O.S. 332/2022 Date 21-04-2023

IN THE COURT OF THE JUNIOR CIVIL JUDGE, NANDIKOTKUR.

Present:- Sri P.Tirumala Rao,
Junior Civil Judge, Nandikotkur.

Friday, this the 21st day of April, 2023.

Original Suit No.332/2022

Andhra Pragathi Grameena Bank, previously called
as Rayalaseema Grameena Bank, represented by
its I/c. Branch Manager, Jupadubunglow branch,
Jupadubunglow Mandal, Kurnool District.

... PLAINTIFF.

..vs..

1.Mothey Budagajangam Mahesh,
S/o. Peddnna, Aged about yrs,

2.Mothey Peddanna, S/o. Edanna,
Aged about yrs,

3.Mothey Srinivasulu, S/o.Satyanarayana,

All are R/o. Jupadubunglow (V) & (M),
Nandyal District.

... DEFENDANTS.

This suit is coming on 10.04.2023 before me for final hearing in the presence of Smt. S.Vijaya Lakshmi, Advocate for the plaintiff and the defendants remained exparte, upon perusing the material papers on record and having stood over till this day for consideration, this court delivered the following:

JUDGMENT

The plaintiff bank filed the suit against the defendants 1 to 3 for recovery of a sum of Rs.3,01,665/- with subsequent interest at the contract rate and for costs of the suit.

2) The brief averments in the plaint are as follows:-

Having considered the loan application of the 1st defendant, the plaintiff bank sanctioned crop loan of Rs.2,00,000/- to him on 22.06.2017. Evidencing the same, the 1stdefendant executed an agreement agreeing to repay the said amount with interest @ 7% per annum and at the varied rates of interest stipulated by the Bank from time to time. The 1st defendant also agreed to pay the overdue interest @ 2% per annum as per the terms of the agreement. Defendants 2 and 3 stood as guarantors by executing agreement as surety. Subsequently, the 1st defendant failed to repay the loan amount as agreed to. Hence, all the defendants are jointly and severally liable to discharge the loan amount as the liability of the defendant Nos.2 and 3 is co-extensive with that of the 1st defendant. The plaintiff bank got issue a legal notice, dated 08.03.2022 to the defendants 1 to 3 demanding them to pay the amount due to the Bank by the 1st defendant. The 1st defendant acknowledged the debt on 10.06.2020. The loan amount was not paid as agreed to. As per the account maintained by the plaintiff bank, an amount of Rs.3,01,665/- is lying as outstanding as on 21.11.2022 and the defendants 1 to 3 failed to clear the same. Hence, the suit.

3) The defendants 1 to 3 refused to receive the summons sent by Court and they remained exparte.

4) To substantiate the case of the plaintiff bank, the Branch Manager of the plaintiff bank by name P.Adi Narayana Reddy gave evidence as PW1 and Exs.A1 to A7 are marked.

5) Heard the learned counsel for the plaintiff bank.

6) Now, the point for determination is:

“Whether the plaintiff-bank is entitled for recovery of suit amount as prayed for?”

7) **POINT:**

As per the evidence of PW1 coupled with Ex.A6/Compared copy of General Power of Attorney, he is authorized to prosecute the suit. As per his evidence coupled with Ex.A1, the plaintiff bank sanctioned crop loan of Rs.2,00,000/- to the 1st defendant on 22.06.2017 and the 1st defendant agreed to repay the said amount with interest @ 7% per annum and at the varied rates of interest stipulated by the Bank from time to time and also agreed to pay the overdue interest @ 2% per annum. The evidence of P.W.1 coupled with Ex.A2/Guarantee Agreement shows that the defendants 2 and 3 stood as guarantors for the said loan. He further deposed that the defendants 1 to 3 are jointly and severally liable to discharge the loan amount as the liability of the defendant Nos.2 and 3 is co-extensive with that of the 1st defendant. As per the evidence of PW1 coupled with Ex.A4/Office Copy of Legal Notice, dated 08.03.2022 and Ex.A7/Returned registered covers 3 in number, the plaintiff Bank got issue a legal notice to the defendants demanding them to pay the amount due to the Bank and they refused to receive the same and did not discharge the loan amount. PW1 further deposed that the 1st defendant has executed Ex.A3/Acknowledgment of debt on 10.06.2020 in favour of the Plaintiff Bank. The further evidence of PW1 coupled with Ex.A5/Ledger extract, an amount of Rs.3,01,665/- is lying as outstanding as on 21.11.2022 and all the defendants failed to clear the same.

8) The sole testimony of the plaintiff/PW1 coupled with Exs.A1 to A7 prima facie proves the suit claim and the evidence of P.W.1 remains unchallenged and as such, the plaintiff bank is entitled for decree. In respect of the interest is concerned, since the loan sanctioned to the 1st defendant is crop loan, this Court is inclined to grant interest at the rate of 7% p.a

pending suit and 6% p.a from the date of Decree till the date of realization. The point is answered accordingly.

9) IN THE RESULT, the suit is decreed with costs in favour of the plaintiff bank and against the defendant Nos.1 to 3 jointly and severally for Rs.3,01,665/- with interest @ 7% p.a from the date of filing the suit till the date of decree and thereafter, @ 6% p.a till the date of realization on the principal amount of Rs.2,00,000/-.

Typed to my dictation, corrected and pronounced by me in open court, this the 21st day of April, 2023.

SD/-P.Tirumala Rao

JUNIOR CIVIL JUDGE,
NANDIKOTKUR

APPENDIX OF EVIDENCE
WITNESS EXAMINED

FOR PLAINTIFF : FOR DEFENDANTS:

PW1 : P.Adi Narayana Reddy -- Exparte --

DOCUMENTS MARKED

FOR PLAINTIFF:

Exhibit	Date		Description of document
A1	22.06.2017	:	Agreement dated 22.06.2017 executed by the 1st defendant
A2	22.06.2017	:	Guarantee agreement executed by defendant Nos.2 and 3
A3	10.06.2020	:	Acknowledgment of debt executed by the defendant No.1
A4	08.03.2022	:	Office Copy of Legal Notice issued to the defendants
A5	21.11.2022	:	Ledger extract
A6		:	Compared copy of General Power of Attorney in favour of Pw.1
A7		:	Returned registered cover 3 in number

FOR DEFENDANTS: --Nil--

SD/-P.T.R.

J.C.J. NDK