

O.S./1447/2019 on 19 March, 2022

IN THE COURT OF XXXIX ADDITIONAL CITY CIVIL JUDGE,
[CCH-40], BANGALORE CITY

Dated on this the 19th day of March, 2022

-: PRESENT :-

Sri.Khadarsab, B.A., LL.M.,
XXXIX Additional City Civil & Sessions Judge,
Bangalore City.

ORIGINAL SUIT NO.1447/2019

Plaintiff :-

Smt. Shamala K.S., 65 Years,
R/o.No.28/1, 3rd Main, 8th Cross, Tent
Road, Mahalaxmi Layout,
Bengaluru - 96.

[By Sri.P.R.Dhananjaya, Advocate]

/ VERSUS /

Defendants :-

1. Smt.T.Chandraprabha W/o.C.H.Srinivas,
45 Years, Working as Principal, Christ
The King School, Kanadal Road Fort,
Chikkamagaluru - 577 101.

2. C.H.Srinivas, 48 Years, S/o. Late Gadi
Anjaneyappa, C/o.T.Chandraprabha,
Principal, Christ The King School,
Kanadal Road Fort,
Chikkamagaluru - 577 101.
(By Sri.V.D.R., Advocate)

/2/

O.S.No.1447/2019

Date of Institution of the

: 21.02.2019

suit

Nature of suit

: Money Suit.

Date of commencement of

: 24.07.2019

evidence

Date on which the

: 19.03.2022

judgment is pronounced

Duration taken for disposal :

Years Months Days

03 00 29

JUDGMENT

Plaintiff has filed the present suit for recovery of Rs.5,05,000/- along with interest at the rate of 16% p.m. from the date of suit till realisation.

2. The brief facts of the plaintiff's case are that : -

Plaintiff and defendants are well known to each other. On the basis of cordial relationship, defendants approach plaintiff in the month of April 2016 and requested for hand loan of Rs.10 Lakh to meet their domestic necessities and business requirements. As per their request plaintiff had paid Rs. 9 Lakh by way of cash /3/ O.S.No.1447/2019 on 19.6.2016. While receiving the said amount, defendants have agreed to repay the said loan amount in the month of May 2018 and have executed hand loan agreement. Though the defendants agreed to repay the said loan amount on or before May 2018, but have failed to repay the same within stipulated period. However, after repeated demands and requests, defendant No.1 had transferred an amount of Rs.1 Lakh each on 14.6.2018 and 25.6.2018 and Rs. 2 Lakh on 28.9.2018 to the plaintiff's account. In all the defendant No.1 had transferred a sum of Rs. 4 Lakh. For remaining amount of Rs.5 Lakh, defendant No.2 had issued cheques bearing No.816707 and 816709 dated 3.10.2018 for a sum of Rs.3 Lakh and Rs.2 Lakh respectively drawn on Canara Bank, Kote. Plaintiff had presented the said cheques for encashment. Cheque bearing No.816707 returned with an endorsement 'drawer's signature differs' and cheque /4/ O.S.No.1447/2019 No.816709 returned with an endorsement 'funds insufficient'. Thereafter plaintiff informed the same to the defendants. Even after intimation, defendants have failed to repay the said loan amount. Therefore, the plaintiff got issued legal notice dated 7.11.2018 and same was duly served on defendants on 13.11.2018.

After receipt of the said notice, defendants have issued untenable reply on 14.1.2019. Defendants are in due of Rs.5 Lakh. In discharge of their liability they have issued said 2 cheques. The said cheques have been dishonored. Defendants being aware of all these facts have failed to repay the loan amount. Hence, prayed for decreeing the suit.

