

IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE, DHONE**PRESENT: Mr. PATTAN SHIYAZ KHAN***Principal Junior Civil Judge*Thursday, the 23rd day of February, 2023**Original Suit.No.615 of 2022****BETWEEN:**

Andhra Pragathi Grameena Bank, a body corporate constituted under the Regional Rural Banks Act, 1976 carrying on banking business with its head office at Cuddapah and one of its branches at Veldurthy, Nandyal District Rep. by its Manager.

... Plaintiff.**-AND-**

1. Sugali Surya Naik, 44 years, S/o S.Kale Naik, Hindu, R/o L.Thanda Village, H/o L.Nagaram Village, Veldurthy Mandal, Nandyal District.
2. Boya Narayana, 55 years, S/o B.Yellappa, Hindu, Agriculturist, R/o Yadaralla Village, Veldurthy Mandal, Nandyal District.

... Defendants**Present:***For Plaintiff : Sri M.Gopal Reddy, Advocate**For Defendant No.1: Remained exparte, suit against D2 is dismissed as abated.***J U D G M E N T**

This suit is filed for recovery of a sum of Rs.3,10,046/-, being the principal and interest due on loan agreement, dated 17.11.2018, executed by defendants for agriculture purpose for Rs.2,00,000/- in favour of plaintiff-bank and for costs.

Plaint Pleadings In Brief:

On 17.11.2018, the defendant No.1 availed loan for a sum of Rs.2,00,000/- by executing a loan Agreement from the plaintiff-bank, for raising crops. Defendant No.2 agreed to stand as guarantor for repayment of the loan. They executed agreement in favour of the plaintiff bank, defendant No.1 as borrower and defendant No.2 as surety. The loan was agreed to be repaid with interest at the rate of 7% and then if any overdue to pay interest 8.5% per annum. Defendants 1 and 2 are jointly and severally liable to pay the suit amount. The loan has not been repaid in spite of demands. Hence, the suit.

3.) Summons served to the defendants. On 18.01.2023, the defendant No.1 did not appear and did not make his representation either in physical or virtual mode as such on 18.01.2023, the defendant No.1 was set exparte. Suit against D2 is dismissed as abated.

4.) In support of the suit claim, the Branch Manager examined himself as P.W.1 on his behalf and get marked Ex.A1 to A4.

5) Heard the Counsel for plaintiff.

6.) *Now, the point for consideration is “whether the plaintiff is entitled to recover the suit amount from the defendant as prayed for?”*

POINT:

7.) In order to establish the case, plaintiff get examined as P.W.1 and get marked Ex.A1 to A4. PW.1 in the deposition reiterated the same averments as in the plaint. As the defendant has remained ex-parte, it can be said that the evidence of PW1 has remained unchallenged and said to be trustworthy. It would be relevant to refer to the document relied upon by the plaintiff under Ex.A1 to A4. Ex.A1 is original loan agreement executed by the 1st defendant, dt.17.11.2018; Ex.A2 is Guarantee agreement executed by 2nd defendant, dt.17.11.2018; Ex.A3 is original acknowledgment of debt, dt.15.11.2021 and Ex.A4 is true copy of ledger extract, dt.22.11.2022.

8.) Therefore, by virtue of consistent and undiscredited evidence of PW1, coupled with Ex.A1 to A4 and the failure of the defendant to discard the same, this Court concludes that the plaintiff has established his case under the suit loan agreement Ex.A1. As such, the plaintiff is entitled for the suit claim as prayed for. Hence, the point is answered in favour of the plaintiff.

In the result, the suit is decreed with costs directing the defendant No.1 to pay Rs.3,10,046/- with future interest @ 12% per annum from the date of suit till the date of decree on Rs.3,10,046/- and at 6% per annum from the date of decree till the date of realization on the principal amount of Rs.2,00,000/-.

Typed to dictation to the Stenographer on computer, corrected and pronounced by me in open court on this the 23rd day of January, 2023.

**Principal Junior Civil Judge
Dhone**

APPENDIX OF EVIDENCE

Witnesses Examined

For Plaintiff:

PW1: K.Vijaya Bhaskar Reddy

For Defendant:

Nil

EXHIBITS MARKED:

For Plaintiff:

Ex.A1 : original loan agreement executed by the 1st defendant, dt.17.11.2018

Ex.A2 : Guarantee agreement executed by 2nd defendant, dt.17.11.2018

Ex.A3 : original acknowledgment of debt, dt.15.11.2021

Ex.A4 : true copy of ledger extract, dt.22.11.2022

For Defendant: Nil.

**Prl.Junior Civil Judge
Dhone**