

IN THE COURT OF THE VI ADDITIONAL DISTRICT AND SESSIONS JUDGE
(FTC), BAPATLA

**Present :- Sri K. Syam Babu.,
VI Addl. District & Sessions Judge (FTC), Bapatla.**

Wednesday, this the 9th day of July, 2025

O.S.No.293/2018

Between:

Bolisetty Ramesh Babu, s/o Koteswararao, Hindu, aged about 50 years,
Business, R/o Patel Nagar, Bapatla, Guntur District.

...Plaintiff

And

Didla Venkata Veera Reddy, s/o Krishnamurthy Reddy, Hindu, aged about 45
years, R/o Vetapalem village, Prakasam District.

...Defendant

This suit is coming before me on 2-7-2025 for hearing in the presence of
Sri N.Srinivasarao, Learned counsel for the plaintiff and Sri Y.Prasad, learned
counsel for the defendant and having heard both the counsels and having
perused the record, this court made the following;

JUDGMENT

This suit is filed for recovery of an amount of Rs.19,22,400/- with
subsequent interest at 24% per annum, against the defendant from the date of
the suit till the date of realization and for costs of the suit.

The brief averments of maintenance suit are as follows:

02. On 11-05-2015, the defendant, for his family expenses, borrowed an
amount of Rs.3,00,000/- (Rupees Three Lakhs only) from the plaintiff and on the
same day, evidencing the said borrowal, the defendant executed the suit "A"
marked promissory note in favour of the plaintiff at Bapatla, agreeing to repay
the same amount with interest at the rate of 24% per annum either to the plaintiff
or his order on demand.

Again on 01-08-2015, the defendant, for his family expenses, borrowed another amount of Rs.3,00,000/- (Rupees Three Lakhs only) from the plaintiff and on the same day, evidencing the said borrowal, the defendant executed the suit "B" marked promissory note in favour of the plaintiff at Bapatla, agreeing to repay the same with interest @ 24 % per annum either to the plaintiff or his order on demand.

Again on 04-05-2016, the defendant, for his family expenses, borrowed another amount of Rs.6,00,000/- (Rupees Six Lakhs only) from the plaintiff and on the same day, evidencing the said borrowal, the defendant executed the suit "C" marked promissory note in favour of the plaintiff at Bapatla, agreeing to repay the principal amount with interest @ 24 % per annum either to the plaintiff or his order on demand.

Subsequently inspite of repeated demands, the defendant failed to pay any amount under the suit "A" "B" and "C" marked promissory notes or any part thereof, though acknowledging the debt due to the plaintiff and dragged on the repayment till the last date of limitation with empty promises and as such the plaintiff could not issue any notice demanding amount due under the suit promissory note. Hence, the suit is filed for recovery of the suit amount together with subsequent interest and costs.

The plaintiff came to know that the defendant is trying to alienate the petition schedule immovable properties belonging to him and trying to screen away the sale proceeds beyond the reach of the plaintiff, with a view to defeat

the claim of the plaintiff and if the defendant succeeds in his attempts, the plaintiff may not be able to enjoy the fruits of the decree that may be passed in his favour and it will become very difficult to the plaintiff to recover the debt due to him from the defendant.

The defendant is not entitled to the benefits of any debt laws. The provisions of Act 4 of 1938 also do not apply to the defendant. Hence the defendant is liable to pay the suit amount with contract rate of interest and the plaintiff is entitled for the same.

03. The defendant filed written statement denying the averments made in the plaint and stated that the defendant and his wife by name Asodi Siva Naga Mani borrowed little bit of amount for the medical purpose of the defendant. At that time the defendant and his wife has no option except to obey the order of the plaintiff. The plaintiff demanded to sign on empty promissory note number in each six and also taken empty signed cheques from both of them. At the time of borrowing, the plaintiff said that he is a SATAYA HARICHANDRA and he never said lies. Believing on the sweet words of the plaintiff the defendant and his wife gave above said cheques and pronotes.

