

KATK710043182021



**IN THE COURT OF PRL. CIVIL JUDGE AND JMFC AT
PAVAGADA**

**Present:- Smt. Munirathnamma.C.N, B.A., LL.B.,
Prl. Civil Judge and JMFC,
Pavagada.**

Dated this the 29th day of July, 2026

O.S. No.205/2021

Plaintiff :

Sri.Manjula
D/o Somareddy
Residing at:
Rainguage Extension
Pavagada Town
Pavagada Taluk.

(Rep. by Sri.P.V.Y., Advocate)

V/s

Defendant :

Smt.Adilakshamma
W/o Late Thimmareddy
residing at:
Rainguage Extension
Pavagada Town
Pavagada Taluk.

(Rep. by Sri.P.H.S., Advocate)

Date of Institutions of suit : 23.07.2021

Nature of suit : For recovery of money

Date of commencement of
recording of evidence : 03.08.2022

Date on which the Judgment
Pronounced : 29.07.2026

Total Duration : Year/s Month/s Day/s
05 00 06

(Smt. Munirathnamma.C.N)
Prl. Civil Judge and JMFC,
Pavagada

J U D G M E N T

The plaintiff has filed the present suit for the relief of recovery of sum of Rs.1,46,000/- with costs and interest on the principal sum at the rate of 2% p.m from the date of filing of the suit to date of decree of realization and payment and for other reliefs.

2. **The plaint averments in brief are as follows:**

The plaintiff has stated in the plaint that the defendant is known person residing in same area due to relation with plaintiff, the defendant has approached and requested financial assistance of Rs.1,00,000/- for her family legal necessities. Accordingly, the plaintiff agreed to pay amount and the defendant agreed to repay on 28.08.2019 with interest of 2% by executing On Demand Promissory Note. Both have made signatures in the document in the presence of witnesses.

However several times demands made by plaintiff to the defendant. The defendant has not discharge or settle the debts to the plaintiff. Therefore, the plaintiff issued legal notice through her advocate calling the defendant to pay the loan amount. However, the defendant neither paid loan nor paid interest. Hence, plaintiff instituted present suit.

3. The suit was registered and summons was issued to the defendant. In response to the summons, the defendant has appeared through his counsel and has filed his written statement so as to resist the case of the plaintiff.

4. **The brief averments of the written statement of defendant as follows;**

The defendant appeared and filed her written statement. In the written statement the defendant stated that the defendant never approached the plaintiff for financial, legal necessities and never borrowed money of Rs.1,00,000/- from the plaintiff. The plaintiff and family members are doing money lending business without possessing a valid license and therefore prays to dismiss the suit.

5. Based on the pleadings of both parties and on the available documents, this court has framed the following;

ISSUES

1. **Whether the plaintiff proves that the defendant approached her and borrowed a**

sum of Rs.1,00,000/- on 28.08.2019 from her for her legal necessities agreeing to repay the same with interest at the rate of 2% per month and executed an On Demand Promissory Note in favour of the plaintiff in the said regard ?

2. Whether the plaintiff proves that, the defendant has not repaid the sum of Rs.1,00,000/- borrowed by her on the terms agreed by the defendant at the time of borrowing the amount of Rs.1,00,000/- from the plaintiff?
3. Whether the plaintiff is entitled for the reliefs as sought in the plaint?
4. What order or decree ?

6. The plaintiff to prove her case, she has examined herself as PW.1 and two other witnesses examined as PW.2 and 3 and also got marked Ex.P.1 to Ex.P.4 and closed her side evidence. On the other hand, the defendant examined herself as as DW.1 but no documents are produced.

7. Heard the arguments of learned advocate on behalf of the plaintiff and learned advocate on behalf of defendant.

8. My findings on above said 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 : As per final order
for the following,**

REASONS

9. **ISSUE No.1:-** In order to prove the suit claim the plaintiff has examined herself as P.W.1. In her affidavit filed in lieu of examination-in-chief, she has reiterated everything mentioned in the plaint. Therefore, I am not inclined to reproduce the sentence of her examination. The plaintiff has produced four documents and got marked as Ex.P.1 to Ex.P.4. Ex.P.1 is the On Demand Promissory Note, Ex.P.2 is the Legal Notice, Ex.P.3 is the Postal Receipt, Ex.P.4 is the Postal Acknowledgment.

10. In order to prove the case of plaintiff, the plaintiff produced Ex.P.1 On Demand Promissory Note. Ex.P.1 is the On Demand Promissory Note, which shows the signature of defendant at Ex.P.1. The plaintiff examined PW.2 and PW.3 who are the witnesses to Ex.P.1.

11. PW.2 is the scribe of the document. PW.3 is the witness to the document. PW.2 and PW.3 deposed that they have made signatures at the time of lending of money by plaintiff to the defendant.

