

KAVN200014852024



**IN THE COURT OF THE SENIOR CIVIL JUDGE AND
JMFC KUDLIGI**

PRESENT : SRI. YOGESHA. J., B.A., LL.B.,

DATED THIS 10TH DAY OF MARCH, 2026

O.S. No. 147/2024

PLAINTIFF

B. Siddappa,
S/o Late Kodi Basappa,
Aged 69 years, Agriculturist,
R/o Korakana, Kudligi Town and Taluk,
Vijayanagara District.

(By Sri Jayaram Nagaraj, Advocate)

V/s

DEFENDANT

1) T.Bheemaka @ Bheemavva,
W/o Late T. Shivakumara,
Aged 43 years.

2) Phaniraja,
S/o Late T. Shivakumara,
Aged 14 years.

3) Vamshi,
S/o Late T. Shivakumara,

Aged 11 years.

4) Dharani,
D/o Late T. shivakukmara,
Aged 09 years.

D-2 to 4 are minors,
represented by their natural
guardian and next friend
to the Minors their mother
i.e., defendant No.1.

All are R/o Suravvanahalli Village,
Sandur Town and Taluk,
Ballari District.

(By Sri. N.N.P, Advocate)

Date of Institution of suit	12.08.2024
Nature of the suit	Recovery of Money.
Date of commencement of recording evidence	13.02.2025
Date of pronouncement of judgment	10.03.2026
Duration of suit	Years Months Days
	01 06 28

(YOGESHA. J)
Senior Civil Judge & JMFC
Kudligi.

JUDGEMENT

Plaintiff has filed this suit to recover Rs. 6,90,000/- with costs and future interest at the rate of 24% p.a. from the defendants from the date of advancing the loan i.e., 10.01.2024, till realization with costs.

2. Plaintiff averments in brief is that the defendant No.1 is the wife of T. Shivakumara and defendants No.2 to 4 are the children of defendant No.1 and T.Shivakumara. It is submitted that the plaintiff and defendants are neighbor Villagers. On the said acquaintance, the husband of defendant No.1 and father of defendants No.2 to 4 by name T. Shivakumar had borrowed a loan of Rs.6,90000/- from him for household expenses and also business purpose on 10.01.2024 agreeing to repay the same within few months. In spite of repeated requests and demands made by the plaintiff, deceased T. Shivakumar failed to discharge the loan. Even the defendant No.1's husband had issued a cheque to the plaintiff bearing No. 013198 for Rs6,90,000/- drawn on Karnataka Gramina Bank, Chorunur Branch, sandur Taluk under Account No. 10582100054711 on

01.06.2024. On the assurance of said T. Shivakumar, he has presented the said cheque for collection on the same day through Karnataka Gramina Bank, Kudligi branch, but the said branch has returned the said cheque with a memo dated 13.06.2024 along with cheque as 'Insufficient Funds'. The plaintiff has received the endorsement on 13.06.2024, thereby the husband of defendant and father of defendants No.2 to 4 had cheated the plaintiff by issuing false cheque without maintaining sufficient funds with an intention to grab money from the plaintiff. Thereafter, the said T. Shvakumar has unfortunately died on 02.06.2024 in a road accident leaving behind the defendants No.1 to 4 as his legal heirs, as such they are liable to repay the said amount along with interest. Even the plaintiff has issued the legal notice to the defendants on 02.07.2024 which was also served on 04.07.2024, but the defendants failed to pay the loan amount with interest. Hence, prayed to decree the suit and prayed for.

3. Defendant No.1 has filed the written statement denying the entire plaint averments. She submitted that her husband was a Government Teacher, having sufficient income to lead life and question of borrowing hand loan of

Rs.6,90,000/- from the plaintiff does not arise. The defendant due to ill will has filed a false suit against the plaintiff by creating false cheque and even the plaintiff has no money lending licence from the concerned authority. The plaintiff with an intention to grab money has filed this unholy suit against the defendants and plaintiff has mentally harassing her. The defendants No.2 to 4 are the minor children and they are the students. During the lifetime of T Shivakumar, he has not issued any cheque in anybodies favour, but the plaintiff has created a false cheque and false signature of the deceased T. Shivakumar. Hence the defendant No.1 prayed for the dismissal of the suit.

4. Based on the pleadings, following issues were framed for consideration.

ISSUES

- 1. Whether plaintiff proves that, defendant No.1 husband of defendant No.2 to 4 father by name T. Shivakumar has borrowed loan amount of Rs.6,90,000/- from the plaintiff on 10.01.2024 for house hold expenses and business*

purpose and he assured that he could return within few months?