3. In response to suit summons, defendants appeared through their counsel and defendant No.2 filed written statement. Defendant No.1 filed Memo stating that she adopts the written statement filed by defendant /5/ O.S.No.1447/2019 No.2. Defendants denied the claim of the plaintiff and contended that they have not at all borrowed loan from plaintiff. They further contended that sister of defendant No.1 viz., Prema was tenant under plaintiff. Plaintiff was running an unauthorised chit business. In the month of May/June 2016 plaintiff insisted defendant No.1 to join her chit group as it will fetch huge profit. Believing the words of plaintiff and on good faith, defendant No.1 and her sister Smt. Prema joined as members of the chit run by the plaintiff. At the time of joining chit, on the direction of the plaintiff, defendant No.1 purchased 2 stamp papers, each having face value of Rs.100/-. Plaintiff got the signatures of defendant No.1 on the said stamp papers. Defendant No.1 being the successful bidder of the chit for a sum of Rs.5 Lakh in the month of December 2016 she

was insisted to hand over 2 cheques for the bid amount. As the defendant No.1 did not have /6/ O.S.No.1447/2019 cheque book facilities for her own account, she handed over amount filled, signed two blank cheques of defendant No.2 at the time of receiving the amount from the plaintiff. The said 2 cheques are the subject matter of the suit. Defendant No.2 was not the member of the chit run by the plaintiff and he did not had any type of transaction whatsoever with the plaintiff. Due to personal inconvenience of defendant No.1 she could not pay the monthly instalments within the time stipulated. Defendant No.1 paid a sum of Rs.2 Lakh on 15.9.2017, a sum of Rs.1 Lakh on 14.6.2018 and another sum of Rs.1 Lakh on 26.6.2018 and another sum of Rs.2 Lakh on 28.9.2018 towards repayment of chit amount and all the payments are made through NEFT from her account to the account of plaintiff. The said payment are made towards principal chit amount, interest and penalty amounts. Plaintiff suppressed the material facts and has /7/ O.S.No.1447/2019 filed the present suit only with an intention to gain by unlawful means. The stamp duty paid on the loan agreement is insufficient. There is no cause of action to file the present suit. Hence, prayed for dismissal of the suit.

4. On the basis of pleadings and evidence of the parties following issues have been framed on 24.9.2019 :

ISSUES (1) Whether the plaintiff proves that the defendants have borrowed an amount of Rs.9 Lakhs from the plaintiff and have executed pro-note on 19.6.2016 ?

(2) Whether the plaintiff proves that in discharge of said loan, the defendant No.1 has issued cheque bearing No.816707 drawn on Canara Bank Kote - 577 101 for Rs.3 Lakhs and cheque bearing No.816709 for sum of Rs.2 Lakh drawn on Canara /8/ O.S.No.1447/2019 Bank, Kote - 577 101 and the said cheque came to be dis-honored ?

(3) Whether the plaintiff proves that the defendants are in due of Rs.5,05,000/- ?

(4) Whether the plaintiff is entitled for the reliefs as prayed for ?

(4) What order or decree ?

5. In order to establish her case, plaintiff herself examined as P.W.1 and got marked the documents Exs.P.1 to P.9. While cross-examining P.W.1, counsel for defendants confronted notice dated 7.11.2018, witness admitted the said document. Accordingly, same has been marked as Ex.D.1. In support of her case, she examined T.Lokesh and Hemanth Reddy as P.Ws.2 and 3. In order to establish their defence, defendant No.2 has been examined as D.W.1 and got marked the document Ex.D.2. While cross-examining D.W.1, the counsel for /9/ O.S.No.1447/2019 plaintiff confronted Canara Bank S.B. Account No.4869101002343 Cheque bearing No.277588 dated 15.6.2018 for Rs.1 Lakh, witness admitted the said cheque. Accordingly, same has been marked as Ex.P.10. In support of their defence, they examined one Smt.Prema Udayraj as D.W.2.

6. Heard and perused the written arguments.

7. My findings to the above issues are as follows :

Issue No.1 : In the affirmative.
 Issue No.2 : In the affirmative.
 Issue No.3 : In the affirmative.
 Issue No.4 : Partly in the affirmative.
 Issue No.5 : As per final order, for the following :

REASONS

8. Issues No.1 to 3 :- These issues are

interlinked with each other. In order to avoid repetition of / 10 / O.S.No.1447/2019 facts, evidence and law, they are taken up together for discussion.

