

APWG1A0028042022



**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE
(JUNIOR DIVISION):: JANGAREDDIGUDEM**

Present : Sri.CH.KISHORE KUMAR
Principal Civil Judge (Junior Division)

FRIDAY, THIS THE 04TH DAY OF APRIL, 2025

O.S.No.212 of 2022

Between:

Pattapu Nageswararao, s/o.Dharmayya, aged 32 years, Male, Employee,
Kottapeta, Ankalagudem village, Koyyalagudem Mandal.

... Plaintiff

Vs.,

Paddam Bhulakshmi, w/o.Ramudu, Female, Employee, D.No.5-3-141/32,
Ayyappa town ship, Revenue ward-8, Jangareddigudem village and Mandal.

... Defendant

This suit coming on this day before me in the presence of the
Sri P.L.S.R.Pratap, Advocate for the plaintiff and No representation from the
defendant, and having stood over for consideration till this day, this court
delivered the following;

J U D G M E N T

This suit for recovery of Rs.4,47,200/- being the **principal** and interest
due on promissory note dated 12.12.2019 executed by the defendant in favour
of the plaintiff for Rs.2,60,000/- with interest at 24% per annum, and for the
costs of the suit with future interest.

2. The brief averments of the plaint are that on 12.12.2019, the defendant borrowed a sum of Rs.2,60,000/- from the plaintiff and executed a promissory note on the even date favour of the plaintiff, agreeing to repay the same with interest at the rate of 24% p.a. In spite of repeated demands made by the plaintiff, the defendant issued a cheque bearing No.288030 on 08.10.2021 for Rs.2,40,000/- and the same was dishonoured on 08.10.2021 for the reason "*funds insufficient*". On 13.10.2021, the plaintiff got issued a registered legal notice to the defendant and the same was received by the defendant, and kept quiet. Hence this suit.

3. Though the defendant made her appearance through her counsel, but she did not file her written statement, hence her right to file written-statement is forfeited.

4. In support of his case, the plaintiff got examined as P.W.1 and got marked Exs.A.1 and A.2.

5. Heard the learned counsel for the plaintiff and perused the material on record.

6. **Now the point for consideration is:**

"Whether the plaintiff is entitled for recovery of the suit amount as prayed for?"

POINT:-

7. PW.1 filed Chief Affidavit in lieu of chief examination and got marked Exs.A.1 and A.2. Ex.A.1 is promissory note dated 12.12.2019. Ex.A.2 is office copy of legal notice, dated 13.10.2021. In chief examination of plaintiff stated that the defendant executed the suit promissory note for Rs.2,60,000/- in favour of the plaintiff. Despite of repeated demands made by the plaintiff, the defendant did not repay the amount to the plaintiff due under the above said

promissory note. There is no resistance from the defendant towards the claim of plaintiff, and the evidence of P.W.1 is un-rebutted one, hence, this court is inclined to accept the evidence of P.W.1 as cogent and trustworthy. Hence, the plaintiff is entitled to recover the suit amount.

8. **In the result, the suit is decreed with costs** in favour of the plaintiff against the defendant for a sum of Rs.4,47,200/- with subsequent interest at 12% p.a. on the principal amount of Rs.2,60,000/- from the date of suit till the date of decree and thereon at 6% p.a. till realization.

Typed to my dictation by the Stenographer Grade-III, corrected and pronounced by me in the open court, on this the 04th day of April, 2025.

Principal Civil Judge
(Junior Division)
Jangareddigudem

APPENDIX OF EVIDENCE
Witnesses examined

For Plaintiff:

PW.1: P.Nageswararao

For Defendant:

-None-

Exhibits marked

For Plaintiff:

Ex.A.1: Promissory note dated 12.12.2019.

Ex.A.2: Office copy of legal notice, dated 13.10.2021

For Defendant: Nil

PCJ(JD)
JRG