- 2. Whether plaintiff proves that he made several request sand demands to the defendant No.1's husband, he has issued cheque bearing No. 013198 for amount of rs.6,90,000/- drawn in Karnataka Gramina Bank, Chornur Branch on 01.06.2024 in favour of plaintiff and the plaintiff has produced the said cheque through Karnataka Gramina Bank, Kudligi Branch, but the Bank Manager issued an endorsement to the plaintiff on 13.06.2024 along with cheque dated 01.06.2024 as stated Funds Insufficient and the plaintiff has issued the legal notice to defendants on 02.07.2024 which was served on 04.07.2024, but the defendants failed to pay the loan amount and interest?*
- 3. Whether the plaintiff proves that, defendants No.1 to 4 are liable to pay the suit claim amount as a L.R's of deceased T Shivakumar?*
- 4. Whether the plaintiff is entitled to the claim amount with interest as sought for?*
- 5. What order or decree?*

5. The plaintiff in order to prove his case got examined himself as P.W-1 and the documents produced by him are marked as Ex's.P-1 to P-7. On the other hand, defendant filed the written statement. In spite of affording sufficient opportunity, the counsel for the defendants has not cross examined the PW-1 and even the defendants have not adduced any evidence on their behalf, as such on 27.02.2026, the evidence on behalf of defendants is taken as Nil and no documents were marked on their behalf.

6. Heard the learned counsels appearing for the parties and perused entire records.

7. Under the circumstances, the issues framed for consideration are answered as under;

- ISSUE No.1 : In the Affirmative.
- ISSUE No.2 : In the Affirmative.
- ISSUE No.3 : Does not arise for consideration.
- ISSUE No.4 : In the Negative.
- ISSUE No.5: As per the final order, for the following;

REASONS

8. **ISSUE No's.1 to 3:-**These issues are interrelated, hence they are taken up for consideration at one stretch. According to the plaintiff, the deceased T. Shivakumar who is the husband of defendant No.1 and father of defendants No.2 to 4 known to him and he borrowed a sum of Rs.6,90,000/- on 10.01.2024 assuring to repay the same within a short period of time. It is alleged that deceased T. Shivakumar failed to repay the loan amount as agreed by him and in spite of his repeated requests and demands made by the plaintiff, husband of defendant No.1 and father of defendants NO.2 to 4 by name T. Shivakumar had issued a cheque bearing No. 013198 for the said sum of Rs.6,90,000/- drawn on Karnataka Gramina Bank, Chorunuru Branch Sandur under Account No. 10582100054711 on 01.06.2024. Thereafter, the plaintiff has presented the said cheque through his Banker i.e., Karnataka Gramina Bank, Kudligi Branch on 01.06.2024, the said cheque returned with a memo stating Funds Insufficient on 13.06.2024 and thereby the deceased T Shivakumar has cheated the plaintiff. Subsequently, the deceased T. Shivakumar has died in a road traffic accident

on 02.06.2024, leaving behind him the defendants No.1 to 4 as his L.R's as such they are liable to repay the same with interest. On the other hand the defendant in his written statement denied the loan transaction dated 10.01.2024 by the husband of defendant No.1. as the deceased was worked as Teacher, and he was having sufficient income on his own, hence question of borrowing the amount by the deceased from the plaintiff does not arise at all. The plaintiff has created the false cheque and false signature of the defendant and fraudulently has filed this unholy suit with an intention to grab money from the defendants.

9. Burden of proving the issue No. 1 to 4 is on the plaintiff. P.W-1 in his examination-in-chief has reiterated the plaint averments. He has produced the documents Ex's.P-1 to P-7. Ex.P-1 is the cheque bearing No. 013198 dated 01.06.2024 through Karnataka Gramina Bank, issued by T. Shivakumar in favour of the plaintiff for a sum of Rs.6,90,000/- which and the said cheque was signed by the deceased T. Shivakumar. Ex.P-2 is the endorsement issued by the Karnataka Gramina Bank dated 13.06.2024 stating that he 'Funds Insufficient' in the account of the deceased T. Shivakumar. Ex.P-3 is the copy of legal notice issued by

the counsel for the plaintiff to the defendants No.1 to 4 on 02.07.2024 and the said legal notice was issued to the defendants through postal receipts Ex.P-4 and 5 respectively. Ex.P-6 and 7 are the postal acknowledgments wherein the defendant No.1 representing the defendants No.2 to 4 as legal heir had received the said notice on 02.07.2024.

10. On the other hand, though the defendants have appeared through his counsel and filed the written statement denying the entire plaint averments and also submitted that the said cheque was created by the plaintiff only with an intention to make gain and to harass the defendants, has not at all adduced any evidence on their behalf. Even the defendant has not all produced any documents to deny the said contention of the plaintiff and the documents produced by the plaintiff in any manner.