9. In order to substantiate her case, plaintiff herself examined as P.W.1 and relied upon Exs.P.1 to P.10. Plaintiff filed affidavit in lieu of examination-in-chief, wherein she has reiterated the plaint averments. P.W.1 deposed that, defendants are well known to her. Due to their cordial relationship defendants approached her in the last week of April 2016 and have requested for a hand loan of Rs.10 Lakh to meet their family legal necessity, accordingly she had advanced a loan of Rs.9 Lakh by way of cash on 19.6.2016. Defendants have promised to repay the said loan amount in the month of May 2018. Accordingly, they have executed loan agreement as per Ex.P.9. Though the defendants have agreed to repay the loan amount on or before May 2018, but have failed to repay the said loan amount within / 11 / O.S.No.1447/2019 stipulated period. On several demands and requests, the defendants have transferred an amount of Rs.1 Lakh on 14.6.2018 to her account, Rs.1 Lakh on 25.6.2018 and Rs.2 Lakh on 28.9.2018. In all, defendants have transferred a sum of Rs.4 Lakh to her account. For remaining Rs.5 Lakh, defendants have issued cheque bearing Nos.816707, 816709 both dated 3.10.2018 as per Exs.P.1 and P.3. She has presented the said cheques for encashment to the Indian Bank, Rajajinagar Branch, Bengaluru. Ex.P.1 returned with an endorsement 'drawer's signature differs' and Ex.P.3 returned with an endorsement 'funds insufficient'. Accordingly, bank authorities have issued endorsements as per Exs.P.2 and P.4. Subsequently, he made a request to the defendants and also issued legal notice dated 7.11.2018 to the defendants as per Ex.P.5. Exs.P.6 and 7 are the postal receipts and postal acknowledgements. Though the / 12 / O.S.No.1447/2019 defendants have received the legal notice, but have failed to repay the amount and have issued untenable reply as per Ex.P.8. Defendants have issued Exs.P.1 and P.3 - Cheques in discharge their liability. Hence, the defendants are liable to pay Rs.5 Lakh loan amount and Rs.5,000/- towards legal notice charges. In all, they are liable to pay Rs.5,05,000/-. Hence, prayed for decreeing the suit.

10. The counsel for defendants cross-examined P.W.1 in length, witness adhered to her original version. The counsel for defendants made a suggestion that plaintiff is doing chit business and defendant No.1 has issued Exs.P.1 and P.3 for security purpose. Witness denied the said suggestion. The counsel for defendants further made a suggestion that plaintiff had issued notice dated 7.11.2018 to the sister of defendant No.1 viz., Prema and her husband Udayakumar. Witness admitted / 13 / O.S.No.1447/2019 the said suggestion. The counsel for defendants further made a

suggestion that defendant No.1 has returned the chit amount to the plaintiff. Witness denied the said suggestion. Except this nothing worth has been elicited from the mouth of P.W.1.

11. In support of plaintiff's case, plaintiff examined one T.Lokesh and Hemanth Reddy as P.Ws 2 and 3. Both the witnesses clearly deposed that defendants have borrowed Rs.9 Lakh from plaintiff on 19.6.2016 and have executed Ex.P.9 - Loan Agreement. The counsel for defendants cross-examined P.Ws 2 and 3 in length. The counsel for defendants made a suggestion that plaintiff has created Ex.P.9 - loan agreement, witness denied the said suggestion and further made a suggestion that defendants have not executed Ex.D.9, witness denied the said suggestion also. Except this nothing worth has been elicited from the mouth of P.Ws 2 and 3.

