



**IN THE COURT OF THE I ADDITIONAL CIVIL JUDGE (JUNIOR
DIVISION):: NELLORE.**

Present:- **Sri P.Bharadwaja,**
I Addl. Civil Judge (Junior Division), Nellore.

Monday, this the 07th (Seventh) day of July, 2025

O S.No.1320/2022

Between:

Sanna Reddy Ramakrishna Reddy, S/o.Late
Narayana Reddy, aged 58 years, resident of Door
No.16/8/326, Ramalingapuram, Nellore 524003.
SPSR Nellore District.

..... Plaintiff

And

Sode Mallikharjuna Rao, S/o.Late Balaramaiah, aged
about 60 years, Junior Assistants officer, Office of the
Assistant Accounts Officer, Electricity Revenue Office,
(Town), APSPDCL, Kotamitta, Nellore, SPSR Nellore
District, resident of Door No.20/1/386, Mulapeta,
Near Sanskrit School, Nellore 524 001, SPSR Nellore
District.

... Defendant

This suit is coming on 01.07.2025 for final hearing before me in
presence of Sri Sk.Mahaboob Basha, Advocate for Plaintiff and of Sri
P.Sankaraiah, Advocate for defendant and the matter having stood over for
consideration till to-day, this Court delivered the following :-

J U D G M E N T

1. The plaintiff filed the present suit, basing on two promissory
notes for recovery of total amount of ₹ 15,27,101/-(Rupees Fifteen Lakhs
Twenty Seven Thousand One Hundred and one only) along with
subsequent interest and for other allied reliefs.



2. Brief averments in the plaint are that:

The defendant borrowed an amount of ₹ 3,00,000/- (Rupees Three Lakhs only) from the plaintiff on 04.08.2017 and executed a promissory note on the same day with his own handwriting at Nellore, agreeing to repay the amount with interest at 24% per annum. Subsequently, the defendant paid an amount of ₹500/- to the plaintiff on 04.07.2020 towards part payment of the amount due under the promissory note and made an endorsement on the back side of the promissory note. The defendant also borrowed an amount of ₹3,70,000/- (Rupees Three Lakhs Seventy Thousand only) from the plaintiff on 05.08.2017 and executed a promissory note with his own handwriting at Nellore, promising to repay the amount with interest at 24% per annum. either to the plaintiff or to his order on demand. Subsequently, the defendant paid an amount of ₹500/- on 05.06.2020 towards part payment and made an endorsement on the back side of the promissory note. Subsequently, the defendant issued a cheque for ₹ 6,35,290/- bearing number 064340 on 03.04.2022 drawn on Axis Bank Limited, Kanakamahahal Center, Nellore, in favour of the plaintiff towards payment of the amount due under the promissory note dated 04.08.2017 and requested the plaintiff to present the cheque for collection on 25.04.2022 and promised to arrange funds by that date. The defendant issued another cheque for ₹ 7,84,680/- bearing No.064341 dated 04.04.2022 drawn on Axis Bank Limited Kanakamahahal Center, Nellore, in favour of the plaintiff towards payment of the amount due under the promissory note dated 05.08.2017 and requested the plaintiff to present the said cheque on 25.04.2022 for collection and promise it to arrange funds by the date. The plaintiff presented the two cheques for collection through Canara Bank, Adithya Nagar Branch, Nellore on 25.04.2022 for collection and both the cheques were returned unpaid with endorsement "funds insufficient" on 26.04.2022. The plaintiff then got



issued a registered legal notice to the defendant to his office and residential addresses on 05.05.2022 and even though, the defendant received the same on 09.05.2022, he neither paid the amount nor issued any reply. Hence, the plaintiff filed a complaint against the defendant under section 138 of Negotiable Instruments Act before V Additional Judicial Magistrate of I Class Court, Nellore and the same is numbered as C.C.No. 1616/2022. Later, the plaintiff filed the present suit. The defendant is not an agriculturist and hence, he is not entitled for the benefit of Debt Relief Laws. Hence the suit.