11. From the perusal of oral and documentary evidence placed on record, this Court is of the opinion that plaintiff and deceased T. Shivakumar who is the husband of defendant No.1 and father of defendants No.2 to 4 are known to each other since long time. According to the

plaintiff, defendant after borrowing amount of Rs.6,90,000/- had issued the Ex.P-1. But according to the defendant No.1 there is no occasion to the deceased T. Shvakuamar to borrow amount from the plaintiff as the deceased T. Shivakumar worked as Teacher and having sufficient income to lead his life along with defendants. Though the defendants have specifically denied the loan transaction, but they failed to adduce any evidence in this regard and no material is placed on record and in fact they have not produced any documents as stated in their written statement. Therefore, contentions raised by the defendant is not probablised. On the other hand, plaintiff by examining himself as P.W-1 has substantiated the assertions of paying Rs.6,90,000/- to the deceased T. Shivakumar under Ex.P-1.

12. Having considered the entire materials on record, this Court is of the opinion that plaintiff has proved the payment of Rs.6,90,000/- to the deceased T. Shivakumar who is the husband of defendant No.1 and father of defendants No.2 to 4. It is well established principle of law that the legal heirs are the successors for assets and liabilities of the deceased. The defendant No.1 being the wife and defendants No.2 to 4 being the children of T.

Shivakumar are liable to repay the said amount along with interest. Even on the death of deceased T. Shivakumar a legal notice was issued by the plaintiff, but the defendants have not given any reply notice denying the said contentions. On the other hand, defendants have failed to prove that the plaintiff has fabricated the Ex.P-1 on his own without the signature of the deceased T. Shivakumar. Accordingly, Issue No. 1 and 2 are answered in the Affirmative and issue No.3 is answered as does not arise for consideration.

13. **ISSUE No.4:-** On perusal of Ex.P-1 and the plaint it reveals that that the deceased T. Shivakumar had availed the loan from the plaintiff an extent of Rs. 6,90,000/- for the purpose of house house hold and business purpose. Even PW-1 in his chief examination clearly deposed that the amount borrowed by the decesaed T. Shivakmar is for the purpose of household and business purpose. Though the plaintiff has proved the alleged transaction and successfully proved points No.1 and 2 in his favour, but he is not entitle to recover the reliefs as sought in the plaint, because as per Sec. 2(1)(c) of the Commercial Courts Act, 2015 the Civil Courts have only jurisdiction for the pecuniary value of

amount of Rs.3,00,000/- for the commercial transactions only. If the recovery amount exceeds more than Rs.3,00,000/- the commercial Courts have got jurisdiction to entertain the same. In the instant case, as deposed by the PW-1 in his evidence as well as in the plaint, the deceased T. Shivakumar had availed loan from the plaintiff Bank for a sum of Rs.6,90,000/- and the defendants No.1 to 4 being the legal heirs of deceased T. Shivkumar were in due for a sum of Rs.6,90,000/- fro the date of borrowing loan, hence this Court has no pecuniary jurisdiction to entertain the same. Accordingly issue No.4 is answered in the Negative.

14. **ISSUE No.5:-** In view of answering the Points No.1 and 2 in the affirmative and issue No.3 as does not arise for consideration and when issue No.4 is answered in the Negative, the suit of the plaintiff is liable to be dismissed. Hence, I proceed to pass the following :

ORDER

Suit of the plaintiff is hereby dismissed on the ground of pecuniary jurisdiction as the loan transaction is purely commercial transaction.

The Office is hereby directed to return the plaint with a direction to the plaintiff, present it before the Commercial Court.

(Dictated to the Stenographer, computerized by him, corrected and signed by me and then pronounced in the open court on this 10th day of March, 2026)

(YOGESHA. J)
Senior Civil Judge & JMFC,
Kudligi.

ANNEXURE

LIST OF WITNESSES EXAMINED FOR PLAINTIFF

PW-1 : B. Siddappa

LIST OF DOCUMENTS MARKED FOR PLAINTIFF

Ex.P-1 : Cheque
Ex.P-1(a) : Signature of T Svakumar
Ex.P-2 : Memo
Ex.P-3 : Copy of legal notice
Ex.P-4 & 5 : Postal receipts

Ex.P-6 & 7 : Postal acknowledgments

LIST OF WITNESSES EXAMINED FOR DEFENDANT

-NIL-

LIST OF DOCUMENTS MARKED FOR DEFENDANT

-NIL-

**(YOGESHA. J
Senior Civil Judge & JMFC
Kudligi.**

(Order pronounced in the open Court)

(Vide separate Judgment)

ORDER

Suit of the plaintiff is hereby dismissed on the ground of pecuniary jurisdiction as the loan transaction is purely commercial transaction.

The Office is hereby directed to return the plaint with a direction to the plaintiff, present it before the Commercial Court.

(YOGESHA. J)
Senior Civil Judge & JMFC,
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