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12. In order to establish their defence, defendant No.2 has been examined as D.W.1 and got marked the documents Ex.D.2 - Canara Bank S.B.Account Statement standing in the name of defendant No.1. The examination-in-chief of D.W.1 is nothing but replica of written statement averments. D.W.1 deposed that defendant No.2 is his wife. They have not borrowed any loan from plaintiff and have not executed Ex.P.9 - loan agreement and have also not issued Exs.P.1 and P.3 - cheques. D.W.1 further deposed that one of the sister of his wife viz., Prema was tenant under the plaintiff. In the month of May/June 2016 plaintiff insisted defendant No.1 to join her chit group as one of the member. At the instigation of plaintiff, defendant No.1 joined the chit group done by the plaintiff. At the time of joining as member, as per the direction of the plaintiff, defendant No.1 purchased 2 stamp papers, each having face value / 15 / O.S.No.1447/2019 of Rs.100/-. Plaintiff secured signature of D.W.1 on the stamp papers towards security of chit amount. Defendant No.1 became the successful bidder for the chit amount of Rs.5 Lakh. While disbursing the said chit amount plaintiff insisted defendant No.1 to hand over 2 cheques for the bid amount. As the defendant No.1 did not had cheque book facility for her account, she handed over cheques belonged to him without his knowledge and consent. By misusing the said cheques, plaintiff filed the present suit. His wife has already paid the chit amount, on 15.9.2017 a sum of Rs.2 Lakh, on 14.6.2018 a sum of Rs.1 Lakh, on 25.6.2018 a sum of Rs.1 Lakh and on 28.6.2018 for Rs.2 Lakh. All the said payments have been made through NEFT from first defendant's account as per Exs.D.2(a) to (d). The signatures appearing on Exs.P.1, 3 and 9 are not his signatures and same have / 16 / O.S.No.1447/2019 been forged by plaintiff. Plaintiff is running illegal chit business. Hence, prayed for dismissal of suit.

13. In support of their defence, they have examined one Smt. Prema as D.W.2. D.W.2 deposed that plaintiff was running a chit business unauthorisedly, herself and defendant No.1 were the members of said chit. Plaintiff was used to take blank cheques and stamp papers from the members. Accordingly, plaintiff has collected blank cheques and stamp papers from her and defendant No.1.

14. Though D.Ws.1 and 2 deposed that plaintiff is running chit business, plaintiff has denied the said chit business. Except the oral testimony of D.Ws.1 and 2 there is no material on record in order to show that plaintiff is running chit business. If at all plaintiff is / 17 / O.S.No.1447/2019 running chit business illegally, the concerned authority will initiate necessary action against the plaintiff.

15. Though D.W.1 deposed that defendant No.1 did not had cheque book facility for her account, therefore, she had handed over the cheques belonging to defendant No.2 without his consent, but in his cross-examination at page No.6 clearly admitted that Ex.P.10 cheque bearing No.277588 pertains to defendant No.1's Canara Bank S.B. Account No.4869101002343. On perusal of Ex.P.10 it reveals that said cheque pertains to defendant No.1's account. Though the defendant No.1 holding cheque book, D.W.1 deposing falsely that defendant No.1 did not have cheque book facilities to her account.

16. D.W.1 further deposed that signatures appearing on Exs.P.1, 3, and 9 are not pertains to him, but in their written statement at para No.4 pleaded that, / 18 / O.S.No.1447/2019 they have issued 2 blank signed and amount filled cheques and blank stamp papers for security purpose. Defendants themselves unequivocally admitted that they have issued Exs.P.1 and P.3 cheques.

17. It is well settled law that, admitted facts need not be proved. It is also settled laws that, admission made in the pleadings are the best admissions. In a decision reported in [2008] 7 Supreme Court Cases 85 (Goutham Sarup Vs. Leela Jetly and others) wherein the Hon'ble Apex Court held that, "Admission made in pleadings are not on par with admission made in documents and are admissible against a party making the admission."

18. It is settled law that, admissions made in the evidence are the best admissions. In a decision reported in [2012] 8 Supreme Court Cases 516 (Ahmedsaheb / 19 / O.S.No.1447/2019 [dead] by L.Rs and others Vs. Sayyed Ismail) wherein the Hon'ble Apex Court held that, "It is needless to emphasize that admission of a party in the proceedings either in the pleadings or oral is the best evidence and same does not need any further corroboration". The said decisions are aptly applicable to the case in hand. In this case also defendants have unequivocally admitted in their written statement regarding the issuance 2 cheques.