3. The defendant appeared before the court and filed his written statement opposing the suit claim. **Brief averments in the written statement are :**

All the material allegations made in the plaint are false and all the material allegations are specifically denied. The defendant never borrowed any amount from the plaintiff and never executed any promissory notes in his favour. The defendant never issued any cheques in favour of the plaintiff towards discharge of any legally enforceable debts. The plaintiff filed the present suit by suppressing material facts. The defendant got knowledge about the promissory notes and cheques only after receipt of the suit summons along with the documents from the court. There is no cause of action to file the suit and the plaintiff filed the present suit only to harass the defendant and to damage his personal image. The defendant never executed any cheques and never executed any promissory notes with his own handwriting. The suit is not maintainable and the same is liable to be dismissed.

4 Basing on the above mentioned pleadings, the following issues were settled for trial.



- 1. Whether the suit promised note dated 04.08.2017 is true, valid and binding on the defendant?***
- 2. Whether the part payment endorsement dated 04.07.2020 on promissory note dated 04.08.2017 is true, valid and binding on the defendant?***
- 3. Whether the suit promissory note dated 05.08.2017 is true, valid and binding on the defendant?***
- 4. Whether the part payment endorsement dated 05.06.2020 on promised note dated 05.08.2017 is true, valid and binding on the defendant?***
- 5. Whether the plaintiff is entitled for the suit claim as prayed for?***
- 6. To what relief?***

5. During trial the plaintiff examined himself as PW1 and got marked Exs.A1 to A12 documents. Ex.A1 is the original promissory note dated 04.08.2017 for an amount of ₹ 3,00,000/- executed by defendant in favour of plaintiff. Ex.A2 is the part payment endorsement dated 04.07.2020 for an amount of ₹500/- made on Ex.A1. Ex.A3 is the original promissory note dated 05.08.2017 for an amount of ₹ 3,70,000/- executed by defendant in favour of plaintiff. Ex.A4 is the part payment endorsement dated 05.06.2020 for an amount of ₹ 500/- made on Ex.A3. Ex.A5 is the certified copy of cheque bearing No.064340 dated 03.04.2022 drawn on Axis Bank, Nellore Branch for an amount of ₹ 6,35,290/-. Ex.A6 is the certified copy of cheque bearing No.064341 dated 04.04.2022 drawn on Axis Bank, Nellore Branch for an amount of ₹7,84,006/-. Ex.A7 is a certified copy of cheque



return memo of Ex.A5. Ex.A8 is the certified copy of cheque return memo of Ex.A6. Ex.A9 is the office copy of legal notice dated 05.05.2022. Ex.A10 are the certified copies of postal receipts. Ex.A11 are the certified copies of postal acknowledgments. Ex.A12 is a certified copy of complaint filed in C.C.No.1616/2022 on the file of V Additional Judicial Magistrate I Class Court, Nellore. The plaintiff also examined one of the attestor of Exs.A1 to A4 documents as PW2.

6. On the other hand, the defendant failed to enter into the witness box and did not adduce any evidence in spite of giving several opportunities. Hence, defendant side evidence is closed.

7. Heard the arguments of learned counsel for the plaintiff. No arguments were advanced on behalf of the defendant. Perused the record.

Issues 1 to 5.

8. It is the case of the plaintiff that the defendant borrowed amounts from him under Exs.A1 and A3 promissory notes and that he made part payments under both promissory notes and made Ex.A2 endorsement on Ex.A1 and Ex.A4 endorsement on Ex.A3 and that he did not repay the remaining amount and that Exs.A5 and A6 cheques issued by the defendant towards payment of the debts due under Ex.A1 and the Ex.A3 promissory notes respectively got dishonoured and that the defendant did not respond to Ex.A9 legal notice got issued by him. On the other hand, the case of the defendant is of complete denial. He denied the execution of Exs.A1 and A3 promissory notes and also denied the execution of Exs.A2 and A4 part payment endorsements on them. He also denied the issuance of Exs. A5 and A6 cheques and also denied the receipt of Ex.A9 legal notice. It is his case that he never executed any documents in favour of the plaintiff and that he never borrowed any amounts from him and that the



plaintiff filed the present suit only to harass him and to damage his reputation. In view of the defence taken by the defendant denying the suit claim, the preliminary burden is upon the plaintiff to prove the execution of Exs.A1 to A4 documents and hence, he was invited to commence the trial. The plaintiff filed his chief examination affidavit as PW1 and reiterated the plaint averments. He got marked Exs.A1 to A12 documents and he also examined one of the attester of Exs.A1 to A4 documents as PW2. The witness also deposed on the same lines as that of PW1 and corroborated his evidence in all material particulars.

