with interest to him?*
3. *Whether the plaintiff is entitled for the reliefs as sought for?*
4. *What order or decree?*

6. *Heard arguments on the plaintiff side and perused the materials available on record.*

7. *My findings on the above points are:*

Point No.1	:	*In the* ***Affirmative,***
Point No.2	:	*In the* ***Affirmative,***
Point No.3	:	*In the* ***Affirmative,***
Point No.4	:	*As per the final order for the following*

R E A S O N S

POINT NO.1 and 2:

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

9. *It is the specific case of the plaintiff that the defendant had borrowed a hand loan of Rs.70,000/- on 28.08.2020 from the plaintiff to meet his legal necessities promising him to repay the same along with interest at the rate of 2% per month. That for the repayment of the said loan amount the defendant had executed an On Demand Pronote in favour of the plaintiff. But inspite of several requests by the plaintiff the defendant neither paid the principal amount nor the interest. Hence, this suit for recovery of money.*

10. *The burden of proving the above said points is on the plaintiff. The plaintiff, in order to prove his assertions, got examined himself as P.W.1 and also examined the attesting witnesses by name*

Sri.M.C.Mohankumar as P.W.2 and Sri.Panchalingegowda as P.W.3 and they have reiterated the entire plaint averments.

11. *The evidence of P.W.1 to 3 remained unchallenged, as the defendant did not come forward to rebut the claim of the plaintiff.*

12. *Further, the P.W.1 in the course of his examination in chief got marked 5 documents at Ex.P.1 to Ex.P.5. The* ***Ex.P.1*** *is the On Demand Pronote executed by the defendant in favour of plaintiff on 28.08.2020 for sum of Rs.70,000/- promising to repay the same with interest at the rate of 2% P.M., which is in consonance to the case of the plaintiff and further the P.W.2 and 3 being the attesting witnesses to the Ex.P.1 got identified their respective signatures marked at Ex.P.1(b) & (c) respectively and further identified the signature of the defendant marked at Ex.P.1(a) on the Ex.P.1, the* ***Ex.P.2*** *is the Consideration Receipt executed by the defendant in favour of plaintiff on 28.08.2020, which is also in consonance to* *the case of the plaintiff and further the P.W.2 and 3 being the attesting witnesses to the Ex.P.2 got identified their respective signatures marked at Ex.P.2(b) & (c) respectively and further identified the signature of the defendant marked at Ex.P.2(a) on the Ex.P.2, the **Ex.P.3** is the O/c of the legal notice dated 12.06.2023, the **Ex.P.4** is the postal receipt and the **Ex.P.5** is the track consignment report.*

13. *On evaluation of the Ex.P.1 to 5 produced by the plaintiff, clearly reveals that the defendant had borrowed the suit loan amount from the plaintiff as narrated in the plaint and had executed the Ex.P.1 and 2 in favour of the plaintiff to clear his debt and further the documents exhibited at the Ex.P.3 to 5 and the evidence placed by the P.W.1 to 3 are totally in nexus with the case of the plaintiff.*

14. *Per contra there are no contra materials on record to disbelieve the case of the plaintiff. Hence, whatever the evidence adduced by the plaintiff is accepted at this stage. Accordingly the plaintiff is successful in proving that the defendant had borrowed a loan of*

Rs.70,000/- from the plaintiff and issued an On Demand Pronote to discharge his legally recoverable debt and subsequently failed to repay the loan amount with agreed rate of interest to the plaintiff. Hence, I am of the opinion that the plaintiff has successfully proved the point No.1 and 2 successfully. ***Accordingly, I am inclined to answer the point No.1 and 2 in the Affirmative.***

POINT No.3:

15. *In view of my findings on point No.1 and 2, the plaintiff is successful in proving his case that the defendant had borrowed loan of Rs.70,000/- from the plaintiff agreeing to repay the same with interest at the rate of 2 % P.M., and subsequently remained defaulter in repaying the loan borrowed by him, which indeed is a legally recoverable debt and further even after service of the suit summons to the defendant he remained absent throughout and thus his silence acknowledges that he is the debtor towards the plaintiff and accordingly this Court can safely draw adverse inference against him. As such I* *hold that the plaintiff is entitled for recovery of suit claim of Rs.1,20,400/- from the defendant as prayed for.*

16. *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 decreetal amount.* ***Accordingly, I am inclined to answer the point No.3 in the Affirmative.***

POINT No.4:

17. *In the light of my due discussions on point No.1 to 3, I proceed to pass the following:*

O R D E R

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

Consequently, the defendant is directed to pay sum Rs.1,20,400/- with future interest at the rate of 6% p.a. from the date of filing the *suit till the realization of the decreetal amount to the plaintiff.*

Further the defendant is 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 from the defendant through due process of law.

Draw decree accordingly.

(Dictated to the Stenographer, directly on computer, corrected by me and then pronounced in the Open Court on this the 06th day of April, 2026).

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

<u>A N N E X U R E</u>

1. ***<u>List of witnesses examined on behalf of plaintiff:</u>***

P.W.1	:	*Puttegowda*
P.W.2	:	*M.C.Mohankumar*
P.W.3	:	*Panchalingegowda*

2. ***<u>List of documents exhibited on behalf of plaintiff:</u>***

Ex.P.1	:	*On Demand Pro-note dated 28.08.2020*
Ex.P.2	:	*Consideration Receipt*
Ex.P.3	:	*O/c of Legal Notice dated 12.06.2023*
Ex.P.4	:	*Postal Receipt*
Ex.P.5	:	*Track Consignment*

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 decreed with costs.

Consequently, the defendant is directed to pay sum Rs.1,20,400/- with future interest at the rate of 6% p.a. from the date of filing the suit till the realization of the decreetal amount to the plaintiff.

Further the defendant is 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 from the defendant through due process of law.

Draw decree accordingly.

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