

**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE (SENIOR DIVISION),
GUNTUR**

**Present : SRI Y.GOPALA KRISHNA,
I Addl. Civil Judge(Sr. Division), Guntur.
FAC Principal Civil Judge(Sr. Division), Guntur.**

Wednesday, the 13th day of November, 2024

ORIGINAL SUIT NO.87/2024

Between:

Smt. Kurri Sujatha, S/o K. Siva Brahma Reddy, Aged about 45 years,
Occupation : Agriculture, R/o Pathamallaya Palem, Prathipadu Mandal,
Guntur District.

..Plaintiff.

AND

Annappa Reddy Nagi Reddy, S/o Annappa Reddy Sambhi Reddy, Aged about
59 years, Occ: Business, R/o Door No.45/C, Flat No.5B, KR Villas, Saibaba
Road Extension, Vishnu Nagar, Koritapadu, Guntur.

..Defendant.

This suit coming on 12.11.2024 for final hearing before me in the
presence of Sri B. Siva Rami Reddy, Advocate for plaintiff and of
defendants remained exparte and the matter having stood over for
consideration till this day, this Court delivered the following:-

JUDGMENT

1. This suit is filed for the recovery of the amount on the foot of
promissory note.
2. The main case of the plaintiff, in brief, is that:
 - i) Plaintiff used to purchase pesticides and fertilizers from Sri
Tirumala Enterprises during the season of cotton and chilli crops.
Both plaintiff and defendant belonged to the same village. Moreover,
they are friends and relatives. The defendant, who is a managing

partner of Tirumala Enterprises, approached the plaintiff in the first week of November 2020 and requested to arrange funds of Rs. 18,00,000/- to develop his business and his family necessities. On his request, plaintiff lent a sum of Rs. 18,00,000/- on 31.12.2020 under three promissory notes each for Rs. 6,00,000/-.

ii) Subsequently, despite repeated oral demands, the defendant failed to repay the same. However, he promised to repay the debt after selling a residential plot situated at Koritapadu, Guntur. While so, she came to know that defendant got sale consideration relating to his residential plot situated at Koritepadu, Guntur. Then immediately she approached the defendant, requesting him to repay the due amount. To which again he requested time. Later, again, the plaintiff approached him, requesting to repay the amount. But he did not heed her request. Instead of repayment, the defendant warned that if she demanded repayment of debt, he would eliminate her. Eventually, he got issued legal notice on 15.12.2023, but the defendant got it returned by managing postal authorities. Hence, the present suit is filed for recovery of money.

3. Even after service of summons, the defendant did not turn up before the court either personally or through the advocate. Hence, he is set exparte. Later, he did not take any steps to get a set-aside exparte order.

4. Now the point for determination is:

“Whether the plaintiff is entitled to the suit claim as prayed for?”

5. During the course of trial, the plaintiff herself examined as P.W.1 while relying on Exs. A1 to A6. On the other hand, the defendant has not adduced either oral or documentary evidence.

6. Heard arguments.

7. Perused record.

Point:

“Whether the plaintiff is entitled to the suit claim as prayed for?”

8. It is the case of plaintiff that defendant borrowed Rs. 18,00,000/- from the plaintiff on 31.12.2020 under three promissory notes each for Rs. 6,00,000/-.

9. In order to substantiate the case, the plaintiff examined herself as PW1. She reiterated the averments of plaint in her chief examination affidavit. The defendant failed to cross-examine PW1. Thereby, her evidence became unchallenged.

10. Besides the above oral evidence, the plaintiff relied upon Exs. A1 to A6. Ex.A1 is a promissory note dated 31.12.2020 for Rs. 6,00,000/-. Ex.A2 is a promissory note dated 31.12.2020 for Rs. 6,00,000/-. Ex.A3 is a promissory note dated 31.12.2020 for Rs. 6,00,000/-. Ex. A4 is the office copy of the legal notice dated 15.12.2023

along with postal receipts standing in the name of defendant. Ex.A5 is the postal cover with acknowledgment due standing in the name of the defendant. Ex. A6 is postal cover with acknowledgment due standing in the name of the defendant. Promissory notes/Exs. A1 to A3 are found to disclose that the defendant borrowed Rs. 18,00,000/- from the plaintiff on 31.12.2020. The evidence of PW1 corroborates with documentary evidence.

11. On thorough scrutiny of the evidence of PW1, this court has not found any circumstances to disbelieve her version. Further, oral evidence of PW1 and documentary evidence (Exs. A1 to A6) corroborate each other regarding the lending amount. Hence, it is held that the plaintiff is entitled to the decree as prayed for. Accordingly, this point is answered.

12. In the result, suit is decreed for Rs.30,94,800/- (Rupees thirty lakhs ninety four thousand and eight hundred only) with costs with subsequent interest @ 12% p.a., from the date of suit till the date of decree and future interest @ 6% p.a., from the date of decree till realization on principal amount of Rs.18,00,000/-.

Dictated to the Stenographer Grade-I, transcribed by her, corrected and pronounced by me in Open Court this the 13th day of November, 2024.

Sd/-Y.Gopala Krishna.