The defendant and his wife both are teachers and they came to know that the plaintiff is doing unauthorized money lending business and filing several promissory note and cheques cases in Bapatla, Ongole, Chirala, Ponnur and Guntur and some other places and then the defendant tried to clear the debt to the plaintiff, but the plaintiff demanded huge amounts, i.e, 10 times of the

original debt amount. Then the defendant shocked and then the matter placed before the elders of that vicinity and they pretty to defendant, because the plaintiff ambition is only to get properties for filing this type of false and vexatious suit against the innocent public, but it is strange that the courts kept quiet and also police people and other responsible officers are kept quiet for the reason known to them. The defendant is shocked about the ill-legal suit against the defendant and his wife at ongole and the same is numbered O.S.No.71/2017 in E.P.No.103/2019 on the file of the PJ CJ at Ongole. The plaintiff is also filed suit against this defendant and his wife at Chirala and Bapatla and those cases are pending.

Plaintiff filed the present suit pronote with the help of their henchmen and filed this false and vexatious pronotes for wrongful gain and it shows, plaintiff and scribe and attestor fabricated the alleged suit pronote, and filed this false case for wrongful gain from the defendant and the suit not maintainable as per law.

Defendant is seeking permission to prosecute the plaintiff for creating of false and fake document and filed before this Honorable court, even though the plaintiff has knowledge about the creating of the alleged suit pronote. Defendant is reserving his right to send the suit pronote for expert opinion for elicit the truth before this Honorable court. Recently the defendant came to know that it will clearly reveals that the alleged suit pronote is fabricated and filed before this Honorable court for wrongful gain from the defendant because the

defendant is law abiding citizen taking it an undue advantage the plaintiff is playing tactics. So, there is no cause of action to file this suit. Hence, the defendant prays the Honorable court may be pleased to dismiss the suit with costs.

04. Basing on the above pleadings, following issues are settled for trial:

1. Whether the pronotes dt.11-5-2015, 1/8/2015 and 4-5-2016 are true, valid and binding on the defendant ?
2. Whether the plaintiff is entitled to recover the suit amount from the defendant?
3. To what relief?

05. On behalf of the plaintiff, the plaintiff himself is examined as PW1 and also examined PW2 who is one of the attester of promissory notes on his behalf and Exs.A1 to A3 were marked. No oral or documentary evidence was adduced by the defendant. Ex.A1 is promissory note dt.11-5-2015 executed by the defendant in favour of plaintiff for Rs.3 lakhs. Ex.A2 is promissory note dt.1-8-2015 executed by the defendant in favour of plaintiff for Rs.3 lakhs. Ex.A3 is promissory note dt.4-5-2016 executed by the defendant in favour of plaintiff for Rs.6 lakhs.

06. Heard both sides. Perused the record.

Issue No.1:

“Whether the suit promissory notes dt.11-5-2015, 1-8-2015 and 4-5-2016 are true, valid and binding on the defendant?

07. This suit is based on the promissory notes. The case of the plaintiff is that the defendant borrowed an amount of Rs.12 lakhs from the plaintiff on execution of Exs.A1 to A3 promissory notes on different dates i.e.,11-5-2015, 1-8-2015 and on 4-5-2016 executed by the defendant with his own handwriting in presence of attestors of Exs.A1 to A3 promissory note.

08. The defendant filed written statement by denying the contentions of the plaintiff with regard to lending of amount under Exs.A1 to A3 promissory notes and further contended that the defendant and his wife by name Asodi Siva Naga Mani borrowed little bit of amount for the medical purpose of the defendant. At that time of borrowing, and the defendant and his wife gave above said cheques and pronotes to the defendant. The plaintiff is doing unauthorized money lending business and filing several promissory note and cheques cases in Bapatla, Ongole, Chirala, Ponnur and Guntur and some other places and then the defendant tried to clear the debt to the plaintiff, but the plaintiff demanded huge amounts, i.e, 10 times of the original debt amount. The defendant is shocked about the ill-legal suit against the defendant and his wife at ongole and the same is numbered O.S.No.71/2017 in E.P.No.103/2019 on the file of the Principal Junior Civil Judge, Ongole. The plaintiff is also filed suit against this defendant and his wife at Chirala and Bapatla and those cases are pending.