19. Defendants claim that they have issued Exs.P.1 and 3 cheques for security purpose. Once they admit the issuance of cheques the burden upon the defendants to prove that the said cheques have been issued for security purpose. Except the oral testimony of D.Ws.1 and 2 there is no reliable evidence to show that defendants have issued Exs.P.1 and P.3 - cheques for security purpose.

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20. D.W.1 admitted in his cross-examination at page No.7 that Exs.P.1 and 3 - cheques pertains to his account. As discussed supra, the defendants in their written statement have admitted that they have issued cheques. It is well settled principle law that once the issuance of cheques have been admitted there will be a statutory presumption under Section 138 of Negotiable Instruments Act in favour of the holder or holder in due course. The defendants have utterly failed to rebut the presumption as enumerated under Section 138 of Negotiable Instruments Act.

21. Defendants contended that plaintiff has forged their signatures and have created documents. D.W.1 in his cross-examination at page No.8 clearly admitted that, "Till today they have not initiated any action against the plaintiff for misuse of cheques." If at all plaintiff has misused the defendants'

cheques, definitely defendants / 21 / O.S.No.1447/2019 would have initiated action against the plaintiff. Even after issuance of notice as per Ex.P.5, the defendants have not initiated any action against the plaintiff. On perusal of entire evidence of D.W.1 it clearly goes to show that defendants have issued Exs.P.1 and P.3 in discharge of their liability.

22. Section 139 of the Negotiable Instruments Act enjoins on the Court to presume that the holder of the cheques received it for the discharge of any debt or liability. The burden is on the defendants to rebut the said presumption. Once the execution of cheques are admitted, Section 139 of Negotiable Instruments Act mandates presumption that the cheques were for the discharge of any debt or other liability. The presumption under Section 139 of the Negotiable Instruments Act is a rebuttal presumption and the onus is on the defendants / 22 / O.S.No.1447/2019 to raise the probable defence. The standard of proof for rebutting the presumption is of preponderance of probabilities. In a decision reported in 2022 (1) KCCR 1 (SC) in case of K.S.Ranganatha Vs. Vittal Sheety, the Hon'ble Supreme Court held in para No.9 as under :

"The learned senior counsel for the respondent on the other hand relied on the decision of this Court in Kalamani Tex & Anr. Vs. P. Balasubramanian, (2021) 5 SCC 283 which is as hereunder : -

"16. The appellants have banked upon the evidence of D.W.1 to dispute the existence of any recoverable debt. However, his deposition merely highlights that the respondent had an overextended credit facility with the bank and his failure to update his account led to debt recovery proceedings. Such evidence does not disprove the appellants' liability and has a little bearing on the merits of the respondent's complaint. Similarly, the appellants' mere bald denial regarding genuineness of the deed of / 23 / O.S.No.1447/2019 undertaking dated 7.11.2000, despite admitting the signatures of Appellant 2 thereupon, does not cast any doubt on the genuineness of the said document.

17. Even if we take the arguments raised by the appellants at face value that only a blank cheque and signed blank stamp papers were given to the respondent, yet the statutory presumption cannot be obliterated. It is useful to cite Bir Singh Vs. Mukesh Kumar [Bir Singh Vs., Mukesh Kumar, where this Court held that : (SCC p.209, para 36) "36. Even a blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption under Section 139 of the Negotiable Instruments Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt."

23. In another decision reported in (2019) 4 SCC 197 in case of Bir Singh Vs. Mukesh Kumar, the Hon'ble Apex Court held at para Nos.33, 34 and 36 as under :

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"33. A meaningful reading of the

provisions of the Negotiable Instruments Act including, in particular, Sections 20, 87 and 139, makes it amply clear that a person who signs a cheque and makes it over to the payee remains liable unless he adduces evidence to rebut the presumption that the cheque had been issued for payment of a debt or in discharge of liability. It is immaterial that the cheque may have been filled in by any person other than the drawer, if the cheque is duly signed by the drawer. If the cheque is otherwise valid, the penal provisions of Section 138 would be attracted.