I Additional Civil Judge(Sr.D),Guntur.
FAC Prl. Civil Judge (Sr. D), Guntu

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Plaintiff:

P.W.1 : Kurri Sujatha

For Defendant:

None

DOCUMENTS MARKED

For Plaintiff:

Ex.A1 : Promissory note dated 31.12.2020 for Rs.6,00,000/-.

Ex.A2 : Promissory note dated 31.12.2020 for Rs.6,00,000/-.

Ex.A3 : Promissory note dated 31.12.2020 for Rs.6,00,000/-.

Ex.A4 : Office copy of legal notice dated 15.12.2023 along with postal receipts standing in the name of defendant.

Ex.A5 : Postal cover with acknowledgment due standing in the name of the defendant.

Ex.A6 : Postal cover with acknowledgment due standing in the name of the defendant.

For Defendant:

-NIL-

Sd/-Y.Gopala Krishna.

I Additional Civil Judge(Sr.D),Guntur.
FAC Prl. Civil Judge (Sr. D), Guntur.

**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE (SENIOR DIVISION),
GUNTUR**

**Present : SRI Y.GOPALA KRISHNA,
I Addl. Civil Judge(Sr. Division), Guntur.
FAC Principal Civil Judge(Sr. Division), Guntur.**

Wednesday, the 13th day of November, 2024

ORIGINAL SUIT NO.87/2024

Between:

Smt. Kurri Sujatha, S/o K. Siva Brahma Reddy, Aged about 45 years,
Occupation : Agriculture, R/o Pathamallaya Palem, Prathipadu Mandal,
Guntur District.

..Plaintiff.

AND

Annappa Reddy Nagi Reddy, S/o Annappa Reddy Sambhi Reddy, Aged about
59 years, Occ: Business, R/o Door No.45/C, Flat No.5B, KR Villas, Saibaba
Road Extension, Vishnu Nagar, Koritapadu, Guntur.

..Defendant.

This suit is filed for the recovery of amount on the foot of a
promissory note.

Plaint Presented on : 15-06-2024

Plaint numbered on : 15-06-2024

Cause of action for the suit arose on 31-12-2020 when the
defendant had borrowed an amount of Rs.18,00,000/- by executing
various promissory notes at Pathamallaya Palem village, Prathipadu
Mandal, Guntur District, A.P for his business expenses and other family
expenses and agreeing to repay the said amounts together with interest
@ 24% per annum either to the plaintiff or his order on demand. On
05-01-2022 and again on 22-01-2022 when the plaintiff demanded orally
for the said amount and further on 15-12-2023 when the plaintiff has got
issued a legal notice to the defendant and others and the subsequent
events and further cause of action still subsisting.

PARTICULARS OF VALUATION:-

1.	A-Principal amount on 31-12-2020	Rs.6,00,000-00
	Interest at 24% p.a till 29-12-2023	Rs.4,31,600-00

	Total	Rs.10,31,600-00

On which Court Fee of Rs.12,826/- is paid under Section 20 of APCF and SV Act.

2.	B-Principal amount on 31-12-2020	Rs.6,00,000-00
	Interest at 24% p.a till 29-12-2023	Rs.4,31,600-00

	Total	Rs.10,31,600-00

On which Court Fee of Rs.12,826/- is paid under Section 20 of APCF and SV Act.

3.	C-Principal amount on 31-12-2020	Rs.6,00,000-00
	Interest at 24% p.a till 29-12-2023	Rs.4,31,600-00

	Total	Rs.10,31,600-00

On which Court Fee of Rs.12,826/- is paid under Section 20 of APCF and SV Act.

Total value for the purpose of jurisdiction is Rs.30,94,800

Total Court fee paid Rs.38,478/-.

This suit coming on 12.11.2024 for final hearing before me in the presence of Sri B. Siva Rami Reddy, Advocate for plaintiff and of defendants remained exparte and the matter having stood over for consideration till this day, this Court doth order and decree as follows :

1. That the defendant be and is hereby directed to pay a sum of Rs.30,94,800/- (Rupees thirty lakhs ninety four thousand and eight hundred only) to the plaintiff with subsequent interest @ 12% per annum from the date of suit till the date of decree and future interest @ 6% per annum from the date of decree till realization on principal amount of Rs.18,00,000/-.

2. That the defendant do pay a sum of Rs.1,33,224/- to the plaintiff towards costs of the suit and do bear his own costs of Rs.Nil (cm & fc not filed by the defendant).

Given under my hand and the seal of the court this the 13th day of November, 2024.

Sd/-Y.Gopala Krishna.
**I Addl. Civil Judge (Senior Division),
 Guntur.**
**FAC. Prl. Civil Judge (Senior Division),
 Guntur.**

TABLE OF COSTS

	For Plaintiff Rs. Ps.	For Defendant Rs. Ps.
1. Stamp on Vakalath	2-00	Cm & fc not filed
2. Court Fee	38,478-00	
3. Process	100-00	
4. Advocate Fee	94,544-00	
5. Typing Charges	50-00	
6. Writing charges	50-00	
Total:	1,33,224-00	-NIL-

Sd/-Y.Gopala Krishna.
**I A.C.J (Sr.D), Gnt.,
 FAC.P.C.J (Sr.D),Gnt.**