

**IN THE COURT OF THE PRINCIPAL DISTRICT JUDGE: NELLORE**

Present: **G.SRINIVAS**
Principal District Judge
NELLORE

Monday, the 10th day of August 2026

ORIGINAL SUIT No.19/2020

Poondla Kamakshi

..

Plaintiff

Vs.

1. Naidu Vineela
2. Naidu Sathvika
3. Naidu Samhitha
4. Naidu Girijamma

..

Defendants

This suit coming on 31.7.2026 for hearing before me, in the presence of Sri P.Uma Maheswar – Advocate for the plaintiff and of Sri S.Srinivasa Murthy – Advocate for the defendants, and upon hearing, having stood over for consideration to this day, this Court delivered the following: -

J U D G M E N T

1. This suit is filed by the plaintiff for recovery of ₹.51,52,000/- with interest and costs against the family members of one Naidu Hemanth Reddy, on the foot of the promissory note dated 2.6.2017 for ₹.30,00,000/- executed by him. It is the further contention of the plaintiff that after borrowing the said amounts Naidu Hemanth Reddy died on 3.2.2018 leaving the defendants 1 to 4, who are his wife, daughter, son and mother respectively, as his legal heirs.

(i) It is the further contention of the plaintiff that Naidu Hemanth Reddy borrowed an amount of ₹.30,00,000/- on 02.06.2017 from the plaintiff, by way of Cheque Nos.041356, 041357, 041358 of State Bank of India, Gomathi Nagar, Lucknow Branch, and executed a promissory note in her favour agreeing to repay the said amount with interest at the rate of 24% per annum.

(ii) While the things stood thus, Hemanth Reddy died intestate on 03.02.2018, leaving the defendants 1 to 4 as his Class-1 legal heirs. On the death of the said Hemanth Reddy, his estate devolved upon the defendants 1 to 4 and they are in physical possession and enjoyment of the same. Thereby the plaintiff demanded the defendants 1 to 4 for repayment of the amount due under the cover of the above promissory note dated 02.06.2017. The defendants received the said notice and issued reply notice with false and untenable allegations, but did not pay any amount to the plaintiff, and hence, the plaintiff is obliged to file the suit against the defendants for the recovery of the amount covered under the above two promissory note executed by the deceased Hemanth Reddy in her favour, against the estate of the deceased Hemanth Reddy with interest.

2. Per contra the defendants 1 to 3 filed their written statement, whereas despite service of summons, the 4th defendant did not choose to contest the proceedings and remained ex parte.

(i) The contention of the defendants 1 to 3 is that the deceased Hemanth Reddy had no need or necessity to borrow any amount from the plaintiff, and he was economically and financially sound, and the defendants have no knowledge about borrowing of the amount by the deceased Hemanth Reddy from the plaintiff, and before filing the suit the plaintiff got issued legal notice and the defendants also issued a reply notice on 06.05.2020 denying the debt and execution of promissory note in favour of the plaintiff by Hemanth Reddy, and moreover the defendants asked the plaintiff's counsel to send the promissory note that was allegedly executed by Hemanth Reddy in favour of the plaintiff, but the plaintiff nor her counsel sent the promissory note to the defendants in order to issue detailed reply.

(ii) The defendants 1 to 3 also further contended that the alleged attestors and scribe are the henchmen of the plaintiff and the defendants came to know that there were disputes between the plaintiff, her mother, and Hemanth Reddy relating to their joint properties and due to the said disputes, the plaintiff created the suit promissory note in her name with the active connivance of her henchmen, i.e., the scribe and attestors, and the signatures contained in the alleged promissory note dated 02.06.2017 are not that of Hemanth Reddy as he was not available at Nellore on those particular dates, and the plaintiff also filed suit under O.S.No.18/2020 on the file of this Court, and the said promissory notes were created and manipulated by forging the signatures of Hemanth Reddy.