34. If a signed blank cheque is voluntarily presented to payee, towards some payment, the payee may fill up the amount and other particulars. This in itself would not invalidate the cheque. The onus would still be on the accused to prove that the cheque was not in discharge of a debt or liability by adducing evidence.

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36. Even a blank cheque leaf, voluntarily signed and handed over by the accused, which is towards some payment, would attract presumption under Section 139 of the Negotiable Instruments Act, in the absence of any cogent evidence to show that the cheque was not issued in discharge of a debt."

Above said decisions are aptly applicable to the case in hand. Once the defendants admit the issuance of cheques, it is sufficient that said cheques have been issued in discharge of their liability.

24. Admittedly, the burden is upon the plaintiff to prove that she has advanced loan of Rs.9 Lakh to the defendants. That, in order to prove the same, plaintiff has produced Ex.P.9 - Loan Agreement. D.W.1 also in his cross-examination admitted that Ex.P.9 bears the signature of defendant No.1.

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25. Defendants contended that plaintiff has played fraud and got executed loan agreement - Ex.P.9. That, in a decision reported in 2002 (3) KLJ 512 [Patel Thippeswamy Vs. Smt.Gangamma and others] in which the Hon'ble High Court of Karnataka clearly held that, "A party pleading fraud and misrepresentation in respect of a transaction must give material particulars of allegations and in absence of such particulars, his plea is to be rejected. The defendants contended that the gift deed was got executed by misrepresentation and playing fraud on the third defendant. Defendants did not furnish the particulars of alleged misrepresentation and fraud. In the absence of particulars it cannot be held that the gift deed was obtained by misrepresentation." In another decision reported in (2011) 12 Supreme Court Cases 18 [Saradamani Kandappan Vs. S.Rajalaxmi and others] in which the Hon'ble Apex Court held at para / 27 / O.S.No.1447/2019 No.62 that, "Whenever a party wants to put forth a contention of fraud, it has to be specifically pleaded and proved. It is significant that plaintiff does not allege any fraud by the defendants. Evidence shows that before the agreement was entered the purchaser's husband and legal advisor had examined the xerox copies of the title deeds and satisfied themselves about the title of the vendors. The appellant in her evidence clearly admits that xerox copies of the title deeds were shown to her husband. The agreement of sale provided that the sale would depend upon the purchasers getting satisfied about the title of the vendors." The said decisions are squarely applicable to the case in hand. In this case also defendants have made stray

allegation without any proper pleadings and proof as regards to the alleged fraud. Hence, without specific pleadings and proof, the Court cannot consider the defence of the defendants.

/ 28 / O.S.No.1447/2019 Defendants have utterly failed to prove that the Exs.P.1, 3 and 9 have been obtained by playing fraud.

26. On perusal of Exs.P.1, 3 and 9 it clearly establish that the plaintiff has advanced loan of Rs.9 Lakh to the defendants, by receiving said amount, the defendants have executed Ex.P.9 - Loan Agreement. In discharge of their liability, they have transferred an amount of Rs.4 Lakh to the plaintiff's account and for the remaining amount of Rs.5 Lakh they have issued cheques as per Exs.P.1 and P.3. As discussed supra, defendants have admitted the signatures on Ex.P.9 and have also admitted the issuance of cheques as per Exs.P.1 and P.3. Plaintiff by adducing oral evidence and by producing documentary evidence has clearly established that she had advanced loan of Rs.9 Lakh to the defendants. In the said amount, defendants have returned Rs.4 Lakh and for the remaining Rs. 5 Lakh, they have issued cheques.

/ 29 / O.S.No.1447/2019 Hence, defendants are liable to pay Rs.5 Lakh towards loan amount and Rs.5,000/- towards legal notice charges to the plaintiff. As discussed supra, plaintiff has proved that defendants are in due of Rs.5,05,000/-. Accordingly, I answer Issues No.1 to 3 in the affirmative.

