KATK700008482023

IN THE COURT OF THE SENIOR CIVIL JUDGE AND JMFC AT: PAVAGADA.

Present : **SHRI. MADESHA V,**
BAL., LL.B,
Senior Civil Judge and J.M.F.C.,
Pavagada.

S.C. No.15/ 2023

Dated this 17th day of July, 2026.

PLAINTIFF : K.H.Ramanjineya
S/o Late Allapuramaiaha,
Aged about 80 years,
dead by Lrs:

a. Lakshmidevamma
W/o Late K.H.Ramanjineya,
Aged about 74 years.

b. Srinath.M.R
S/o Late K.H.Ramanjineya,
Aged about 52 years.

c. Sridhara.M.R
S/o Late K.H.Ramanjineya,
Aged about 50 years.

Plaintiff No.a to c are
R/o Gangasagara,
Y.N.Hosakote Hobli,
Pavagada Taluk.

(By Sri.MN, Advocate)

VERSUS

DEFENDANT : M.S.Mallikarjuna
S/o M.Subbarayappa,
Aged about 55 years,
R/o Palavally,

Nagalamadike Hobli,
Pavagada Taluk.

Date of institution of suit	:	25-10-2023
Nature of suit	:	Recovery of Money.
Date of commencement of recording of evidence	:	27-08-2024
Date on which the judgment was pronounced	:	17-07-2026
Total duration	:	Year/s 02 Month/s 08 Day/s 23

Sd/-
(MADESHA. V)
Senior Civil Judge and JMFC.,
Pavagada.

J U D G M E N T

The plaintiff has filed the present suit against the defendant for the relief of recovery of money based on an On-Demand Promissory note.

2. The brief facts of the plaintiff's are as follows:

That on 18-10-2014, the defendant approached plaintiff and availed hand loan of Rs.50,000/- for his family necessities agreeing to repay the same with interest at the rate of 2% per month. Upon receipt of the loan amount, he had executed On demand promissory note in presence of witnesses. The plaintiff approached the defendant on so many occasions and requested to repay the loan amount with interest. The defendant had paid Rs.2,000/- towards interest on 17-10-2017 and the defendant further paid Rs.10,000/- towards interest on 15-10-2020. The plaintiff demanded defendant to repay the principle amount with interest several times orally but, the defendant fails to repay the same. The plaintiff has also issued legal notice to the defendant on 07-10-2023 by RPAD. In spite of receipt of notice, he neither replied nor repaid the amount. In spite of repeated requests, he did not repay the loan amount and interest. Hence left with no alternative, the plaintiff filed the present suit for said relief.

3. In response to the suit summons, the defendant appeared before the court through the counsel and filed written statement contending that, the suit is not maintainable either in law or on facts of the case. He has denied all the allegations made in para No.2 to 7 of the plaint. It is contended that, the plaintiff fraudulently for illegal gain

created and concocted the suit document i.e., On demand pro-note with collusion of the scribe and witnesses and at the instigation of the persons who are not in good terms with him. At no point of time, he had borrowed the amount from the plaintiff. The signature found on the suit document is seriously disputed and it is not that of the defendant. The document itself goes to show that it is a purely created and concocted for the purpose of illegal gain. The plaintiff has filed unnecessary suit to harass and give mental and physical trouble to the defendant. On the said grounds, he prayed to dismiss the suit with exemplary costs.

4. On the basis of pleading of the parties, the following points arise for consideration :

1. Whether the plaintiffs prove that, the defendant had borrowed a sum of Rs.50,000/- from the deceased plaintiff K.H.Ramanjineya on 18-10-2014 for his legal necessities by executing an On demand promissory note and consideration receipt ?

2. Whether the plaintiffs prove that, the defendant had agreed to repay the said loan amount with interest at the rate of 2% p.m.?

3.Whether the plaintiffs prove that, they are entitled for the reliefs as sought for?

4. To What order or decree?

5. In order to prove their case, the deceased plaintiff himself entered into the witness box and got examined as PW1 and ExP1 to P5 were marked. In support of their case, they have also examined one witness as PW2. On the other hand, the defendant did not choose to adduced evidence.

6. Heard an arguments by the learned counsel for plaintiffs. The learned counsel for the defendant filed retirement memo and thereafter, the defendant did not choose to engage any counsel. Hence, argument by the defendant taken as nil.

7. After carefully going through the material evidence available on record and taking into consideration of the facts and circumstances of the case, my answer to the above points are as follows :

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:

REASONS

8. **Points No.1 and 2:** Both the issues are interconnected, they are taken together for common discussion to avoid repetition of facts. In order to prove the case, deceased plaintiff himself entered into the witness box and filed his examination-in-chief affidavit and he has almost reiterated the contentions taken in the plaint. In support of his case, he has also produced ExP1-On demand promissory note, ExP2 is amount paid receipt, ExP1(a) and ExP2(a), (b), (d), (e) signatures of defendant, ExP2(b) and (c) are endorsements, ExP3 is legal notice, ExP4 is postal receipt and ExP5 is postal acknowledgment.

