

IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE AT GAJUWAKA

Present:- Smt.P.SRI SATYA DEVI,
PRINCIPAL SENIOR CIVIL JUDGE,
GAJUWAKA.

WEDNESDAY , THE 11th DAY OF OCTOBER, 2017

O.S.No.91/2017

Between :-

Nagireddy Venkata Ramana, S/o late Somunaidu,
Hindu, aged 57 years, Employee in Steel Plant,
resident of D.No.25-3-106, China Nadupuru, Pedagantyada,
Visakhapatnam-44, Aadhar No.592080967827,
Ceel No.9948451315.

..Plaintiff

And:

Nagireddi Pothayya, S/o late Somunaidu,
Hindu, aged 58 years, employee in Visakhapatnam Steel Plant,
resident of Kalapaka village post, Parawada Mandal,
Visakhapatnam District.

..Defendant

This suit coming before me for final hearing on 12-9-2017 in the presence of Sri D.V.Rama Rao, Advocate for the plaintiff and defendant set exparte, written statement not filed and forfeited and having stood over for consideration, till this day, this court delivers the following:-

JUDGMENT

1. This suit filed by the plaintiff for recovery of an amount of Rs.3,69,000/- from the defendant basing on the Promissory note transaction dt:19-4-2015 and for costs of the suit.

2. It is averred in the plaint that the defendant who is elder brother of plaintiff borrowed an amount of Rs.2,50,000/- from the plaintiff on 19-4-2015 in cash and executed a demand promissory note in his favour by agreeing to repay the same with interest at the rate of 24% p.a., on demand of the plaintiff. Since the defendant failed to repay the same in spite of repeated demands made by the plaintiff, the plaintiff was constrained to file this suit.

3. The defendant though made his appearance on receipt of suit summons, did not file any written statement by denying the plaint averments within the time. Hence his right of filing written statement is forfeited. The plaintiff himself examined as PW.1 and exhibited suit promissory note as Ex.A1.

4. Heard the plaintiff's counsel and perused the oral and documentary evidence of Pw.1.

5. Now the point for consideration is,

"Whether the plaintiff is entitled to get the decree passed for suit claimed amount against the defendants as prayed for or not?"

POINT:-

6. Pw.1(Nagireddy Venkata Ramana) is no other than the plaintiff, his unchallenged oral evidence coupled with Ex.A1 (original promissory note dt.19-4-2015) goes to show the money transaction between himself and the defendant on 19-4-2015. The further uncontroverted evidence of Pw.1 goes to show that he made a demand to defendant to pay the debt covered under Ex.A1. The pleadings of the plaintiff completely substantiated with the above discussed oral and documentary evidence. The defendant having receipt of the suit summons made his appearance but failed to defend the suit by way of filing his written statement which amounts to deemed admission of the plaintiff's claim. Since plaintiff could prove his case with sufficient documentary evidence, he is entitled to get the decree passed against the defendant for recovery of the debt covered under Ex.A1 with interest mentioned therein. As such the plaintiff is entitled to recover the suit claimed amount of Rs.3,69,000/- from the defendant with subsequent interest thereon.

7. In the result, the suit decreed with costs for an amount of Rs.3,69,000/- (Rupees three lakhs sixty nine thousand only) with subsequent interest thereon at the rate of 12% p.a., from the date of filing of the suit till the date of decree and thereafter at the rate of 6%p.a., till the date of realization.

Typed to my dictation, corrected and pronounced by me in the open court, this the 11th day of October, 2017.

PRINCIPAL SENIOR CIVIL JUDGE,
GAJUWAKA.

APPENDIX OF EVIDENCE :-

Witnesses examined for :-

Plaintiff :-

P.W.1:Nagireddy Venkata Ramana

Defendant :-

-Nil-

Exhibits marked for :-

Plaintiff :-

Ex.A1 / 19-4-2015

:Original promissory note executed in favour of plaintiff for Rs.2,50,000/-.

Defendant :---Nil--

P.S.C.J./GWK.