12. PW.1 in her examination-in-chief, she also deposed that the defendant executed promissory note for the loan raised

at her. In the cross examination the counsel for defendant has taken defence that plaintiff has got signature of defendant to the empty stamp paper with an intention to create Ex.P.1. It is clear from the suggestion of counsel for defendant that the defendant has executed a document in favour of plaintiff and the signature of defendant in Ex.P.1 is not in dispute. PW.1 in her cross examination categorically stated that the defendant borrowed money in the presence of Prabhu and the Lokesh who are witnesses to Ex.P.1 and Ex.P.1 is prepared by stamp vendor Shivarudraiah. The defence of the counsel for the defendant that witnesses and stamp vendor are created Ex.P.1. However, the said suggestion was denied by PW.1. It is clear from the evidence of PW1 that she lend money to the defendant by executing a document.

13. PW.2 is the scribe and PW.3 is the witness have deposed about lending of money by the plaintiff to the defendant. To disprove the case of the plaintiff, defendant No.1 has denied the case of the plaintiff. But she has not taken any specific plea in her written statement. In the cross examination she has denied the plaint averments. She has taken defence in cross examination DW.1 which is not in written statement and not raised by the counsel for the defendants in the cross-examination of PW.1. The contention of the defendant that the defendant made signature with an intention to get loan from the plaintiff's society but the plaintiff has not given any money to

her. The said contention is not in the written statement as well as in the cross-examination of PW.1. Further, she admitted service of notice and she deposed that she has not sent reply notice to the notice of plaintiff. What prevents her to issue reply notice to the defendant by denying the raising of loan.

14. Further, she deposed that she informed about the matter that plaintiff took her signature with intention to get loan from Sree Shakti Sangha to her counsel. Further, she denied the suggestion that she deposing false evidence before the court. It is clear from the evidence of DW.1 that she has taken defence that the plaintiff said that she will given loan on behalf of Sree Shakti Sangha and therefore she took signature of defendant. But she denied to lend money even after signature made by the defendant. Further the said evidence is not stated in her written statement. Therefore the said allegations in oral are not supported with documents. Hence, the contention of the defendants cannot be acceptable. It is clear from the evidence of PW.1 to PW.3 and the documentary evidence of PW.1 that the defendant borrowed Rs.1,00,000/- from plaintiff on 28.08.2019 by agreeing to repay with interest of 2% per month. Therefore, the plaintiff proved Ex.P.1. Hence, I answer the Issue No.1 in the **Affirmative**.

15. **Issue No.2:** The plaintiff has produced Ex.P.2 copy of legal notice dated 19.02.2021. On perusal of Ex.P.2 it is clear

that before filing of suit, the plaintiff issued legal notice and called the defendant to repay the loan amount. Further the defendant has not repay the loan amount. The plaintiff produced Ex.P.3 postal receipt and acknowledgment show that she sent notice to defendant. It is clear that the plaintiff issued notice. But defendant failed to repay loan and also failed to issue reply notice. Furthermore the defendant in her evidence she categorically admitted the service of notice on her. Hence the plaintiff proved that the defendant failed to repay loan amount in spite of issuance of legal notice. Hence, I answer the Issue No.2 in the Affirmative.

16. **Issue No.3:** The plaintiff has proved the execution of an On Demand Promissory Note through oral and documentary evidence. Defendant denied the borrowing of loan, but failed to prove her contention with cogent and corroborative evidence. The available evidence of plaintiff is sufficient to decree the suit. Hence, I answer the Issue No.3 in the **Affirmative**.

17. **Issue No.4:-** In view of my findings on issue No.1 to 3, I proceed to pass the following:

ORDER

The suit filed by the plaintiff against the defendant is hereby decreed.

The defendant are hereby directed to pay a sum of Rs.1,46,000/- to the

plaintiff within three months from the date of this order, failing which the defendant shall pay 2% interest from the date of filing of suit till realization.

Draw the decree accordingly.

(Dictated to the Stenographer directly on computer, corrected by me and then pronounced in the open court on this the 29th day of July, 2026)

(Smt. Munirathnamma.C.N)
**Prl. Civil Judge and JMFC,
Pavagada.**

A N N E X U R E

1) **List of witness examined on behalf of plaintiff:-**

PW.1	:	Smt.Manjula
PW.2	:	Sri.Rudraiah
PW.3	:	Sri.Prabhakara.

2) **List of documents marked on behalf of plaintiff:-**

Ex.P.1	:	On-demand Pronote dated 16.03.2006.
Ex.P.1(a) to (d)	:	Signatures.
Ex.P.2	:	Legal Notice
Ex.P.3	:	Postal receipt
Ex.P.4	:	Postal acknowledgement

3) **List of witness examined on behalf of plaintiff:-**

DW.1 : Sri.Adilakshmamma

4) **List of documents marked on behalf of plaintiff:-**

- NIL -

(Smt. Munirathnamma.C.N)
**Prl. Civil Judge and JMFC,
Pavagada.**