9. In support of the case of plaintiffs, plaintiff No.1(b) Srinath M.R got examined himself as PW2. In his examination-in-chief affidavits, he has deposed that, defendant had

borrowed loan of Rs.50,000/- from the plaintiff on 18-10-2014 agreeing to repay the same with an interest at the rate of 2% per month. Accordingly he had executed On-demand pronote in favour of plaintiff. In spite of repeated requestst, the defendant did not repay the loan amount and interest. He further reiterated the contentions taken in the plaint. It is pertinent to note, after the learned counsel for the defendant filed retirement memo, the defendant did not choose to engage any counsel and to prosecute the case. Hence, the cross-examination of PW1 and 2 taken as nil. Therefore, the entire oral and documentary evidence adduced by the plaintiffs remained unchallenged and undisputed.

10. The learned counsel for the plaintiff argued that, on 18-10-2014, the defendant approached plaintiff and availed hand loan of Rs.50,000/- for his family necessities and to repay the hand loan, agreeing to repay the same with interest at the rate of 2% per month. Upon receipt of the loan amount, he had executed On demand promissory note in presence of witnesses. The plaintiff approached the defendant

on so many occasions and requested to repay the loan amount together with interest. The defendant had paid Rs.2,000/- towards interest on 17-10-2017 and the defendant further paid Rs.10,000/- towards interest on 15-10-2020. The plaintiff demanded defendant to repay the principle amount with interest several times orally but, the defendant fails to repay the same. The plaintiff has also issued legal notice to the defendant on 07-10-2023 by RPAD. In spite of receipt of notice, he neither replied nor repaid the amount. In spite of repeated requests, he did not repay the loan amount and interest. On the said grounds, prayed to decree the suit as sought for.

11. It is the initial burden of the plaintiffs to establish that, the defendant had availed loan of Rs.50,000/- by executing on demand promissory note and in spite of repeated demands, he did not repay the same. In order to prove his case, the plaintiffs have filed their evidence affidavit, wherein they almost reiterated the contentions taken in the plaint and produced ExP1 to 5. ExP1 is the On

Demand promissory note and consideration receipt dated 18-10-2014 alleged to have been executed by the defendant in his favour. ExP1 reveals that, the defendant had availed Rs.50,000/- agreeing to repay the same with interest at the rate of 2% per month. In the said document, the defendant put his signature and the same has been attested by the witnesses and deed writer.

12. In support of plaintiffs case, they have also examined one of the attesting witness as PW2. He has filed his examination-in-chief affidavit and deposed that, the defendant had received the loan of Rs.50,000/- from the plaintiff and had executed an On Demand promissory note and consideration receipt agreeing to repay the same with interest at 2% per month.

13. It is the contention of defendant that, the plaintiff has illegally created On-demand pronote for wrongful gain. But, the defendant has not stated how the On-demand gone to the hands of plaintiff and the circumstances in which he had received said On-demand pronote. Further, the

defendant had not denied his signature on the On-demand pronote. Under such circumstances, in absence of acceptable material to substantiate the allegation, it cannot be said that, the plaintiff has illegally created the document for wrongful gain. Therefore, the defendant has failed to prove that, the plaintiff has illegally created on demand pro-note and consideration receipt and created the same colluding with the witnesses and scribe.

14. By going through the above said aspects, it is clear that, the plaintiff has produced document and also adduced evidence of PW2. The evidence of PW1 is corroborated with the evidence of PW2 who is the son of deceased plaintiff. Under such circumstances, there is no reason to disbelieve the contention taken by the plaintiff. On the other hand, though the defendant contending that, the plaintiff illegally created documents, till today he has not taken any legal steps against him about the same. Since the ExP1 Pro-note is one of the Negotiable instruments, hence

presumption can be safely drawn under section 118 of Negotiable instruments act.

15. As a whole, the evidence adduced and produced by the plaintiffs amply establishes the fact that, the defendant herein borrowed a loan of Rs.50,000/- from the deceased plaintiff by executing an On Demand Pro-note and consideration receipt and agreed to repay the said loan amount with interest at the rate of 2% per month. Wherefore, in view of the above discussion, I am constrained to answer Points No.1 and 2 in the **Affirmative.**

16. **Point No. 3:** In view of the findings given under Points No.1 and 2, the plaintiffs are entitled for the relief as sought for. Therefore, the Point No.3 is answered in the **Affirmative**.

17. **Point No.4**: In view of the discussions made above, I proceed to pass the following:

ORDER

The suit of the plaintiffs is hereby decreed with costs.

The defendant is hereby directed to pay the suit claim amount of Rs.99,000/- to the plaintiffs with interest at 2% per month, from the date of filing the suit, till its realization.

Draw decree accordingly.

(Dictated to the Stenographer, directly typed by him on the laptop, then corrected and pronounced by me in open court, on this the **17th day of July, 2026).**

Sd/-
(MADESHA V)
Senior Civil Judge and J.M.F.C,
Pavagada.

ANNEXURE

List of witnesses examined for the plaintiffs:

PW1 : K.H.Ramanjineya
PW2 : Srinath M.R.

List of documents marked for the plaintiffs:

ExP1 : On demand promissory note.

ExP2 : Amount paid receipt.

ExP1(a) &
ExP2(a),
(b), (d), (e) : Signatures of defendant.

ExP2(b) & (c): Endorsements.

ExP3 : Legal notice.

ExP4 : Postal receipt.

ExP5 : Postal acknowledgment.

List of witnesses examined for the defendant:

-:Nil:-

List of documents marked for the defendant:

-:Nil:-

Sd/-
(MADESHA V)
Senior Civil Judge and JMFC.,
Pavagada.