

**In the Court of the Senior Civil Judge & Prl. JMFC,
Kumta, at Kumta, Uttara Kannada**

Dated this the 17th day of June, 2025

PRESENT

**Smt. B.S.Rayannawar, B.A., L.L.B.,
Senior Civil Judge
& Prl. JMFC, Kumta.**

O.S.No.14/2024

Plaintiff:

Mangala Ganapati Patgar,
Aged about 58 years,
Occ: Business,
R/o. Mirjan, Kumta Taluk.

(By Sri. S.J.N. advocate)

V/s

Defendant:

Kiran Ganapati Badakar,
Aged about 50 years,
Occ:Business,
Chandavar, Honnavara Taluk.

ORDER ON I.A No.VII

Present application filed by the plaintiff under order VII
Rule 14(3) of CPC with an prayer to permit the plaintiff to
produce the agreement and to mark the said document.

2. I.A. supported with the affidavit of plaintiff stating that, at the time of filing of suit she produced the copy of the agreement, now the case is posted for further evidence of plaintiff, hence she intends to produced the original agreement, the delay in production of the document is not intentional one, if the plaintiff permitted to got marked the document no hardship caused to the other side, on the other hand if she is not permitted to produce and got marked the document hardship caused to the plaintiff, hence prays to allow the application.

3. I.A opposed by the defendant by filing written objections, contending that, the application filed by the plaintiff is not maintainable under law. The agreement intends to produced by the plaintiff is concocted one, the defendant never executed any agreement nor he signed the document before any notary, hence the said agreement could not be marked as exhibit. The plaintiff not pleaded anything with respect to said agreement, hence she cannot produced and got mark the document. The agreement which the plaintiff intends to produce is not duly

stamped it is executed only on fifty rupees stamp paper hence the same is to impounded. The agreement executant with respect to transaction of Rs.6,14,000/-, but the proper stamp duty not paid to the government, hence the same cannot be notarized before the notary.

4. Heard both respective counsels for plaintiff and defendant, perused I.A, annexed affidavit, and objection filed by the defendant.

5. The points that arise for consideration are as follows.

1. Whether the plaintiff has made out a sufficient ground to permit her to produce the document and to mark as exhibit?
2. What order?

6. Findings of this court on the above points are as follows:-

Point No.1 : In the Affirmative
Point No.2 : As per final order
For the following:

REASONS

7. Point No.1: Plaintiff filed this suit against the defendant for recovery of amount. Admittedly as rightly contended by the

defendant the plaintiff not mentioned about the said agreement in her plaint averments. But it is the contention of the plaintiff that the defendant availed loan amount from her and executed the agreement. The burden is on the plaintiff to prove the same. No doubt the defendant has taken several contentions that the said agreement is not duly stamped and not executed on proper stamp paper, hence the defendant can object at the time of marking of the document, hence at this stage the plaintiff cannot be restrained from producing the document, hence if the application is not allowed hardship caused to the plaintiff, moreover the defendant got every liberty to cross examine the plaintiff on the said document. Hence the plaintiff made out sufficient grounds to allow the application. Accordingly, point no.1 answered in the Affirmative.

8. **Point No.2:** In view of findings on point No.1, this court proceed to pass the following:

ORDER

I.A.No.VII filed by the plaintiff under Order VII Rule 14(3) R/w Sec 151 of CPC is hereby allowed.

The plaintiff is permitted to produce the document as sought in the present application.

(Dictated to the stenographer, transcribed by her, then corrected and pronounced by me in the open court on this the 17th day of June, 2025)

(Smt. B.S.Rayannawar)
Senior Civil Judge
& Prl. JMFC., Kumta.

