

**IN THE COURT OF THE I ADDITIONAL JUNIOR CIVIL JUDGE
VISAKHAPATNAM**

Present: Smt. V.Ganga Bhavani
**I Additional Junior Civil Judge,
Visakhapatnam**

Wednesday, this the 21st day of June, 2023

O.S. No.1936 of 2022

Between:

Md. Sabeer, S/o late Md. Hussian, aged about 44 years, business, R/o D.No.44-28-3/1, Dhobi lane, Railway New Colony, Visakhapatnam-16, presently residing at D.No.43-5-10, Chatrathi Heights, Opp. Pollocks School, Railway New Colony, Visakhapatnam-16.

... Plaintiff

And

B.Appala Raju, S/o late B.Surya Rao, aged about 46 years, working as Technician Grade-1, Mech. C&W/CSL, East Coast Railway, Marripalem, Visakhapatnam. R/o Railway Quarter No.61/A, Type-II, Marripalem, Visakhapatnam-18.

...Defendant

This suit is coming on 21.06.2023 before me for final hearing in the presence of Smt.Kavitha Vani, Advocate for plaintiff and defendant having remained exparte on 16.06.2023, and the matter having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

This suit is filed for recovery of Rs.2,52,266/-, being the principal and interest due on promissory note, dated 06.11.2021, executed by the defendant, in favour of the plaintiff for Rs.2,00,000/-, with interest at the rate of 24% per annum and for costs.

2. The averments of the plaint, in brief, are as under:-

The defendant borrowed an amount of Rs.2,00,000/- from the plaintiff on 06.11.2021 for the purpose of his family expenses and clearing the sundry debts, and on the same day, defendant executed a promissory note in favour of the plaintiff, agreeing to repay the same with interest at the rate of 24% per annum on demand. The promissory

note is self scribed by the defendant. In spite of repeated oral demands, the defendant did not choose to repay any amount, either towards interest or principal amount, and has been postponing the same on some pretext or the other. The defendant is an employee in East Coast Railway, Visakhapatnam and as such, he is not entitled for any of the benefits under Debt Relief Laws. Hence, the suit.

3. Though the summons were served on the defendant, he did not choose to enter appearance and hence, he was set *ex parte*.

4. In support of his case, the plaintiff got himself examined as PW.1 and got marked Ex.A1.

5. Heard. Perused the material on record.

6. Now the point for consideration is whether plaintiff is entitled to recover the suit amount from the defendant as prayed for?

7. **Point:-**

(i) According to the plaintiff, the defendant borrowed an amount of Rs.2,00,000/- from him on 06.11.2021 for his family expenses and clearing sundry debts, by executing Ex.A1 in his favour agreeing to repay the same with interest at the rate of 24% per annum. In spite of repeated demands made by plaintiff, the defendant failed to repay the amount due under Ex.A1. In support of his case, the plaintiff got himself examined as PW.1 and got marked Ex.A1. In his affidavit filed in lieu of examination-in-chief, the plaintiff, as PW.1, has reiterated the plaint averments. Ex.A1 is the Original Demand Promissory Note, dated 06.11.2021, for a sum of Rs.2,00,000/-. As stated *supra*, the defendant remained *ex parte*. Thus, the evidence of PW.1 remained unchallenged.

(ii) On considering the evidence of PW.1, coupled with Ex.A1, this Court is of the view that the plaintiff has established his case.

Therefore, the plaintiff is entitled to recover the suit amount from the defendant as prayed for. Accordingly, the point is answered in favour of the plaintiff.

8. **In the result**, the suit is decreed with costs for an amount of Rs.2,52,266/- (Rupees Two lakhs Fifty Two thousand Two hundred and sixty six only) with subsequent interest at the rate of 12% per annum on the principal amount of Rs.2,00,000/- from the date of suit till the date of decree and thereafter, at the rate of 6% per annum till the date of realization.

Typed to my dictation by Stenographer Gr.I, corrected and pronounced by me in open Court, on this the 21st day of June, 2023.

V.Ganga Bhavani
**I ADDITIONAL JUNIOR CIVIL JUDGE,
VISAKHAPATNAM**

Appendix of Evidence
Witnesses Examined

For Plaintiff:

P.W.1: Md. Sabeer

For Defendant:

Ex parte.

Documents Marked

For Plaintiff:

Ex.A1 is the Original Demand Promissory Note, dated 06.11.2021, for a sum of Rs.2,00,000/-

For Defendant: Nil.

V.Ganga Bhavani
**IAJCJ,
VSP.**

Date of Presentation:09.12.2022

Date of filing:21.12.2022

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...Defendant

This is a suit filed by the plaintiff against the defendant for recovery of a sum of Rs.2,52,266/- from the defendant being the principal and interest due under the promissory note dated 06.11.2021 executed by the defendant in favour of the plaintiff for Rs.2,00,000/- with subsequent interest @ 24% per annum on the principal amount and for costs of the suit.

The value of the suit is Rs.2,52,266/- and a court fee of Rs.5,026/- is paid thereon U/Sec.20 Schedule-I Article-I (b&c) of A.P.C.F. and S.V. Act.

This suit is coming on 21.06.2023 before me for final hearing in the presence of Smt.Kavitha Vani, Advocate for plaintiff and defendant having remained exparte on 16.06.2023, and the matter having stood over for consideration till this day, this Court doth order and ::

D E C R E E

1. that the defendant do pay to the plaintiff a sum of Rs.2,52,266/- (Rupees Two lakhs Fifty Two thousand Two hundred and Sixty Six only) with subsequent interest at the rate of 12% per annum on the principal amount of Rs.2,00,000/- from the date of suit till the date of decree and thereafter, at the rate of 6% per annum till the date of realization; and

2. that the defendant do also pay to the plaintiff a sum of **Rs.11,445-00** towards costs of the suit.

Given under my hand and the seal of the court, this the 21st day of June, 2023.

I Additional Junior Civil Judge,
Visakhapatnam

MEMORANDUM OF COSTS

For Plaintiff:

Stamp on Vakalat	:	2-00
Stamp on Plaint	:	5,026-00
Advocate Fee	:	4,634-00
Jr.Advocate Fee	:	1,545-00
Process Fees	:	38-00
Clerk Wages	:	200-00

Costs of allowed Rs:	11,445-00
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For Defendant:

- No costs memo is filed -

I AJCJ:VSP