

**IN THE COURT OF THE ADDL. CIVIL JUDGE AND J.M.F.C.,
KRISHNARAJAPETE.**

PRESENT: SMT. SHAKUNTHALA. R. B.A., LLB., LLM.
ADDL CIVIL JUDGE AND JMFC, KRISHNARAJAPETE.

DATED THIS THE 25th DAY OF MARCH 2023

O.S. 830/2022

Plaintiff : Sri. Channegowda
S/o Late Chikkegowda,
Aged 66 years,
R/o Agraharabachahalli Village,
Kasaba Hobli,
Krishnarajapet Taluk,
Mandy District.

(By Sri.Y.G.,Adv.)

V/s

Defendant : Sri. Anil
S/o Chinnaswamy
Aged 45 years,
Village accountant
Working at Taluk Office,
Mini Vidhana Soundha
K.R.Pete Town,
K.R.Pete Taluk,
Mandya District.

And also available at
Ambedkar Nagar,
Near Kalegowda Society
K.R.Pete Town,
K.R.Pete Taluk,
Mandya District.

(Defendant is placed Exparte)

Date of institution of the suit	09.11.2022		
Nature of the suit	Money Suit		
Date of the commencement of recording of the evidence	14.03.2023		
Date on which the Judgment was Pronounced	25.03.2023		
Total Duration	Year/s	Month/s	Day/s
	00	04	16

**Addl.Civil Judge and JMFC
Krishnarajapete.**

JUDGMENT

The plaintiff has filed the present suit against the defendant for recovery of money of Rs.1,09,200/- with interest at rate of 2% per month from 05.03.2020 to till date.

2. The brief facts of the plaintiff case is that;

The plaintiff and defendant are well know persons. The defendant has taken Rs. 70,000/- from the plaintiff for his household expenses purpose on 05.03.2020 agreeing to repay the same with interest at 2% per month. On demand by the defendant, has executed the promissory note and consideration receipt. It is further contended by the plaintiff

that even on several requests the defendant kept on denying giving reasons. Notice was issued to the defendant on 30.06.2022 which served upon the defendant on 01.07.2022. Hence it constrained to file the instant suit for recovery of amount from the defendant. Hence the suit.

3. In spite of service of suit summons to the defendant, have not come before the court to contest the matter. Hence defendant is placed *exparte*.

4. The plaintiff to prove her case has examined himself as PW.1 and one witness as PW2 got marked EX.P1 to P7 and closed his side evidence.

5. I have heard the arguments of the learned counsel appearing for the plaintiff and perused the records and documents.

6. The following points that would arise for my consideration

Point No.1 : Whether the plaintiff proves that the defendant has borrowed the loan of Rs.70,000/- from the plaintiff with interest @ 2 % per month?

Point No.2. Whether the plaintiff is entitled for the suit claim amount of

Rs.1,09,200/- together with interest as sought in the plaint?

Point No.3. What order or decree?

7. My answers to the above points are as under;

Point No.1 : Partly in the affirmative.

Point No. 2 : Partly in the affirmative.

Point No.3 : As per the final order, for the following.

REASONS

8. **Point No.1 & 2:** Since these points are interrelated with each other are taken up together for discussion. To prove the case of the plaintiff, himself examined as PW.1 and in his chief affidavit he has reiterated the plaint averments and got marked the 7 documents as Ex.P1 to P7 . Ex P1 is the On Demand Pronote. Ex.P1 (a to e) are the signatures. Ex.P2 consideration amount receipt. Ex.P2(a to e) are the signatures. Ex.P3 is the Notice dated: 30.06.2022. Ex.P4 & P5 are the Postal Receipts. Ex.P6 & P7 are the Postal acknowledgment.

9. In support of the above documentary evidence, the plaintiff himself examined as PW.1 and he completely reiterated

the plaint averments. The defendant did not appear before the court and has not contested the suit by filing the written statement or by cross-examining the PW.1 & 2 or by adducing the oral evidence and producing the documentary evidence. Therefore, whatever oral and documentary evidence produced by the plaintiff is remained unchallenged and uncontraverted. There is no oath against the oath and there is no reason to disbelieve the case of the plaintiff. In so far as interest is concerned, the plaintiff claimed the interest at 2% per month from 05.03.2020 to till date. In so far as interest is concerned, the plaintiff claimed the interest at 2% per month from 05.03.2020 to till date and as per government notification for unsecured loan the interest as claimed by the plaintiff cannot be granted, hence it is permissible to grant interest of 12% per annum. Hence this court is of the opinion that plaintiff has success fully proved point Nos.1 & 2 Accordingly, this point 1 & 2 are answered **partly in the affirmative.**

10. Point No.3: In view of my above discussion to points No1 and 2, I proceed to pass the following:

ORDER

A) The suit of the plaintiff is hereby decreed in part with costs against the

defendant for a sum of Rs. 70,000/- together with interest at the rate of 12 % per annum from 05.03.2020 to till date.

B) The defendant is hereby directed to repay the decretal amount with the above said interest and six months time is given for repayment of the amount with interest.

Draw decree accordingly.

(Dictated to the stenographer, transcribed and computerized by her, then corrected pronounced in the open court on this the 25th day of March 2023)

(Smt. SHAKUNTHALA.R)
Addl.Civil Judge and JMFC
Krishnarajapete.

ANNEXURE

I. List of witnesses examined by plaintiff:

PW.1 : Channegowda
PW.2 : Karigowda

II. List of documents exhibited by plaintiff:

Ex.P1 : On demand pronote
Ex.P1(a to e) : Signatures
Ex.P2 : Consideration amount receipt
Ex.P2(a to e) : Signatures
Ex.P3 : Legal Notice
Ex.P4&5 : Postal Receipts
Ex.P6& 7 : Postal acknowledgment

III. List of witnesses examined by defendants:

- NIL -

IV. List of documents exhibited by defendants:

- NIL -

(Smt. SHAKUNTHALA.R)
Addl.Civil Judge and JMFC
Krishnarajapete.

