

IN THE COURT OF THE II SENIOR CIVIL JUDGE:  
CITY CIVIL COURT: HYDERABAD.

DATED THIS THE 18<sup>th</sup> DAY OF JULY, 2023

PRESENT: SMT.V.BHAVANI,  
II SENIOR CIVIL JUDGE,

**O.S.No.125 OF 2023**

**Between:**

Gande Mahesh, S/o.Bikshapati,  
Aged 43 years, Occ: Business,  
R/o.H.No.6-3-680/8/2, Flat No.101,  
Siri Residency, Erramanzil, Hyderabad-500082.

....Plaintiff

AND

Komati Nagesh, S/o.Narayana,  
Aged 37 years, Occ:Business,  
R/o.3-6-710, Shantikunj, Street No.11,  
Near Oxford High School, Himayat Nagar,  
Hyderabad-500029.

....Defendant

*This suit is coming on this day before me for final disposal in the presence of **Sri.N.N.Somendra Reddy**, Advocate for plaintiff and defendant set exparte and the matter having been heard and stood over for consideration till this date, this court delivered the following:*

**J U D G M E N T**

This suit is filed on behalf of the plaintiff for recovery of a sum of Rs.20,75,000/- (Rupees Twenty Lakhs Seventy Five Thousand Only) and to grant future interest at the rate of 36% per annum from the date of suit till realization and costs of the suit.

**2.. The averments of the plaint in brief, are as follows:**

That the plaintiff and defendant are known to each other since ten years and in view of taking advantage of friendship the defendant on 16-10-2019 borrowed an amount of Rs.10,00,000/- from the plaintiff for his business and family necessities and executed a demand promissory note in favour of the plaintiff for the said amount on the even date undertaking to repay the said amount with interest thereon @ Rs.3/- per month either to plaintiff or to his order or demand. The defendant received the consideration in cash before witnesses.

3.. Subsequently when the plaintiff made several demands to the defendant to discharge the said debt due under the promissory note, the defendant has been postponing discharging the said debt on one pretext or the other.

4.. That on 12-09-2022 the plaintiff got issued legal notice through his counsel by RPAD calling the defendant to repay the entire debt under the said promissory note with interest within a week upon receipt of the legal notice. But the defendant knowing about the legal notice evaded receiving the same and hence the same was returned “Left without instructions-Returned to Sender” by managing postal authorities and the defendant even not responding to the calls of the plaintiff and hence the present suit for recovery of suit amount from the defendant. Hence the suit.

5.. The defendant was set exparte.

6.. On behalf of the plaintiff, Plaintiff himself got examined as PW1 and Exs.A1 to A4 are marked.

7.. Heard the arguments from the learned counsel for the plaintiff.

8.. *Now the point for consideration is whether the plaintiff is entitled for a sum of Rs.20,75,000/- together with future interest and costs as prayed against the defendant?*

9.. **POINT:**

A perusal of Ex.A1 i.e., promissory note executed by the defendant, it shows that the plaintiff arranged the sum of Rs.10,00,000/- to the defendant. The defendant did not choose to rebut the case of the plaintiff by adducing any evidence on his behalf and hence the evidence of PW1 remained unchallenged. It is also evident from Exs-A2 and A3 that the plaintiff has issued a legal notice to the defendant and Ex-A4 is the returned postal cover. Hence, in the light of the documents marked on behalf of plaintiff, it clearly establishes that the defendant has received Rs.10,00,000/- and defendant has defaulted in repayment of the same. Hence, the point is answered in favour

of the plaintiff.

**10..** In the result the suit is decreed with costs for a sum of Rs.20,75,000/- (Rupees Twenty Lakhs Seventy Five Thousand only) in favour of the plaintiff and against the defendant together with future interest @ 12% p.a. on the principal amount from the date of suit till date of decree and thereafter @ 6% p.a till the date of realization.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and pronounced by me in the Open Court this the 18<sup>th</sup> day of July, 2023.

**II SENIOR CIVIL JUDGE,  
CITY CIVIL COURT: HYDERABAD.**

**APPENDIX OF EVIDENCE:  
Witnesses examined:**

**For plaintiff:**  
**PW1:** Gande Mahesh

**For defendant:**  
None.

**Documents marked on behalf of the plaintiff:**

- Ex.A1:** Original demand promissory dt.16-10-2019 executed by defendant in favour of plaintiff.
- Ex.A2:** Office copy of Legal Notice, dt.12-09-2022 issued by the counsel for the plaintiff to the defendant.
- Ex.A3:** Original Postal Receipt, dt.12-09-2022.
- Ex.A4:** Original Return RPAD Cover.

**Documents marked on behalf of the Defendant:**

**NIL**

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