

**IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE:
AVANIGADDA**

**Present: Sri Lanka Gopinath
Principal Junior Civil Judge, Avanigadda.**

Tuesday, this the 28th day of February 2023.

OS.No.187/2022

Between

Mullapudi Venkata Naga Basavaiah, S/o.Pothu Raju, Hindu, aged about 52 years, R/o.Avanigadda village and mandal.

.....Plaintiff.

And

Vaka Naga Babu, S/o.Venkateswara Rao, Hindu, aged about 35 years, R/o. Valandapalem, H/o. Ramachandrapuram village of Avanigadda mandal.

..Defendant.

.....

This Suit has come up on 22.02.2023 for final hearing before me in the presence of **Sri N.Eeswara Rao**, advocate for plaintiff and defendant remained ex-parte and upon perusing the material on record and the matter having stood over for consideration till this day, this Court has delivered the following:

JUDGMENT

1. This is a suit filed by Plaintiff against defendant for recovery of Rs.1,99,800/- (Rupees one lakh ninety nine thousand and eight hundred only) being a principal amount with interest due under promissory note dated 09-01-2022 said to have been executed by the defendant infavour of plaintiff for Rs.1,80,000/- (Rupees one lakh and eighty thousand only) payable with interest 12% p.a. and also for costs of the suit.

2. **Brief averments of the plaint are as follows:**

The defendant borrowed an amount of Rs.1,80,000/- from the plaintiff on 09-01-2022 agreeing to repay at the rate of 12% per annum and executed a demand promissory note for the purpose of his family expenses. When the plaintiff demanded several times to the defendant to repay the pronote debt personally and also through mediators, but the defendant failed to discharging the said pronote debt, thereafter the plaintiff demanded several times to repay the amount under the above said promissory note debt but he did not discharge his liability and postponed the same. Later the plaintiff got issued a legal notice to the defendant on 24-11-2022 for demanding promissory note

debt. The defendant received the same on 26-11-2022 but the defendant kept quite. Hence the suit.

3. Summons sent to the defendant, he received the summons and did not turn up and set- exparte.

4. Now the point for consideration.

“Whether the plaintiff is entitled to recovery of the suit amount from the defendant as prayed for?”

5. Plaintiff examined himself as **P.W.1** and marked **Ex.A.1 to A3** on his behalf.

6. Heard the learned counsel for the plaintiff.

POINT:

7. To prove his contention the plaintiff examined himself as PW1 and got marked Ex.A1 to A3

8. **P.W1** is the Plaintiff

9. **Ex.A.1** is the original suit promissory note dated 09-01-2022. **Ex.A2** is the office copy of legal notice dt. 24-11-2022 issued to the defendant and **Ex.A3** is the online copy of postal track consignment dt. 26-11-2022.

10. It is the case of PW 1 as per the contents of the plaint and his chief examination affidavit that The defendant borrowed an amount of Rs.1,80,000/- from the plaintiff on 09-01-2022 agreeing to repay at the rate of 12% per annum and executed a demand promissory note for the purpose of his family expenses. When the plaintiff demanded several time to the defendant to repay the pronote debt personally and also through mediators, but the defendant failed to discharging the said pronote debt, thereafter the plaintiff demanded several times to repay the amount under the above said promissory note debt but he did not discharge his liability and postponed the same. Later the plaintiff got issued a legal notice to the defendant on 24-11-2022 for demanding promissory note debt. The defendant received the same on 26-11-2022 but the defendant kept quite. Hence, PW1 filed the present suit.

11. To disprove the contention of the plaintiff the defendant did not appear before the court and give evidence and he remained exparte. In the chief examination affidavit of PW.1 and document i.e. Ex.A1 itself proves the case of

the plaintiff. So, the oral evidence of P.W.1 and documentary evidence under Ex.A1 stand un rebutted and proved by the plaintiff. Hence, it is held that the suit promissory note dated 09-01-2022 is true, valid and binding on the defendant and that 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 and against the defendant.

12. In the result, the suit is decreed with costs against the defendant for recovery of an amount of Rs.1,99,800/- (Rupees one lakh ninety nine thousand and eight hundred only) with subsequent interest at the rate of 12% p.a. from the date of suit till the date of decree and thereafter at the rate of 6% p.a. till the date of realization on principle amount of Rs.1,80,000.

Dictated to Typist, transcribed by her, corrected and pronounced by me in the open court, on this 28th day of February, 2023.

Sd/-Lanka Gopinath
Principal Junior Civil Judge
Avanigadda.

Appendix of Evidence
Witness examined

For plaintiff :

PW.1 : Mullapudi Venkata Naga Basavaiah

For defendant : NONE

Documents marked

For plaintiff:

Ex.A.1 is the original suit promissory note dated 09-01-2022.

Ex.A2 is the office copy of legal notice dt. 24-11-2022 issued to the defendant

Ex.A3 is the online copy of postal track consignment dt. 26-11-2022.

For defendant: Nil

Sd/-Lanka Gopinath
Principal Junior Civil Judge
Avanigadda.

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