

**IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE,
NELLORE.**

Present: K.P. Sai Ram,
Principal Junior Civil Judge, Nellore.

Thursday, this the 12th (twelfth) day of October, 2023

O.S.No.1325 of 2022

Between:

Jogi Jaya Kumar, S/o.Jogi Naraiah, Hindu, Cultivator, aged 54 years, resident of Harijanawada, beside Chennakesawa swamy temple, Isukapalem Village, Venkatachalam Mandal, SPSR Nellore District.

... Plaintiff.

And:

Anapalli Ragamma alias Kamalamma, W/o.Ankapalli Ramanaiah, House wife, door No.11/8/17, Harijanawada, Kavali Town, Nellore District.

... Defendant.

This suit came before me for hearing in the presence of Sri Patan Shafi Ahamed, Advocate for the plaintiff, and the defendant having been called absent and set *ex parte*, and upon perusing the entire material available on record and having stood over for consideration till this day, this court delivered the following:

J U D G M E N T

1. This is a suit filed by the plaintiff against the defendant for recovery of a sum of Rs.12,04,000/- on the foot of promissory notes dated 19/11/2019.

2. The averments of the plaint in brief, are as follows:

(a) The defendant borrowed a sum of Rs.3,00,000/- from the plaintiff on 19/11/2019 and in consideration thereof, she executed a demand promissory note in favour of the plaintiff on the even date agreeing to repay the same with interest at 24% per annum either to the plaintiff or to his order on demand. Again the defendant borrowed a sum of Rs.4,00,000/- from the plaintiff on 19/11/2019 and in consideration thereof, she executed a demand promissory note in favour of the plaintiff on the even date agreeing to repay the same with interest at 24% per annum either to the plaintiff or to his order on demand. Thereafter the defendant did not make any payment in spite of repeated demands. The defendant is not an agriculturist and therefore she is not entitled to get any benefits under any of the provisions of Debt Relief Laws. Hence the suit.

3. Despite service of summons, the defendant failed to appear before the court and failed to contest the suit and therefore, she was set *ex parte* on 12/09/2023.

4. On behalf of the plaintiff, Pws.1 and 2 were examined and Exs.A1 and A2 were got marked.

5. Heard arguments on behalf of the plaintiff.

6. Now the point for consideration is:

Whether the plaintiff is entitled to recover a sum of Rs.12,04,000/- from the defendant with future interest and costs?

7. **POINT:** Admittedly, the plaintiff filed the above suit against the defendant for recovery of money on the foot of promissory notes. It is a settled proposition of law that in a suit for recovery of money, the initial burden of proof lies upon the plaintiff to prove that the defendant has executed the suit promissory notes in favour of the plaintiff and then only a presumption under section 118 of Negotiable Instruments Act, 1881 could be raised to the effect that the suit promissory notes were supported by consideration.

8. To discharge the initial burden, the plaintiff himself entered into the witness box as Pw.1 and his chief examination affidavit is nothing but a replica of the contents of the plaint. Through Pw.1, Exs.A1 and A2 were got marked. Ex.A1 is the suit A-marked promissory note dated 19/11/2019 executed by the defendant in favour of the plaintiff. Ex.A2 is the suit B-marked promissory note dated 19/11/2019 executed by the defendant in favour of the plaintiff. One of the attessor to Exs.A1 and A2 was examined Pw.2 and he deposed that the defendant herein borrowed an amount of Rs.3,00,000/- and Rs.4,00,000/- respectively on 19/11/2019 from the plaintiff and executed Exs.A1 and A2 promissory notes in his favour agreeing to repay the same with interest at 24% per annum. He further deposed that he attested Exs.A1 and A2 as one of the attessor. As already stated above, the defendant despite service of summons, failed to appear the court and failed to contest the suit and remained *ex parte*. Consequently the oral and documentary evidence adduced by the plaintiff in the shape of Pws.1 and 2 and Exs.A1 and A2 remained unchallenged. Upon perusal of entire material available on record, it is unambiguously clear that the defendant having borrowed a total sum of Rs.7,00,000/- under Exs.A1 and A2 from the plaintiff and failed to discharge the debt

in spite of repeated demands, hence, the plaintiff is entitled to recover the suit amount from the defendant with future interest and costs. This point is answered accordingly.

9. In the result, the suit is decreed with costs and the defendant is hereby directed to pay a sum of Rs.12,04,000/- to the plaintiff with future interest at 24% per annum on Rs.7,00,000/- from the date of suit till the date of decree and thereafter at 6% per annum on Rs.7,00,000/- till realization.

Typed to my dictation by the Stenographer Grade-III, corrected and pronounced by me in the Open Court this the 12th day of October, 2023.

Sd/- K.P.Sai Ram
**Principal Junior Civil Judge,
Nellore.**

APPENDIX OF EVIDENCE
WITNESSES EXAMINED:

For Plaintiff:

Pw.1 : Jogi Jaya Kumar
Pw.2 : Jogi Purushottam

For Defendant:

Ex parte.

Documents marked on behalf of plaintiff:

Ex.A1	19/11/2019	Suit A-marked promissory note executed by the defendant in favour of the plaintiff.
Ex.A2	19/11/2019	Suit B-marked promissory note executed by the defendant in favour of the plaintiff.

Documents marked on behalf of defendant:

-NIL-

Sd/- K.P.Sai Ram
**Principal Junior Civil Judge,
Nellore.**