9. The defendant got Pws.1 and 2 cross examined. During his cross examination, PW1 stated that he lives by doing cultivation at Koduru Village and admitted that he is not an income tax assessee. He stated that he filed suit for an amount of ₹ 6,70,000/- and he admitted that he filed a petition to withhold the retirement benefits of the defendant who worked in electricity department. He stated that he does not know the amount for which petition is filed. He stated that Exs.A5 and A6 cheques filed in the present case were filled by the defendant with his own handwriting and denied the suggestion to the contrary. He reported no objection to send Exs.A5 and A6 to expert to verify that the signatures on the documents belong to the defendant or not. He stated that he does not have any proof to show that he had the amounts mentioned in Exs.A1 and A3 with him on the respective dates. He denied the suggestion that he never lent any amount to the defendant and that he is not entitled for the recovery of any amount as Exs.A1 and A3 transactions did not take place as stated by him. He also denied the suggestion that he does not have financial capacity to lend the amounts mentioned under Exs.A1 and A3. He categorically stated that the defendant issued Exs.A5 and A6 cheques towards discharge of amounts taken under Exs.A1 and A3 and denied the suggestions that Exs.A1 and A3



transactions are not correct as the hand writings on Exs.A5 and A6 does not belong to the defendant. He admitted that he did not have any proof except the promissory notes and cheques filed by him in the present case to show that he lent amounts to the defendant.

10. PW2 stated in his cross examination that he lives by doing cultivation and that the defendant worked in current office by the date of execution of Exs.A1 and A3. He admitted that he did not mention date besides his signatures on Exs.A1 and A3 and denied the suggestion that he did not sign on Exs.A1 and A3 on the respective dates of their execution. He admitted that he did not mention any date below the signatures on Exs.A2 and A4 part payment endorsements. He however denied the suggestions that he does not know anything about Exs.A2 and A4 endorsements and that he signed on Exs.A1 to A4 prior to filing of the suit. He stated that the place of execution is mentioned as Nellore in Exs.A1 and A3. He stated that he does not know the father name of the defendant and further stated that he did not see whether the name of the father of defendant is mentioned in Exs.A1 and A3 promissory notes or not. He stated that the address of the defendant is mentioned as Mulapet in Exs.A1 and A3 and he stated that he does not know whether the same address is mentioned in the plaint or not. He stated that he does not know the surname and other particulars of second attestor and denied the suggestion that Exs.A1 to A4 are fabricated and that he signed on the documents before they were filed in the court and that he does not know anything about the facts of the case and that he is deposing false at the instance of PW1.

11. A perusal of the record goes to show that the plaintiff has examined himself and also one of the attestor on Exs.A1 to A4 documents to prove their execution. Even though, the defendant denied the execution



of the documents and also denied the passage of consideration under Exs.A1 and A3 promissory notes, he failed to elicit anything from the cross examination of PW1 and PW2 to establish his case. In spite of denying the execution of Exs.A1 to A4 documents in his written statement, the defendant failed to give any suggestion to that effect to PW1 and PW2 during their cross examination. The defendant only denied the handwriting on Exs.A5 and A6 cheques during the course of cross examination of PW1, but he did not deny the handwriting and signatures on Exs.A1 to A4 documents. He also did not deny that Exs.A5 and A6 cheques belongs to his bank account and he could not give any reason as to how the cheques belonging to his bank account fell into the hands of the plaintiff. The evidence of PW1 and PW2 is believable and the defendant failed to elicit any contradictions or discrepancies in the evidence of PW1 and PW2 regarding the time, place or manner of execution of the promissory notes or the denomination of the currency notes given to the defendant on the respective dates of Ex.A1 and Ex.A3 transactions and the source of income. PW1 categorically stated that he lives by doing cultivation. No question is put to the plaintiff about his agricultural income and other things. More over, the defendant did not enter into the witness box in support of his defense and he did not face the test of cross examination. In spite of having an opportunity to do so, the defendant did not take steps to send Exs.A1 to A4 documents to expert to prove that the hand writings and signatures on the documents does not belong to him. The defendant is not a layman. He retired from service after working in electricity department. Hence, it is not difficult to obtain the Specimen signatures and handwriting of the defendant. If really the signatures and handwriting on Exs.A1 to A4 documents did not belong to the defendant, he would have really taken steps to send the documents to the expert to prove the same. The plaintiff has no such



