IN THE COURT OF THE CIVIL JUDGE (JUNIOR DIVISION): VUYYURU:

Present: SRI KANTIPUDI SRIHARI,
Civil Judge (Junior Division), Vuyyuru.

Thursday, on this the 29th day of January, 2026

O.S.No.69/2021

Between:

Yarlagadda Mahesh Babu, S/o.Samba Siva Rao,
Hindu, Aged 34 years, R/o.D.No.2-21, 2nd ward,
BC Colony, Akunuru village, Vuyyuru Mandal,
Krishna District.

…Plaintiff.

And

Devaboyina Suresh, S/o.Subba Rao,
Hindu, aged about 43 years, Private
Employee, R/o.Vetrapragada Village,
Padeparupudi, Krishna District.

…Defendant.

This suit has come up before me on 20.01.2026 for final hearing in the presence of Sri P.Ram Babu, Advocate for the Plaintiff and Sri K.Siva Prasad, Advocate for the defendant and upon perusing the material on record, the Court delivered the following:

J U D G M E N T

1. This suit is filed for recovery of an amount of Rs.8,60,000/- (Rupees eight lakhs and sixty thousand only) with subsequent interest thereon based on promissory note dated 10.01.2018 for Rs.5,00,000/- (Rupees five lakhs only).

2. The case of the plaintiff, in brief, as follows:-

The defendant borrowed an amount of Rs.5,00,000/- from the plaintiff on 10.01.2018, agreeing to repay the same with interest at 24% per annum. On the same day after receipt of consideration, the defendant executed a demand promissory note. Thereafter, the plaintiff demanded the defendant several times to discharge the said amount. But the defendant postponing the same from time to time and did not choose to keep up his words. Hence the plaintiff constrained to file the suit.

3. <u>The case of the defendant, in brief, as follows:-</u>

The defendant denied all the averments in the plaint. The plaintiff is a chit organizer and he used to receive documents in the chit transaction. Taking undue advantage of those documents obtained from the defendant during the chit transaction, filed the suit The defendant never borrowed any amount from the plaintiff. At the time of giving prize money in the chit transaction, the plaintiff took two blank promissory notes and two cheques of IDBI Bank from the defendant. The attesters and scribe to the promissory note are chit subscribers in the chit business of the plaintiff. The plaintiff by attracting and mesmerizing the other chit holders to have wrongful gain got filed the present false suit. No consideration is passed under the alleged suit promissory note and the transaction averred in the plaint are not true and correct. The defendant paid the chit amount except Rs.20,000/-, as such by misusing the documents the suit is filed. Hence the suit is liable to be dismissed.

<u>ISSUES:</u>

4. Basing on the above pleadings, this court framed the following issues:-

1) Whether the suit pronote is true, valid and binding on the defendant?

2) Whether the plaintiff is entitled to recover the suit amount as prayed for?

3) To what relief?

<u>EVIDENCE ON RECORD:</u>

5. The plaintiff himself is examined as P.W.1 and marked Ex.A1 the original promissory note executed by the defendant in favour of the plaintiff for a sum of Rs.5,00,000/- dated 10.01.2018. The plaintiff also examined one Guruvindapalli Suneeth Mohan as P.W.2. The defendant is examined as D.W.1 and no documents are marked.

ISSUE Nos.1 and 2:

1) Whether the suit pronote is true, valid and binding on the defendant?

2) Whether the plaintiff is entitled to recover the suit amount as prayed for?

6. It is the specific case of the plaintiff that the defendant borrowed Rs.5,00,000/- on 10.01.2018 and executed demand promissory note. Per contra the case of the defendant is that the said document is given during the chit transaction and the chit prize money is already paid, but taking advantage of the empty promissory note, this false suit is filed. It is the further case of the defendant that the attesters and scribe are chit subscribers only to gain wrongfully, this false suit is filed.

7. Since the case of the defendant is that no consideration is passed and the promissory note is fabricated, it is well settled law that the initial burden is always on the plaintiff. Section 104 of Bharatiya Sakshya Adhiniyam, the burden is on the person who asserts the existence of fact. Once the execution of promissory note is proved by the plaintiff, the presumption under section 118(a) of Negotiable Instruments Act comes into operation in favour of the plaintiff with regard to passing of consideration.

8. To substantiate his case, the plaintiff himself is examined as P.W.1. P.W.1 in his oral evidence deposed that the defendant borrowed Rs.5,00,000/- on 10.01.2018 and after passing of consideration the defendant executed a demand promissory note, agreeing to repay the same with interest at 24% per annum. In support of his oral evidence, the plaintiff also placed Ex.A1 original suit promissory note dated 10.01.2018 for Rs.5,00,000/-. In the cross examination, P.W.1 states that he is working in a private company, the defendant prior to the transaction approached him and he is working as cashier in petrol bunk at Vuyyuru. P.W.1 further states that by that time, he was newly married, during sankranthi festival, on 06.01.2018 his mother-in-law presented the said amount and due to the financial need of the defendant, he lend the amount. P.W.1 further states that the transaction took place in the presence of the scribe Suneeth Mohan who is friend of the defendant, Y.Venkateswara Rao and Malleswara Rao are the attesters. P.W.1

further states that the transaction took place after 5:00 PM on 10.01.2018. P.W.1 denied that he is running a chit transaction and also denied that the attesters and scribe are chit members. P.W.1 states that he never conducted any chits and denied the case of the defendant. P.W.1 also denied the entire case of the defendant. In the cross examination nothing was elicited to show that Ex.A1 is a fabricated document. As seen from the material there are no disputes in between the plaintiff and the defendant. The testimony of P.W.1 is unshaken during his cross examination and no worthwhile material is elicited to show that Ex.A1 is fabricated document.

