

**IN THE COURT OF THE FOURTH ADDITIONAL JUNIOR CIVIL JUDGE,
KAKINADA.**

PRESENT: SRI C.K.V.SATYAKANTH KUMAR,
Fourth Additional Junior Civil Judge, Kakinada.

Friday, this the First [01st] day of April, 2022.

O.S.No.398 of 2021

Between:

Bonthu Lakshmi Narayanamma, W/o. Srinivasa Rao @ Srinu, Aged 37 years, Coconut Business & Streedhana, D.No.3-12, R/o. Nadimpalem, H/o. Pallipalem Village, Kajuluru Mandal, East Godavari District, Kakinada P.J.C.J.

... **Plaintiff.**

And

- 1.** Vasamsetti Anasuya, W/o. Srinivasa Rao, Aged 75 years, Chit Fund Business, R/o. C/o. Chundru Veerababu, D.No.188/1, Opp: Krishna Temple, Gollapeta, Indrapalem Village, Kakinada Rural, East Godavari District, Kakinada P.J.C.J.
- 2.** Vasamsetti Srinivasa Rao, S/o. Bethalaswamy, Aged 80 years, Retired Employee in SRMT, R/o. C/o. Chundru Veerababu, D.No.188/1, Opp: Krishna Temple, Gollapeta, Indrapalem Village, Kakinada Rural, East Godavari District, Kakinada P.J.C.J.

... **Defendants No.1 & 2.**

* * *

This Suit, coming on 23.03.2022, for Hearing before me, in the presence of Sri K.Sankara Seshagiri, Advocate for the Plaintiff, and the Defendants No.1 and 2 having been set Ex-parte, for their non appearance before the Court, as they refused to receive the Suit Summons; and upon hearing the Advocate for the Plaintiff; and upon perusing the entire material available on record; and upon having been stood over for consideration till this day, this Court delivered the following:

JUDGMENT

- 1.** This Suit is filed by the Plaintiff against the Defendants No.1 and 2, to recover an amount of Rs.12,88,533/-, being the Principal and Interest due under the Suit Promissory Note, dated 13.10.2018, for Rs.8,00,000/-, allegedly executed by the Defendants No.1 and 2 in her

favour, agreeing to repay the same with interest at 24% P.A., and for subsequent interest, and Costs of the Suit.

2. The averments in the Plaint, in brief, are as follows:

On 13.10.2018, the Defendants No.1 and 2 have jointly borrowed an amount of Rs.8,00,000/- from the Plaintiff, for the purpose of their family expenses and to discharge sundry debts, and both the Defendants No.1 and 2 have jointly executed the Suit Promissory Note in favour of the Plaintiff, on the same day, agreeing to repay the same amount along with interest at the rate of 24% per annum, on demand, to her or to her order, at her house at Nadimpalem, in the presence of the Attestors and the Scribe. The Plaintiff demanded the Defendants to discharge the Pronote debt amount with interest upto date, many times. But, the Defendants are procrastinating the same at one pretext or other, and they did not choose to repay the same to the her. The Plaintiff had personally went to the house of the Defendants many a time, and she requested as well as demanded for repayment of Suit Pronote debt together with interest. But, the Defendants did not respond to the requests and demand of the Plaintiff, and they grossly failed to repay the Pronote debt together with interest.

The Plaintiff lent the Suit Promissory Note amount on seeing their Property, i.e., wet land. The Defendants, since last one week, are proclaiming in the Village that they will sell away the Schedule Property to some 3rd Parties, and thus, they are trying to secret sale proceeds, and thus, to defeat the interest of the Plaintiff, and thus, they are searching for purchasing Parties to evade the Pronote debt of the Plaintiff, and also other debts of some other Creditors. So, no prior notice is given to the Defendants, in view of their hectic efforts to sell the Property to defeat the interest of the Plaintiff.

The Defendant No.1 is having land in an extent of Ac.0.20 cents, at her own in Chidiga Village, East Godavari District. The Plaintiff has lent the amount to the Defendants, on seeing the property of the Defendant No.1. The Defendant No.1 is doing Chit Fund Business, and the Defendant No.2 is a Retired Employee of SRMT, and he is a Pensioner. Thus, both the Defendants are having a monthly income of Rs.30,000/-, and they are having sufficient means. As such, they are not entitled for any Debt Reliefs Acts or Agricultural Debt Reliefs Acts. The Defendants are jointly and severally liable to pay the Pronote debt together with interest. Therefore, the Plaintiff is constrained to file this Suit for recovery of the Suit Promissory Note amount, along with interest and Costs of the Suit, from the Defendants.