necessity to take such steps as he examined one of the attestor on Exs.A1 to A4 documents and adduced evidence with regard to the execution of those documents by the defendant. Moreover, it is not the case where the documents were scribed by a third party. It is the specific case of the plaintiff that Exs.A1 to A4 were scribed by the defendant himself. As the defendant failed to elicit anything from the cross examination of PW1 and as he failed to put forward any cogent reasons as to why the plaintiff would have fabricated the documents to file the present suit against him, this court is of the considered opinion that the defence of the defendant is not proved. On the other hand, the plaintiff has proved the execution of Exs.A1 to A4 by adducing proper evidence and the existence of Exs.A5 and A6 cheques belonging to the defendant with the plaintiff and their dishonor as could be seen from the documents filed by the plaintiff clearly goes to show that the defendant borrowed amounts from the plaintiff under Exs. A1 and A3 and failed to repay the amounts except making part payments under Exs.A2 and A4. Hence, the defendant is liable to repay the amounts along with accrued interest. As the defendant is an employee and as the suit transaction is a private commercial transaction, the plaintiff is entitled to claim interest at contract rate. Accordingly, Issues 1 to 5 are answered in favour of the plaintiff and against the defendant.

Issue No.6:

12. In the result, the suit is decreed with costs of Rs.15,27,101/- (Rupees Fifteen Lakhs Twenty Seven Thousand One Hundred and one only). The plaintiff is granted interest on the principal sum of Rs.3,00,000/- (Rupees Three Lakhs only) under Ex.A1 and Rs.3,70,000/- (Rupees Three Lakhs Seventy Thousand only) under Ex.A3 at 12 per cent per annum from



the date of suit till the date of decree and thereafter at 6 percent per annum till realisation.

Prepared, corrected and pronounced by me in open Court, on this 07th day of July, 2025.

Sd/- P.Bharadwaja

**I Addl. Civil Judge (Junior Division),
Nellore.**

Appendix of Evidence
Witnesses Examined for

Plaintiff:

Pw.1: S.Rama Krishna reddy

Pw.2: P.Srinivasulu

Defendant:

- None-

Documents Marked for

Plaintiff:

Ex.A1: Original promissory note dated 04.08.2017 for an amount of ₹ 3,00,000/- executed by defendant in favour of plaintiff.

Ex.A2: Part payment endorsement dated 04.07.2020 for an amount of ₹500/- made on Ex.A1.

Ex.A3: Original promissory note dated 05.08.2017 for an amount of ₹ 3,70,000/- executed by defendant in favour of plaintiff.

Ex.A4: Part payment endorsement dated 05.06.2020 for an amount of ₹ 500/- made on Ex.A3.

Ex.A5: Certified copy of cheque bearing No.064340 dated 03.04.2022



drawn on Axis Bank, Nellore Branch for an amount of ₹ 6,35,290/-.

Ex.A6: Certified copy of cheque bearing No.064341 dated 04.04.2022
drawn on Axis Bank, Nellore Branch for an amount of ₹7,84,006/-.

Ex.A7: Certified copy of cheque return memo of Ex.A5

Ex.A8: Certified copy of cheque return memo of Ex.A6.

Ex.A9: Office copy of legal notice dated 05.05.2022

Ex.A10: Certified copies of postal receipts.

Ex.A11: Certified copies of postal acknowledgments.

Ex.A12: Certified copy of complaint filed in C.C.No.1616/2022 on the file of
V Additional Judicial Magistrate I Class Court, Nellore.

Defendant: -NIL-

Sd/- P.Bharadwaja

**I Addl. Civil Judge (Junior Division),
Nellore.**