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Sandeep S Reddy
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IN THE COURT OF THE SENIOR CIVIL JUDGE & J.M.F.C., AT : MAGADI.

Present:
Sri. Sandeep S. Reddy, B.A., LL.B.,
Senior Civil Judge & JMFC, Magadi.

DATED : THIS THE 6th DAY OF JUNE 2026

S.C. No. 3/2025

Plaintiff : Shivananja Char
S/o Lingachar,
Aged about 69 years,
R/at Kalludevanahalli
Village, Kasaba Hobli,
Magadi Taluk,
Bangalore South District.

(By **Sri. H.T.B.** Advocate)

--V/s--

Defendant : Smt. Hemavathi
W/o Maregowda,
Aged about 38 years,
R/at Thimmaiahnadoddi
Village, Belagumba Post,
Ramanagara Taluk,
Bangalore South District.

(Ex-parte)

Date of Institution of Suit	:	12.09.2025

<table>
<tr><td>Nature of Suit</td><td>:</td><td colspan="3">Small Cause</td></tr>
<tr><td>Date of commencement of evidence</td><td>:</td><td colspan="3">26.3.2026</td></tr>
<tr><td>Date of Judgment</td><td>:</td><td colspan="3">06.06.2026</td></tr>
<tr><td rowspan="2">Duration</td><td rowspan="2">:</td><td>Year</td><td>Months</td><td>Days</td></tr>
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Senior Civil Judge & JMFC,
Magadi.

JUDGMENT.

The plaintiff has filed the aforesaid suit against the defendant seeking relief of recovery of money ₹ 25,000/- together with interest as per law from the date of suit till realization and other consequential reliefs.

2. The plaintiff has contended that, the defendant is known to the plaintiff and they were friends from the past several years. That on 05.06.2024 the defendant had approached the plaintiff and obtained the hand loan of Rs. 25,000/- for his family legal necessities and to improve her vegetable business. That the plaintiff had given Rs. 25,000/- money and subsequently for clearing the said loan the

defendant had given the cheque leaf dt: 13.01.2025 bearing No. 064260 drawn on Bangalore District Central Co-operative Bank Ltd., That the said cheque when presented for encashment on 20.01.2025 was returned back on 24.01.2025 with an endorsement funds insufficient. That the plaintiff had got issued the legal notice to the defendant on 10.02.2025 with respect to dishonour of cheque. That the defendant pleaded financial difficulty and requested plaintiff not to initiate legal proceedings and sought for five months time. That after given after five months the defendant did not repay the said amount. Hence, on 06.08.2025 the notice was again issued even after the receipt of the notice, the plaintiff had not repaid the said amount. Hence, the aforesaid case is filed.

3. The defendant has not appeared before the court. The notice was served on the defendant. The defendant was placed ex-parte by this court on 09.02.2026.

4. The plaintiff got himself examined as PW-1 got marked documents as Ex P1 to 8. Plaintiff closed his side. Since defendant placed exparte, I heard the argument of advocate for plaintiff. The following points arise for my consideration:

POINTS

1. Whether the plaintiff proves that he had advanced the loan of Rs. 25,000/- to the defendant and defendant had not repaid the said loan ?

2. Whether the plaintiff is entitled for reliefs sought for?

3. What order or decree?

5. My answer to above points is as follows;

Point No.1: In the **affirmative**.
Point No.2: In the **affirmative**.
Point No.3: As per final order for the following;

REASONS

6. **POINT No. 1 & 2:-** This is a simple suit for recovery of money with interest from the defendant.

7. The brief facts of the case are that the defendant is known to the plaintiff and they were friends from the past several years. That on 05.06.2024 the defendant had approached the plaintiff and obtained the hand loan of Rs. 25,000/- for his family

legal necessities and to improve her vegetable business. That the plaintiff had given Rs. 25,000/- money and subsequently for clearing the said loan the defendant had given the cheque leaf dt: 13.01.2025 bearing No. 064260 drawn on Bangalore District Central Co-operative Bank Ltd., That the said cheque when presented for encashment on 20.01.2025 was returned back on 24.01.2025 with an endorsement funds insufficient. That the plaintiff had got issued the legal notice to the defendant on 10.02.2025 with respect to dishonour of cheque. That the defendant pleaded financial difficulty and requested plaintiff not to initiate legal proceedings and sought for five months time. That after given after five months the defendant did not repay the said amount. Hence, on 06.08.2025 the notice was again issued even after the receipt of the notice, the plaintiff had not repaid the said amount.

8. In order to substantiate his pleading, the plaintiff got himself examined as PW1 and got marked the documents Ex.P1 to 8. Ex.P1 is the cheque, Ex.P2 is the return memo, Ex.P3 & 4 are the notices, Ex.P5 is the delivery receipt, Ex.P6 is the RPAD cover and Ex.P7 & 8 are postal receipts.