09. To support his contention, plaintiff is examined as PW-1 and he categorically stated that the defendant borrowed a sum of Rs.12 lakhs under

Exs.A1 to A3 promissory notes. To support the contention of PW1, PW2 who is one of the attesor of Exs.A1 to A3 promissory notes, was examined. The plaintiff has to discharge his initial burden regarding the execution of promissory note and then, the presumptions under section 118 of Negotiable Instrument Act flow in his favour.

10. At this stage, it is appropriate to note that according Section 101 of Indian Evidence Act, the initial burden is on the plaintiff to establish the fact of execution of Exs.A1 to A3/promissory notes by defendant after receipt of consideration. In order to substantiate the same, the plaintiff himself examined as PW-1 and got marked Ex.A.1 to Ex.A.3. One of the attesor of Exs.A1 and to A2/promissory notes is examined as PW-2 and PW2 deposed that he and one Veera Swamy signed as attestors to Exs.A1 and A2. He scribed Ex.A3 promissory note and N.Veera Swamy signed as attestor to Ex.A3 promissory notes.

11. During the cross-examination of PW-1 and PW-3 several questions were posed to the witnesses to disprove the execution of Exs.A1 to A3 promissory notes. Even during the cross-examination of PW.1 and PW.2 there are no discrepancies with regard to the execution of Exs.A1 to A3/ promissory notes. When the PW.1 and PW.2 clearly stated about the execution of Exs.A1 to A3 promissory notes and passing of consideration there under, the burden shifts on to the defendant to rebut the presumption by the preponderance of

probabilities and the proof need not be beyond reasonable doubt. Under section 118 of Negotiable Instrument Act, once the execution is proved, there shall be presumptions that the suit promissory note was drawn on the date appearing on it for the consideration shown therein.

12. The defendant contested the suit by filing written statement, he did not enter into the witness box to disprove the case of the plaintiff. Though the defendant has taken a plea of fabrication she has not taken steps to get examine the Exs.A1 to A3. As the defendant does not enter into the witness box and not adduced any evidence to prove her pleadings, it is appropriate to consider that the version of the defendant in her written statement is not a true statement. The ratio laid down in **Vidhyadhar Vs. Manikya Rao and another reported in AIR 1999 SC 1441** is squarely applicable to the present case on hand. Since the plaintiff proved the execution of Exs.A1 to A3/promissory notes and passing of consideration thereunder the issue No.1 decided in favour of the plaintiff and against the defendant.

Issue No.2:

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

13. As per the reasons and findings given for issue No.1, the plaintiff is entitled for the suit claim and as such issue No.2 is decided in favour of the plaintiff and against the defendant.

Issue No.3:

“To what relief?”

14. In the result, suit is decreed with costs for a sum of Rs.19,22,400/- (Rupees Nineteen lakhs twenty two thousand four hundred only) with subsequent interest at 12% from the date of suit till the date of decree and thereafter at 6% per annum on the principal sum of Rs.12,00,000/- till the date of realization.

Typed to my dictation by Stenographer, corrected and pronounced by me in Open Court, on this the 9th day of July, 2025.

Sd/-K.SYAM BABU
VI Addl. District Judge(FTC),
Bapatla.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For plaintiff:

PW1: Bolisetty Ramesh Babu
PW2: Konda Srinivasarao

For Defendant:

-None-

DOCUMENTS MARKED

For plaintiff:

Ex.A1: Promissory note dt.11-5-2015 executed by the defendant in favour of plaintiff for Rs.3 lakhs
Ex.A2: Promissory note dt.1-8-2015 executed by the defendant in favour of plaintiff for Rs.3 lakhs
Ex.A3: Promissory note dt.4-5-2016 executed by the defendant in favour of plaintiff for Rs.6 lakhs

For Defendant:

-Nil-

Sd/-K.SYAM BABU
VI Addl. District Judge (FTC),
Bapatla