

**IN THE COURT OF RENT CONTROLLER-CUM-IV ADDL. JUNIOR CIVIL
JUDGE :: VIJAYAWADA**

Present :: Smt. S. Komalavalli,
Rent Controller-cum-IV Addl. Junior Civil Judge , Vijayawada

Tuesday, the 3rd day of October, 2023

O.S.No.2387/2022

Between:

Ummadisetti Prabhu Prasad

....**Plaintiff**

And

Boggula Krishnaveni

..**Defendant**

This suit came before me for final hearing on 29-9-2023 in the presence of Sri S. Ramakrishna, Advocate for the plaintiff and the defendant remained exparte, and upon perusing the material, on hearing the counsel for plaintiff and having stood over for consideration till this day, the Court delivered the following:

J U D G M E N T

1. This is a suit filed by the plaintiff seeking recovery of Rs.6,46,000/- pleading that one Boggula Venkageswara Reddy, the husband of defendant, borrowed an amount of Rs.6,00,000/- from the plaintiff on 21-8-2022 for his family expenses and executed a promissory note in favour of plaintiff on the same day for the said amount agreeing to repay the same with interest at the rate of 24% p.a.

2. It is further submitted that the said Boggula Venkateswara Reddy died intestate on 16-11-2022 without repaying the debt in spite of several requests and demands made by plaintiff for recovery of suit amount leaving behind the defendant, who is his wife, as legal heir to his estate. Subsequently plaintiff demanded the defendant also to repay the debt due by her husband

Venkateswara Reddy due under the suit promissory note from the death benefits of her husband, who worked in APSPDCL, but defendant did not choose to repay the amount. Hence the plaintiff is constrained to file this suit.

3. Defendant refused to receive the summons issued through Court. Hence she is set exparte.

4. On behalf of the plaintiff, the plaintiff himself examined as PW1 and got marked Ex.A1.

5. Heard the counsel for plaintiff. Perused the material on record.

6. *Now the point for consideration is whether plaintiff is entitled for recovery of suit amount as prayed for?*

7. The plaintiff examined as PW1 deposed reiterating the averments of plaint that having borrowed an amount of Rs.6,00,000/- for his family expenses on 21-8-2022, one Boggula Venkateswara Reddy, the husband of defendant executed a promissory note, marked as Ex.A1 in his favour for the said amounts on the same day, agreeing to repay the amount with interest at 24% p.a. PW1 further deposed that on several demands by him to repay the amount, said Boggula Venkateswara Reddy did not repay the amount on one pretext or other and died intestate 16-11-2022 leaving behind his wife, the

defendant, as legal heir to his estate. Defendant also failed to pay the amount due by her husband to the plaintiff, even though her requested her several times.

8. The oral evidence of PW1 coupled with Ex.A1 clearly proves the claim of the plaintiff that the husband of defendant Venkateswara Reddy, borrowed an amount of Rs.6,00,000/- from the plaintiff during his life time on 21-8-2022 for his family expenses and executed Ex.A1 suit promissory note in favour of plaintiff agreeing to repay the amount with interest at 24% p.a., and subsequently he died intestate on 16-11-2022 leaving behind the defendant as legal heir to his estate and defendant also did not repay the amount though she was requested several time by plaintiff.

9. There is no rebuttal evidence from defendant's side to deny Ex.A1 since the defendant refused to receive the summons issued through court and also failed to appear before the court denying the averments of the paint. Hence the evidence of PW1 with regard to borrowal of amount by the husband of defendant and execution of Ex.A1 promissory note in his favour and the intestate death of husband of defendant remained unrebutted. Thus, the oral evidence of PW1 on oath, corroborated by Ex.A1 is sufficient to prove the contentions of plaintiff. Hence this court is coming to the conclusion that the plaintiff proved the suit claim and entitled for recovery of suit amount thus claimed. The point is answered accordingly.

10. In the result the suit is decreed with costs in favour of plaintiff and against the estate of deceased Boggula Venkateswara Reddy, lying in the hands of the defendant for Rs.6,46,000/- payable with interest at the rate of 12% pa. from the date of suit till the date of decree and with future interest at 6% p.a. from the date of decree till the date of realization on the principal amount of Rs.6,00,000/-.

*Typed by me, corrected and pronounced by me in the open Court,
this the 3rd day of October, 2023.*

IV ADDL. JUNIOR CIVIL JUDGE,
VIJAYAWADA.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF :-

FOR DEFENDANT:- EXPARTE

P.W.1: Ummadisetti Prabhu Prasad

EXHIBITS MARKED

FOR PLAINTIFF :-

Ex.A1 :21-8-2022: Promissory note executed for Rs.6,00,000/- by
Boggula Venkateswara Reddy in favour of plaintiff

FOR DEFENDANT:- EXPARTE

IV ADDL. JUNIOR CIVIL JUDGE,
VIJAYAWADA.