9. Further, the evidence before this court is in consonance with the pleadings of the plaintiff. The evidence shows that defendant has borrowed loan of Rs.25,000/- from the defendant for his legal necessities. The Ex.P1 cheque belongs to the defendant. The Sec. 118 of Negotiable instrument Act provides for the presumptions. Sec 118 of Negotiable Instrument Act reads as under:

> *"118. Presumptions as to negotiable instruments.—Until the contrary is proved, the following presumptions shall be made:— (a) of consideration:—that every negotiable instrument was made or drawn for consideration, and that every such instrument, when it has been accepted, indorsed, negotiated or transferred, was accepted, indorsed, negotiated or transferred for consideration; (b) as to date:—that every negotiable instrument bearing a date was made or drawn on such date; (c) as to time of acceptance:—that every accepted bill of exchange was accepted within a reasonable time after its date and before its maturity; (d) as to time of transfer:—that every transfer of a negotiable instrument was made before its naturity; (e) as to order of indorsements:—that the indorsements appearing upon a negotiable instrument were made in the order in which they appear then on; (f) as to stamp:— that a lost promissory note, bill of*

exchange or cheque was duly stamped; (g) that holder is a holder in due course:—that the holder of a negotiable instrument is a holder in due course: provided that, where the instrutment has been obtained from its lawful owner, or from any person in lawful custody thereof, by means of an offence or fraud, or has been obtained from the maker or acceptor thereof by means of an offence or fraud, or for unlawful consideration, the burden of proving that the holder is a holder in due course lies upon him."

10. Thus, the Sec. 118 of Negotiable Instrument Act is provides for the presumption with respect to consideration, date of drawing of the cheque, time of acceptance, time of transfer and holder in due course. The presumptions can be clearly applicable to the present case and benefit has to be given to the plaintiff with respect to presumptions.

11. The defendant has not appeared before the court and has not filed the written statement. Per contra, the defendant not led evidence to prove her contention. Further, the Hon'ble Apex court in the case of ***VIDYEDHAR -VS- MANKIRAO reported in AIR 1999 SC 1441 in para 16*** of the judgment held that:-

"Where a party to the suit does not appear into the witness box and states his own case on oath and does not offer himself to be cross-examined by the other side, a presumption would arise that the case set-up by him is not correct and draw presumption under section 114 of evidence act against a party who did not enter in to the witness box. "

12. In view of the above ratio laid down by the apex court, the defendant has not entered the witness box to prove that her defence. In the absence of contrary evidence on record, this court has no hesitation to hold that the plaintiff has placed sufficient evidence to show that defendant has agreed to repay loan amount as pleaded in the plaint. Viewing from any angle, this court does not find any reasons to disbelieve the case of the plaintiff. Thus, in the absence of the contrary evidence on record, this court is not hesitant to hold that plaintiff has established the loan transaction of defendant.

13. The interest rate as given U/s 34 of CPC is clearly applicable to the present case on hand. The amount of 6% interest can be awarded to the defendant from the date of filing of the suit to the date of decree and 6% interest can be awarded from the

decree till the payment of entire amount. ***Accordingly, I answer Point No.1 & 2 in the Affirmative.***

14. **Point No.3**:- In view of the aforesaid reasons, I pass the following;

O R D E R

The suit of the plaintiff is decreed against the defendant for Rs.25,000/- together with court cost.

The plaintiff is entitled at the rate of 6% interest from the date of filing of the suit till the date of decree. The plaintiff is also entitled for 6% interest from the date of decree to the date of payment.

Draw decree accordingly.

*(Dictated to the Stenographer directly on the computer, typed by him, corrected by me and then pronounced in the open court on this the **6th day of June, 2026**.)*

(Sandeep.S.Reddy)
Senior Civil Judge,
Magadi.

ANNEXURE

List of witnesses examined on behalf of Plaintiff:

PW-1	:	Shivananjachar	26.03.2026

List of documents produced on behalf of Plaintiff:

Ex.P1	:	Cheque
Ex.P2	:	Return memo
Ex.P3 & 4	:	Notices
Ex.P5	:	Delivery receipt
Ex.P6	:	RPAD cover
Ex.P7 & 8	:	Postal receipts

List of witnesses examined on behalf of Defendant:

NIL

List of witnesses examined on behalf of Defendant :

NIL

Senior Civil Judge & JMFC.,
Magadi.

Separate judgment signed and pronounced in open court.

ORDER

The suit of the plaintiff is decreed against the defendant for Rs.25,000/- together with court cost.

The plaintiff is entitled at the rate of 6% interest from the date of filing of the suit till the date of decree. The plaintiff is also entitled for 6% interest from the date of decree to the date of payment.

Draw decree accordingly.

Sr. Civil Judge & JMFC, Magadi