27. Issue No.4 : - As discussed supra, plaintiff has proved that defendants are in due of Rs.5 Lakh. That, the plaintiff has claimed interest at the rate of 16% p.m. on the suit claim, which is higher one. Besides, there is no explanation by the plaintiff on what basis she is claiming interest at 16% p.m. Without any evidence Court cannot grant relief by mere asking. Hence, plaintiff is not entitled to interest at the rate of 16% p.m. as claimed. Plaintiff is entitled to the reasonable rate of interest i.e., at 12% p.a. Hence, plaintiff is entitled to interest at the rate of 12% p.a. on Rs.5,05,000/- from the date of suit till / 30 / O.S.No.1447/2019 the date of realization. Accordingly, I answer Issue No.4 partly in the affirmative.

28. Issue No.5 : - In view of my findings on Issues No.1 to 4, I proceed to pass the following:

ORDER Suit of the plaintiff is hereby partly decreed with costs.

The defendants are hereby directed to pay to the plaintiff a sum of Rs.5,05,000/- (Rupees Five Lakh Five Thousand only) along with interest at the rate of 12% p.a. from the date of suit till the date of realization.

The defendants are jointly and severally liable to pay the above said amount to the plaintiff within two months from the date of this order.

Draw decree accordingly.

(Dictated to the Judgment Writer, typed directly on computer, script corrected, signed and then pronounced / 31 / O.S.No.1447/2019 by me in the open court, this

the 19th day of March, 2022.) (KHADARSAB), XXXIX Additional City Civil & Sessions Judge, Bangalore City.

*** ANNEXURE

1. List of witnesses examined for plaintiff:

P.W.1 : Smt. Shamala K.S.
P.W.2 : T.Lokesh
P.W.3 : Hemanth Reddy

2. List of documents exhibited for plaintiff :

Ex.P1 Cheque bearing No.816707 dt
31/10/2018
Ex.P2 Endorsement issued by Indian
Bank Rajajinagara 4/10/2018
Ex.P3 Cheque bearing No.816709 dt
31/10/2018
Ex.P4 Endorsement issued by Indian
Bank Rajajinagara 4/10/2018
Ex.P5 Office copy of legal notice dt
7/11/2018
Ex.P6 2 postal receipts dated
7/11/2018
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Ex.P7 2 postal acknowledgements
Ex.P8 Reply notice dated 14/1/2019
Ex.P.9 Loan Agreement dated 19.6.2016
Ex.P.10 Cheque bearing No.277588
dated 15.6.2018

Ex.P.10(a) Signature of defendant No.1 in Ex.P.10 Ex.P.9(a) Signature of Lokesh T. & & (b) Hemanth Reddy in Ex.P.9 Signatures of defendant No.1 in Ex.P.9(c) Ex.P.9 & (d)

3. List of witness examined for defendant :

D.W.1 : C.H.Srinivas
D.W.2 : Smt. Prema Udayraj.

4. List of documents exhibited for defendant :-

Ex.D.1 : Lawyer's Notice dated 7.11.2018 Ex.D.2 : C/c of Canara Bank, S.B.A/c No. 486900005407 standing in the name of Smt. Chandraprabhavathi P.V. for the period 1.8.2017 to 19.11.2018 Ex.D.2(a) Transaction dated 15.9.2017 for Rs. 2 Lakh through NEFT Ex.D.2(b) Transaction dated 14.6.2018 for Rs.1 Lakh through NEFT / 33 / O.S.No.1447/2019 Ex.D.2(c) Transaction dated 25.6.2018 for Rs.1 Lakh through NEFT Ex.D.2(d) Transaction dated 28.9.2018 for Rs.2 Lakh through NEFT (KHADARSAB), XXXIX Addl City Civil & Sessions Judge, Bangalore City.

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Judgment pronounced in the open
Court (Vide separate Judgment)
ORDER

Suit of the plaintiff is hereby partly decreed with costs.

The defendants are hereby directed to pay to the plaintiff a sum of Rs.5,05,000/- (Rupees Five Lakh Five Thousand only) along with interest at the rate of 12% p.a. from the date of suit till the date of realization.

The defendants are jointly and severally liable to pay the above said amount to the plaintiff within two months from the date of this order. Draw decree accordingly.

(KHADARSAB)

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39th A.C.C & S. Judge, Bangalore.