

FAIR

**IN THE COURT OF V ADDITIONAL CIVIL JUDGE (JUNIOR DIVISION)
AT VISAKHAPATNAM.****Present: Smt. Sindhu Gurram**
V Additional Civil Judge (Junior Division)
Visakhapatnam.Friday, this the 20th day of September, 2024**O.S.No. 42/2023****Between :**

Neelapu Tilak, S/o. Appala Konda, aged 30 years, R/o. D.No.8-35-8, Relli Veedhi, China Waltair, Visakhapatnam.

... Plaintiff.

And :

Pukkala Dhana Raju, S/o. Satya Rao, C/o. Devara Ramana, R/o. D.No.20-7-43, Durgavanipalem, Peda Gantyada Mandal, Gajuwaka, Visakhapatnam-530 044.

...Defendant.

This suit has come before me on 12.09.2024 for final hearing in the presence of Sri P. Srinivasa Rao, Advocate for the Plaintiff and of defendant remained **exparte**, upon hearing the counsel for plaintiff and the matter having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

1. This suit is filed by plaintiff for recovery of Rs.2,24,900/-(Rupees Two Lakh, Twenty Four Thousand Nine Hundred Only) from the defendant along with subsequent interest at rate of 24% per annum and for costs of the suit basing on suit promissory note dated 16.11.2020.

2. The brief averments of plaint are as follows:-

i) It is averred that on 16.11.2020 the defendant has borrowed a sum of Rs.1,50,000/- from the plaintiff for his family expenses and discharge of sundry debts, after receiving the said consideration in cash, the defendant agreed to repay the same together with interest at the rate of 24% per annum and

executed suit promissory note on the same day in favour of the plaintiff. In spite of repeated demands and requests made by the plaintiff personally and through respectable elders regarding repayment of the said due amount under suit promissory note, the defendant did not choose to pay any amount to the plaintiff either towards principal or interest due under the suit promissory note debt and had been postponing the payment on one pretext or the other. Finally the plaintiff got issued legal notice dated 14.07.2022 calling upon him to repay the said amount and the said notice returned with an endorsement 1st intimation 15.07.2022 and 2nd intimation 16.07.2022 and finally returned as not claimed on 18.07.2022, but did not turn up. Having no other option, the plaintiff constrained to file this suit for recovery of suit amount with interest.

3. Summons to defendant served to his mother. Defendant is called absent. No representation. Service is held sufficient. Hence defendant is set exparte on 03.04.2024.

4. The plaintiff himself was examined as PW.1 and got marked Ex.A1 original suit promissory note dated 16.11.2020, Ex.A2 office copy of Lawyer's Notice along with postal receipt dated 14.07.2022 and Ex.A3 original return cover dated 18.07.2022.

5. Heard the learned counsel for plaintiff. Perused the record.

6. Now the point that arise for determination is

“Whether the plaintiff is entitled for the suit claim as prayed for” ?

7. **P O I N T:-**

i) Even though the defendant is set exparte, it is for the plaintiff to prove his case to avail judgment in his favour. To substantiate the case of the plaintiff, the plaintiff himself was examined as PW.1 who filed his chief affidavit by reiterating the averments of plaint. To prove the ocular evidence of PW.1 that the defendant had borrowed a sum of Rs.1,50,000/- on 16.11.2020 from plaintiff and did not repay the same, the plaintiff exhibited Ex.A1 which is Original promissory note dated 16.11.2020 executed by the defendant in favour of plaintiff/ PW.1.

Inspite of repeated demands and requests made by the plaintiff, the defendant did not repay the due amount under the suit promissory note, thereby the plaintiff got issued Ex.A2 legal notice dated 14.07.2022 calling upon to repay the suit debt and having returned the said notice under Ex.A3, but the defendant did not repay the same on pretext or the other. Hence the suit.

ii) On perusal of Ex.A1, it is evident that the defendant had borrowed a sum of Rs.1,50,000/- from the plaintiff on 16.11.2020 and executed suit promissory note on the same date agreeing to repay the same with interest at 24% p.a. On perusal of ocular evidence of PW.1 and Ex.A1 to Ex.A3, the evidence of PW.1 to that effect has been unchallenged. As seen from evidence of PW.1 and Ex.A1 to Ex.A3, this Court is of the view that the plaintiff has successfully proved his case that the defendant had borrowed an amount of Rs.1,50,000/- from the plaintiff and executed Ex.A1 promissory note. Inspite of repeated demands and requests made by the plaintiff, the defendant did not repay the suit debt under Ex.A.1 suit promissory note. It clearly shows that he made demand for repayment of debt borrowed. Further, suit is filed within limitation period. Therefore, in light of aforementioned reasons this Court is of considered view that the plaintiff is entitled to the suit claim. Accordingly, this point is answered in favour of the plaintiff.

8. In the result, this suit is decreed with costs in favour of plaintiff against the defendant for Rs.2,24,900/- (Rupees Two Lakhs, Twenty Four Thousand Nine Hundred only) along with subsequent interest at 12% p.a. from the date of filing of suit till the date of decree and thereafter at 6% p.a. from the date of decree till realization on the principal amount of Rs.1,50,000/-.

Typed to my dictation by Stenographer Gr.III of V Additional Civil Judge (Jr. Div), Visakhapatnam in computer, corrected, signed and pronounced by me in open court, this the 20th day of September, 2024.

Sd/- x x Smt. Gurram Sindhu x x
**V Additional Civil Judge (Junior Division),
Visakhapatnam.**

APPENDIX OF EVIDENCE
WITNESSES EXAMINED FOR

<u>Plaintiff</u>	<u>Defendant</u>
PW.1: Neelapu Tilak	-None-

Exhibits marked for Plaintiff:-

Ex.A1 Original promissory note dated 16.11.2020 executed by the defendant in favour of plaintiff/PW.1 for Rs.1,50,000/-.

Exhibits marked for Defendant: Nil.

Sd/- x x Smt. Gurram Sindhu x x

**V Additional Civil Judge (Junior Division),
Visakhapatnam.**