3. The Suit Summons issued to the Defendants No.1 and 2, both through Court and Registered Post, were returned with the Endorsements, as "Refused". The Defendants No.1 and 2 did not appear before the Court on the date of their first appearance on 09.09.2021, and on the subsequent dates, to which the matter was adjourned from time to time, because of the prevailing Corona Pandemic and the Circulars issued by the Hon'ble High Court, from time to time. On 07.01.2022, the Defendants No.1 and 2 failed to appear before the Court. They were called absent, and there was no representation on their behalf till 12.00 PM. Hence, the Defendants No.1 and 2 were set Ex-parte on the same day.

4. On behalf of the Plaintiff, PW.1 is examined, and Exhibit A1 is marked.

5. Heard the Arguments on the side of the Plaintiff.

6. The Point for consideration is ***whether the Plaintiff is entitled for recovery of the Suit amount, along with subsequent interest and Costs, from the Defendants No.1 and 2, as prayed for?***

7. POINT:-

(a) In order to establish her contentions, the Plaintiff has examined herself as PW.1, and marked Exhibit A1 on her behalf. She had deposed in Chief Examination, on par with the averments in the Plaint. Since the Defendants No.1 and 2 had refused to receive the Suit Summons issued through the Court and Registered Post, and remained Ex-parte to the Proceedings of the Suit, it can be said that the evidence of PW.1 has remained unchallenged and undiscredited. In view of the above said conduct of the Defendants No.1 and 2, an adverse inference can be drawn against them to the effect that they had admitted the case of the Plaintiff, and that they have nothing to put forth, as a contest against the claim of the Plaintiff.

(b) It would be relevant to refer to Ex.A1, which is relied upon by the Plaintiff. Ex.A1 is the Original Suit Promissory Note, dated 13.10.2018, executed by the Defendants No.1 and 2, in favour of the Plaintiff, for Rs.8,00,000/-. As seen from the recitals therein, the said Document was attested by R.Suresh Kumar and another Person, whose name is not legible, and it was scribed by K.L.Devi. The Defendant No.1 had signed once upon the Revenue Stamp in Ex.A1, while the Defendant No.2 had signed once below the Revenue Stamp in Ex.A1. Hence, by virtue of the unchallenged evidence of PW.1, coupled with Ex.A1, this Court opines that the Plaintiff has established her contentions.

(c) In view of the above discussion, this Court concludes and holds that the Plaintiff has established the transaction under the Suit Promissory Note in Ex.A1, and the failure of the Defendants No.1 and 2 to discharge the same, inspite of her oral demands; and that the Plaintiff is entitled to recover the Suit amount, along with subsequent interest at 12% per annum from the date of presentation of the Suit, and at 6% per annum

from the date of passing of the Decree, and Costs of the Suit, as prayed for by him.

Hence, the Point is answered in favour of the Plaintiff.

8. In the result, the Suit is decreed with Costs, directing the Defendants No.1 and 2 to pay the Plaintiff, a sum of Rs.12,88,533/-, with subsequent interest at 12% p.a., from the date of presentation of Suit till the date of Decree, and thereafter, at 6% p.a., from the date of Decree till the date of realization, on the Principal amount of Rs.8,00,000/-.

Typed to my Dictation, by the Stenographer, corrected and pronounced by me in the open Court, on this the 01st day of April, 2022.

SD/-C.K.V.SATYAKANTH KUMAR
Fourth Additional Junior Civil Judge,
Kakinada.

APPENDIX OF EVIDENCE

WITNESSES EXAMINED ON BEHALF OF THE PLAINTIFF

PW.1 : Bonthu Lakshmi Narayanamma.

WITNESSES EXAMINED ON BEHALF OF THE DEFENDANTS

None.

EXHIBITS MARKED ON BEHALF OF THE PLAINTIFF

Ex.A1 : Original Suit Promissory Note, dated 13.10.2018, executed by the Defendants, in favour of the Plaintiff, for a Sum of Rs.8,00,000/-.

EXHIBITS MARKED ON BEHALF OF THE DEFENDANTS

NIL.

SD/-C.K.V.SATYAKANTH KUMAR
Fourth Additional Junior Civil Judge,
Kakinada.

Fair Judgment

O.S.No.398 OF 2021

Dt. 01.04.2022.

Part - III