

IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE :: BADVEL

Present:- Smt. A. Geetha Vani,
Principal Junior Civil Judge,
Badvel.

Tuesday this the 6th day of August, 2019

Original Suit No. 41 / 2019

In between:

Kavuluri Rajesh, S/o.Ramaiah, Aged about 33 years,
Hindu, Occ: Small Business, Near Z.P.L.School,
Porumamilla Town, Post & Mandal, Kadapa District.

. . . Plaintiff

- Vs -

Siddamurthy Rajasekhar Reddy, S/o.S.Seetha Rami
Reddy, Aged about 34 years, Occ:Small business,
Porumamilla Town, Post & Mandal, Kadapa District.

. . . Defendant

This suit coming on this day for final hearing before me in the presence of **Sri P.Rajeswara Rao**, Advocate counsel for plaintiff and defendant remained set-exparte, this court delivered the following:-

JUDGMENT(Exparte)

1. This suit is filed by the plaintiff against the defendant for recovery of an amount of Rs.96,733/- basing on suit pronote and for costs of the suit.

2. Plaint Contents Briefly:-

The plaintiff submits that the defendants borrowed a sum of Rs.1,60,000/- on 20.01.2018 from the plaintiff and executed a promissory note for Rs.1,60,000/-, dt.20.01.2018, in favour of the plaintiff agreeing to repay the same with interest at 24 % p.a., in spite of several demands the defendant paid a sum of Rs.90,000/- on 20.06.2018 and made an endorsement on back side of the pro-note and thereafter in spite of several demands by the plaintiff the defendant did not repay the same and was post poning the same saying some reason or other from time to time. Hence, the plaintiff is filed present suit.

3. Summons to the defendant sent through court and R.P and the same was served to defendant. Service held sufficient. Defendant was called absent and set-exparte.

4. The plaintiff himself was examined as P.W.1 by filing his chief affidavit and got marked Ex.A1 and A2 on his behalf.

5. Heard the plaintiff side. The defendant set *exparte*.

6. Perused the record.

7. To prove the plea of the plaintiff he got examined as P.W.1 and in support of his contention Ex.A1 and A2 are marked. On perusal of Ex.A1, is the original promissory note dt.20.01.2018, for Rs.1,60,000/- and Ex.A2 is the part payment endorsement for Rs.90,000/-, dt.20.06.2018. By examining plaintiff himself as P.W.1 and by marking Ex.A1 and A2 is the plaintiff proved his version. But the defendant did not come to court and did not even file his written statement as such the version of the plaintiff is unchallenged by the defendant. At this juncture, this court relied upon the decision reported :

In Vidyadhar Vs Manic Rao (AIR 1999 S.C.1441) The Hon'ble Apex court held's that "If any party fails to appear and give evidence in the court it can be treated as no case on his behalf". If the defendant has got any case he would come and contest the case by way of positive evidence but he did not do so. Therefore it can be safely held that defendant borrowed amount from the plaintiff.

8. In the result,

This suit is decreed with costs directing defendant to pay a sum of Rs.96,733/- to plaintiff together with subsequent interest @ 12% p.a., from the date of filing of suit to till the date of decree and thereafter @ 6% p.a., till the date of realization on the suit amount of Rs.96,733/-.

(Typed to my dictation by the Stenographer Grade-III, corrected and pronounced by me in the open court, this the 6th day of August, 2019)

Sd/- Smt. A.Geetha Vani,
PRINCIPAL JUNIOR CIVIL JUDGE,
BADVEL.

APPENDIX OF EVIDENCE
WITNESS EXAMINED FOR

PLAINTIFF:-

P.W.1: Kavuluri Rajesh

DEFENDANT:-

Set-exparte

EXHIBITS MARKED FOR PLAINTIFF:-

Ex.A1 : Original promissory note dt.20.01.2018, worth
Rs.1,60,000/-.

Ex.A2 : Part payment endorsement for Rs.90,000/-, dt:20.06.2018.

EXHIBITS MARKED FOR DEFENDANT:- NIL

Id/- A.G.V.,
P.J.C.J, Badvel.

Plaint presented on:11.02.2019

Plaint filed on: 11.02.2019

D E C R E E

IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE :: BADVEL

**Present:- Smt. A. Geetha Vani,
Principal Junior Civil Judge,
Badvel.**

Tuesday, the Sixth (6th) day of August, Two thousand and Nineteen

O.S.No. 41 / 2019

Kavuluri Rajesh, S/o.Ramaiah, Aged about 33 years, Hindu, Occ: Small Business, Near Z.P.L.School, Porumamilla Town, Post & Mandal, Kadapa District.

. . . Plaintiff

- Vs -

Siddamurthy Rajasekhar Reddy, S/o.S.Seetha Rami Reddy, Aged about 34 years, Occ:Small business, Porumamilla Town, Post & Mandal, Kadapa District.

. . .

Defendant

This is a suit filed by the plaintiff against the defendant for recovery of a sum of Rs.96,733/- basing on promissory note dt:20.01.2018 for Rs.1,60,000/- repayable with interest @ 24 % p.a., for future interest and costs of the suit.

The value of the suit for the purpose of court fee and jurisdiction is as follows:- The relief of recovery of money is notionally valued at Rs.96,733/- and court fee of Rs.3,346/- is paid under section 20 of A.P.C.F and S.V.Act.

This suit is coming on today for disposal hearing before me in the presence of **Sri P.Rajeswara Rao, Advocate**, for the plaintiff and the defendant having been called absent, no representation for the defendant and he was *set-exparte*, upon perusing the record and having stood over for consideration till this day, this court doth order and decree as follows:-

1. That the defendant to pay a sum of Rs.96,733/- to plaintiff together with subsequent interest @ 12 % p.a., from the date of filing of suit to till the date of decree and there after @ 6 % p.a., till the date of realization on the suit amount of Rs.96,733/-.

2. That the defendant do pay to the plaintiff a sum of Rs.5,959/- being the cost of the suit and do bear his own costs of Rs. NIL (costs memo not filed)

Given under my hand and the seal of the court, this the 6th day of August, 2019.

Sd/- Smt. A.Geetha Vani,
PRINCIPAL JUNIOR CIVIL JUDGE,
BADVEL.

MEMORANDUM OF COSTS		
	<u>FOR PLAINTIFF</u>	<u>FOR DEFENDANT</u>
Stamp on plaint	3,346-00	
Stamp on vakalath	2	
Stamp on petitions	10	
Stamp on batta memos	300-00	Ex parte
Advocate fee	2,301-00	
Total	5,959-00	

Id/-A.G.V.,
P.J.C.J.,
BDL.

Note:- The parties shall apply as soon as possible for return of all the documents which they may wish to preserve, as the records will be liable to be destroyed after three years from this date;