9. By placing the oral evidence of P.W.1 and the document Ex.A1, the cae of the plaintiff is convincing that the defendant executed Ex.A1 promissory note on 10.01.2018. The defendant never denied his signature in Ex.A1. The defendant also not denied the signatures of attesters and scribe, stating that they are unknown persons to the plaintiff. In these circumstances and in the circumstances mentioend in the oral evidence and documents Ex.A1, this Court is of the opinion that the plaintiff proved the execution of Ex.A1 promissory note.

10. Since the plaintiff proved the execution of Ex.A1 promissory note, since the defendant not denied his signature in Ex.A1 promissory note, the presumption under section 118(a) of Negotiable Instruments Act came into effect. Section 118(a) of Negotiable Instruments Act states that every Negotiable Instrument was made for valid consideration and that every such instrument when it has been accepted, it shall be presumed it was accepted. Therefore by proving the execution of Ex.A1 promissory note, the onus shifted to the defendant to disprove the statutory presumption. The defendant may disprove the statutory presumption, the defendant can produce the evidence either by entering into the witness box or even he can show the circumstances or preponderance of probabilities which are suffice to disprove the legal presumption. Once the defendant able to show the preponderance of probabilities, again the onus shifts on the plaintiff to establish the passing of consideration.

11. In order to disprove the same, the defendant cross examined P.W.1 at length. The cross examination averments would go to show that the plaintiff passed the consideration in the denomination of Rs.500/- notes, after receipt of consideration the defendant signed, then the attesters and scribe signed. The plaintiff as P.W.1 clearly stated that the transaction took place after 5:00 PM and the plaintiff as P.W.1 denied the entire case of the defendant.

12. Apart from the cross examination, the defendant himself is examined as D.W.1 deposed that the plaintiff is chit organizer, during the chit transaction at the time of giving prize money the plaintiff took two blank promissory notes and two cheques of IDBI Bank. D.W.1 further deposed that attesters, scribe and the defendant are the chit subscribers in the chit business, the plaintiff by attracting the chit holders, to gain wrongfully he got filed the present suit. D.W.1 further deposed that he has to pay the balance of Rs.20,000/-, but by misusing the documents he foisted this case.

13. Except the oral say the defendant failed to mention the alleged chit details viz., the date of conducting of chit, date of bid and the date of auction. The defendant also failed to mention the same either in his written statement or in his evidence. Except the oral evidence the defendant failed to place any piece of paper when he participated in the auction and when he started the chit amount. Leave about the document, even in the written statement also the defendant failed to mention the dates of such chit transaction. If really the defendant issued two promissory notes and two cheques and if he discharged the entire amount, he ought to have issued at least a notice to the plaintiff to return those documents. The defendant not even stated that whether he demanded the plaintiff to return those documents. In all these circumstances, the defendant also failed to raise any probable defence to raise the preponderance of probabilities to deny the passing of consideration. The defendant failed to prove his contention by placing any evidence or to show the circumstances which probabilises his case.

14. In the light of the above discussion and in view of the evidence of P.W.1 coupled with Ex.A1, I am of the opinion that the plaintiff proved his case and therefore this Court has no hesitation in saying that Ex.A1 suit promissory note is true, valid and supported by consideration.

15. It is not the case of the defendant that he discharged the said amount of Rs.5,00,000/- along with interest. There is no even pleading that the defendant discharged the debt borrowed under Ex.A1 promissory note. Since the plaintiff proved that the defendant borrowed the amount under Ex.A1, he is entitled to recover the suit amount. Accordingly, the plaintiff is entitled for recovery of suit amount.

ISSUE No.3:

3) To what relief?

16. In the result, the suit is decreed with costs for an amount of Rs.8,60,000/- with subsequent interest at 12% per annum on Rs.5,00,000/- from the date of suit till the date of decree and thereafter at 6% per annum till the date of realization.

Dictated to the Stenographer, translated by her, corrected and pronounced by me in open Court, on this the 29th day of January, 2026.

Sd/ KANTIPUDI SRIHARI
CIVIL JUDGE (JUNIOR DIVISION)
VUYYURU.

APPENDIX OF EVIDENCE:
WITNESSES EXAMINED FOR:

PLAINTIFF:-

P.W.1 : Yarlagadda Mahesh Babu,

P.W.2: Guruvindapalli Suneeth Mohan.

DEFENDANT:-

D.W.1: Devaboyina Suresh.

EXHIBITS MARKED FOR:

PLAINTIFF :-

Ex.A1: Original promissory note executed by the defendant in favour of the plaintiff for Rs.5,00,000/-, dated 10.01.2018.

DEFENDANT:-

-Nil-

Sd/ KANTIPUDI SRIHARI
CIVIL JUDGE (JUNIOR DIVISION)
VUYYURU.