IN THE COURT OF THE SENIOR CIVIL JUDGE, WARANGAL
AT HANUMAKONDA

Present: **Sri M. Venkateswara Rao,**
Senior Civil Judge, Warangal.

Thursday, this the 17th day of August, 2023

O.S.No. 784 of 2022

(Old OS No.273 of 2017)

BETWEEN:

Smt. Jannapareddy Swaroopa Rani, W/o Samba Reddy, Age: 51 years, Occu: Housewife, R/o H.No.11-14-86/302, Classic Towards Apartments, "O" City, Kashibugga, Warangal District.

… Plaintiff

And

Smt. Kusuma Umadevi @ Uma Maheshwari, W/o Murali, Age: 40 years, Occu: Beautician (Beauty Parlor), R/o H.No.11-23-1754/1, Deshaipet Road, Ganesh Nagar, Warangal District.

… Defendant

This suit coming for final hearing before me in the presence of ***Sri Y.Shyam Sunder Reddy***, learned Advocate for Plaintiff and of ***Sri G.Murali Krishna Rao,*** Advocate for Defendant; and having stood over for consideration till this day, the Court delivered the following:

J U D G M E N T

1. This is a suit filed by the Plaintiff against the person and property of Defendant for recovery of a sum of Rs.4,29,667/- with interest @ 12% per annum basing on demand promissory note.

2. <u>The case of the Plaintiff briefly as follows</u>:

i. Out of acquaintance, on 21.06.2014 defendant borrowed an amount of Rs.2,50,000/- from the Plaintiff to meet her family necessities and other needs by executing Ex.A1/demand promissory note in favor of the Plaintiff for the said amount in the presence of witnesses agreeing to repay the said amount along with interest @ 24% per annum from the date of borrowal.

ii. The plaintiff further averred in the plaint that on his persistent demands for repayment of the loan amount, the defendant dodged the matter on one pretext or the other and did not pay single pie and the plaintiff is entitled to recover the suit amount.

iii. The plaintiff further submitted that the husband of defendant got issued a legal notice to the husband of plaintiff by name Jannapareddy Samba Reddy and others in the month of March, 2015, wherein he categorically admitted that Rs.2,68,400/- borrowed from the husband of plaintiff and made other false allegations and the husband of plaintiff also gave reply to said legal notice by specifically mentioning that the defendant borrowed Rs.2,50,000/- from plaintiff on 21.06.2014 by executing demand promissory note on the said date and another amount of Rs.2,50,000/- borrowed on 15.04.2014 and as such, demanded to repay total Rs.5,00,000/- with interest covered under the said two promissory notes and in spite of receiving the said reply notice, defendant did not repay any amount and never disputed about borrowal of the amount from plaintiff and also did not dispute the contents of said reply notice and therefore, the plaintiff is entitled to recover the suit amount. Hence, the suit.

3. After receiving summons, the defendant filed written statement. **<u>The averments of the written statement filed by defendant in brief are:</u>**

i. The defendant denied all the plaint averments and stated that the name of defendant shown in the description of plaint is incorrect and her name is 'Umamaheshwari', but not 'Umadevi @ Umamaheshwari' and there is no alias name to the defendant and she filed the name proof document along with written statement.

ii. The defendant further averred in the written statement that she never received the alleged loan amount nor executed the promissory note on 21.06.2014 in the presence of witnesses at any point of time and the signature on the alleged demand promissory note is not pertaining to the defendant and it is fabricated/concocted one and does not have any legal sanctity and the plaintiff has no capacity or source of income to lend such huge amount.

iii. The defendant further averred in the written statement that the defendant has no need to borrow the alleged amount and the alleged promissory note is fabricated/bogus and devoid of consideration and the signature on it is not belongs to him and the alleged witnesses are yes-men of plaintiff and, in fact, the defendant never executed the alleged promissory note, dt.21.06.2014 nor received the alleged amount and the plaintiff has no money lending license to lend the amount and therefore, the suit is liable to be dismissed.

4. Basing on the pleadings, the following issues are framed:

1. ***Whether the suit promissory note is true, valid and binding on defendant?***
2. ***Whether the plaintiff is entitled to the suit claim?***

3. To what relief?

5. During trial, on behalf of plaintiff, she herself was examined as P.W.1 and got marked Exs.A1 to A4. On her behalf, Plaintiff also examined one Vasireddy Sreedhar as PW2. On behalf of defendant, she herself was examined as DW1 and got marked, Ex.B1.

6. Heard the arguments from both sides. Perused the record.

7. **<u>Issues No.1 and 2:</u>** As both the issues are inter-related, they are taken up together for consideration.

The contention of the plaintiff is that, the defendant borrowed an amount of Rs.2,50,000/- from the Plaintiff on 21.06.2014 and executed Ex.A1/demand promissory note agreeing to repay the same with interest @ 24% per annum and thereafter, failed to repay the said amount, therefore, plaintiff is entitled for recovery of the suit amount.

