

IN THE COURT OF II ADDL. JUNIOR CIVIL JUDGE, TANUKU

**PRESENT: SRI.A.VENKATA NAGA RAJU,
II ADDL. JUNIOR CIVIL JUDGE, TANUKU.**

Wednesday, this the 12th day of July, 2023.

Original Suit No.690/2022

Between

Avidi Apparao, S/o Venkanna, Hindu, Male, Aged 60 years, Business, R/o.D.No.3-138, Attili village and Mandal, West Godavari District.,

... **PLAINTIFF**

And

Gundepalli Nagaraju, S/o. Satyanarayana, Hindu, Male, 36 years, Home Guard at Undrajavaram P.S. R/o Chakali peta of Attili Village and Mandal, West Godavari District.

... **DEFENDANT**

This Suit was coming on 23.06.2023 for hearing before me in the presence of **Sri U.Pulleswara Rao**, Counsel for the Plaintiff and the defendant having been set exparte, and upon hearing the Counsel for the Plaintiff and having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

01. This Suit filed by the Plaintiff against the Defendant for recovery of the Suit Promissory Note debt of ***Rs.1,53,400/- [Rupees One Lakh Fifty Three Thousand and Four Hundred only]*** being the Principal and Interest due on the Promissory Note, dated 10.10.2019 executed by the Defendant in favour of the Plaintiff agreeing to repay the same with interest at 18% per annum and for subsequent interest, and Costs.

02. The averments in the Plaint, in brief, are as follows:-

The Defendant borrowed an amount of Rs.1,00,000/- from the Plaintiff on 10.10.2019 for his family welfare and for discharge of sundry debts and executed a promissory note in favour of the plaintiff on even date at Attili village and agreeing to repay the same together with interest thereon at 18% per annum either to plaintiff or to his order. Inspite of repeated demands made by plaintiff through personally and mediators for repayment of the debt due under the promissory note, but he postponed

the same on one pretext or other. Thereafter, the plaintiff got issued a notice on 19.03.2022 to the defendant calling upon him to repay the debt amount due under the suit pronote, then the defendant received the said notice on 21.03.2022, but he kept quite. Hence the suit.

03. The suit summons were issued to Defendant through R.P personally served, but he did not enter his appearance and no vakalat filed on his behalf, thereby he was set exparte on 24.01.2023.

04. On behalf of the Plaintiff, he himself examined as the PW.1 and got marked Ex.A1 to Ex.A.3.

05. Heard the Counsel for the Plaintiff. Perused the material on record.

06. The Point for consideration is "***Whether the Plaintiff is entitled for the Suit Claim as prayed for ?***"

07. POINT:-

[a] To establish his contentions, the Plaintiff had examined himself as the PW.1 and got marked Ex.A1 to Ex.A3. He deposed in Chief Examination in accordance with his contentions. As the Defendant has remained Ex-parte, it can be said that the evidence of the PW.1 has remained undiscredited and unchallenged.

[b] It would be relevant to refer the documents relied upon by the Plaintiff under Exs.A1 to Ex.A3. Ex.A1 is the Original Suit Promissory Note, dated 10.10.2019 executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-, Ex.A2 is the Copy of Legal notice got issued by the plaintiff to the defendant on 19.03.2022, Ex.A3 is the Postal Receipt dt.21.03.2022.

[c] Since the Defendant has remained ex-parte in the Suit, it can be said that an adverse inference can be drawn against him to the effect that he has admitted the case of the Plaintiff. Hence, it can be said that the Plaintiff is able to establish that

Ex.A1 was executed by the Defendant.

[d] Therefore, by virtue of the un rebutted evidence of the PW.1 coupled with the Ex.A1 to Ex.A3, this Court concludes that the Plaintiff proved the execution of Suit Promissory Note under Ex.A1. Hence, the Plaintiff is entitled for the recovery of the Suit Claim, as prayed for, from the Defendant. Hence, the Point is answered in favour of the Plaintiff.

08. In the result, the Suit is decreed with Costs, directing the Defendant to pay the Plaintiff a sum of ***Rs.1,53,400/- [Rupees One Lakh Fifty Three Thousand and Four Hundred only]*** with subsequent interest at 12% Per Annum from the date of filing of the Suit till the date of Decree, and thereafter, with future interest at 6% Per Annum from the date of Decree till the date of realization on the Principal Sum of ***Rs.1,00,000/- [Rupees One Lakh only]***.

Typed to my dictation by the Stenographer Grade-II directly on Computer, corrected and pronounced by me in open Court, this the 12th day of July, 2023.

Sd/- A.Venkata Nagaraju
II ADDL.JUNIOR CIVIL JUDGE,
TANUKU.

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

FOR PLAINTIFF

PW.1 : Avidi Apparao

FOR DEFENDANT

NONE.

EXHIBITS MARKED

FOR PLAINTIFF

Ex.A1 : Original Suit Promissory Note, dated 10.10.2019 executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-.

Ex.A2 : Office copy of Legal notice got issued by the plaintiff to the defendant dt.19.03.2022.

Ex.A3 : Postal Receipt dated.21.03.2022.

FOR DEFENDANT

-NIL-

Id/- A.V.N
II AJCJ/TANUKU