8. On the other hand, the contention of the defendant is that she never borrowed any amount and that the plaintiff created the promissory note and that the signature on the promissory note does not belongs to her, therefore, the suit of plaintiff is liable to be dismissed.

9. Now, the burden is on the plaintiff to prove her claim. In support of her claim, plaintiff herself was examined as PW1 and the attestor of promissory note was examined as PW2. The evidence of PW1 and PW2 is that the defendant borrowed an amount of Rs.2,50,000/- from the Plaintiff on 21.06.2014 and executed Ex.A1/demand promissory note agreeing to repay the same with interest @ 24% per annum and thereafter, failed to repay the said amount, therefore, plaintiff is entitled for recovery of the suit amount

10. The above evidence of PW1 and PW2 is supported by Exs.A1 to A4. Ex.A1 is original promissory note, dated 21.06.2014 showing that plaintiff borrowed the amount of Rs.2,50,000/- from the plaintiff and executed it in favour of plaintiff agreeing to repay the same with interest @ 24% per annum, Ex.A2 is the office copy of legal notice, dated .03.2015 issued by plaintiff demanding defendant to repay the loan amount with interest, Ex.A3 is reply notice, dt.05.04.2015 got issued by defendant to the plaintiff and Ex.A4 is the photo copy of Caveat, dt.08.04.2015 filed by Defendant before the Prl. Junior Civil Judge, Warangal.

11. The learned counsel for defendant cross-examined PW1 and PW2 at length, but nothing was elicited to discredit the evidence of PW1 and PW2. Therefore, the evidence of PW1 and PW2 even after test of cross-examination is corroborating with Exs.A1 to A4 and establishing that the defendant borrowed an amount of Rs.2,50,000/- from the Plaintiff on 21.06.2014 and executed Ex.A1/demand promissory note agreeing to repay the same with interest @ 24% per annum and thereafter, failed to repay the said amount.

12. Now, the burden is on the defendant to prove her contention by rebutting the evidence of PW1 and PW2. The defendant as DW1 deposed that she never borrowed the amount from the plaintiff and that the suit promissory note is fabricated document and that the signature appearing on Ex.A1/promissory note does not belong to defendant and that her name is not Umadavi @ Umamaheshwari and that her name is Umamaheshwari. Except self-serving statement of DW1, no other evidence is placed.

13. Further DW.1 exhibited Ex.B1 SSC Memo of Defendant . Ex.B1 is showing that the name of Defendant is K.Uma Maheshwari as contended by Defendant. But, Defendant did not take any steps to prove her contention to establish that the signature appearing on Ex.A1/promissory note does not belong to her. Further no body would lend money by seeing SSC Memorandum to match exact name. Promissory note would be prepared in the name intimated by borrower. When the evidence on record and Ex.A.1 is establishing that defendant borrowed amount, contention of defendant does not hold water. Therefore, it can be safely held that defendant failed to prover her contention with any cogent evidence.

14. On the other hand, the evidence of PW1 and PW2 coupled with Exs.A1 to A4 is establishing that the defendant borrowed an amount of Rs.2,50,000/- from the Plaintiff on 21.06.2014 and executed Ex.A1/demand promissory note agreeing to repay the same with interest @ 24% per annum and thereafter, failed to repay the said amount.

15. Therefore, in view of the above discussion and for the reasons stated above, this Court holds that suit promissory note is true, valid and supported by consideration and binding on the defendant and plaintiff is entitled to recover the suit claim. Issues No.1 and 2 are answered accordingly.

16. **Issue No.3:**

In view of finding on issues No.1 and 2, the suit of plaintiff is liable to be decreed with costs as prayed for.

17. **IN THE RESULT,** the suit of the plaintiff is decreed with costs. The defendant is directed to pay an amount of Rs.4,29,667/- (Rupees Four lakhs Twenty Nine thousand Sixty hundred and Sixty Seven only) along with interest @ Rs.12% per annum from the date of suit till date of decree and thereafter, @ 6% per annum from the date of decree till date of realization.

Typed to my dictation by Stenographer, corrected and pronounced by me in the open Court on this the 17th day of August, 2023.

Sd/- (Sri M.Venkateswara Rao),
SENIOR CIVIL JUDGE,
WARANGAL.

APPENDIX OF EVIDENCE

WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF

PW.1 Smt. J.Swaroopa Rani

PW.2 Vasireddy Sreedhar

WITNESSES EXAMINED ON BEHALF OF THE DEFENDANT

DW.1 Smt. Kusuma Umamaheshwari

EXHIBITS MARKED ON BEHALF OF THE PLAINTIFF

Ex.A1 Original promissory note, dated 21.06.2014.

Ex.A2 Office copy of legal notice, dt. .03.2015

Ex.A3 Reply notice, dt.04.05.2015.

Ex.A4 Photo copy of Caveat filed by Defendant, dt.08.04.2015 before the Prl. Junior Civil Judge, Warangal.

EXHIBITS MARKED ON BEHALF OF THE DEFENDANT

NIL

Sd/- (Sri M.Venkateswara Rao),
SENIOR CIVIL JUDGE,
WARANGAL.