3. Basing upon the rival pleadings, this Court has framed the following issues: -

1. ***Whether the plaintiff is entitled to direct the defendants to pay the suit amount of ₹.51,52,000/-with interest on principal amount based on suit promissory note dated 02.06.2017 from the assets of the deceased Naidu Hemanth Reddy in the hands of defendants as prayed for?***
2. ***Whether the signature of Naidu Hemanth Reddy on suit promissory note dated 02.06.2017 is forged?***
3. ***Whether the suit promissory note is true, valid, and binding on the defendants as prayed for?***
4. ***To what relief?***

4. On behalf of the plaintiff, PWs 1 and 2 were examined and Exhibits A-1 to A-3 were marked.

(i) On behalf of the defendants 1 to 3, DW-1 was examined and Exhibits B-1 to B-6 were marked.

5. **ISSUES No.(1) to (3):** - In order to prove the contentions of the plaintiff, she filed her chief examination affidavit as PW-1 and reiterated her contentions in her chief examination, whereas in her cross-examination she stated that the deceased Hemanth Reddy's mother and her mother are own sisters, and both of them hail from Madiraju Guduru Village of TP Guduru Mandal. The witness denied that the deceased is financially sound and he need not borrow any amount from anybody. She also further stated that her husband was an IAS Officer who retired from service in 2019 at Lucknow. She also admitted that during the lifetime of said Hemanth Reddy, he, being PW-1's cousin brother, they maintained cordial relationship. She also admitted that her cousin brother Hemanth Reddy died on 03.02.2018 and her mother also died on 25.05.2019 and her father predeceased her mother. She further stated that Exhibit A-1 promissory note was prepared at her home at Saraswathi Nagar, Nellore. By the time of the execution of Exhibit A-1, one Poondla Suresh Reddy, Chirra Suresh, Madhusudhan Rao, her mother Poondla Masthanamma, herself and the deceased Hemanth Reddy were present.

(i) PW-1 further stated in her cross-examination that the attesor P.Suresh Reddy is her cousin brother, i.e., son of her another maternal aunt and the other attestors Chirra Suresh is the brother-in-law of the first attesor, and the scribe namely Sarvepalli Madhusudhan Rao used to work as an accountant to their family.

(ii) She further admitted that her mother is not an income tax assessee. She again stated that even though her mother is an income tax assessee, she has not shown some of her incomes in her income tax returns. She further admitted that Exhibit A-1 transaction was not shown in her income tax returns. The witness further stated that she can file documents that the said ₹.30,00,000/- shown in her Exhibit A-2 statement of account is credited in the account of the deceased Hemanth Reddy. The plaintiff further admitted that the

deceased Hemanth Reddy died due to ill-health, but the witness adds that even one day prior to his death, he was hale and healthy. She also further admitted that 10 months prior to the death of the said Hemanth Reddy, he used to take treatment in well-reputed hospitals and also admitted that the said Hemanth Reddy took treatment as inpatient in Raya Vellore hospitals. The discharge summary of the deceased Hemanth Reddy from Christian Medical College, Raya Vellore is confronted to the witness and admitted by her, thereby the same is marked as Exhibit B-1. She also further admitted that she is the only daughter to her parents.

(iii) The plaintiff got examined one of the attestors of Exhibit A-1 promissory note as PW-2, he filed his chief examination affidavit by reiterating the contentions of the plaintiff. In his cross examination he stated that the other attesor Chirra Suresh Reddy is his brother-in-law. He admitted that his mother and the mother of the plaintiff are own sisters. He also admitted that the transaction under Exhibit A-1 took place in the house of the mother of the plaintiff, and he also further admitted that Exhibit A-1 promissory note is not containing the signatures of the scribe namely Sarvepalli Madhusudhan Rao. The witness denied that by the time of Exhibit A-1, Hemanth Reddy was hospitalized and there is no chance for him to come down to Nellore and to execute Exhibit A-1 by borrowing the amount from the plaintiff. The witness also denied that the suit promissory note is concocted and forged signatures of the Hemanth Reddy.

6. The 1st defendant Naidu Vinila, has filed her chief examination affidavit as DW-1, reiterating her contentions. In her cross-examination, she stated that herself and her husband are having bank account in SBI, Padmavathi Center at Nellore. She also further admitted that the plaintiff issued Exhibit A-3 notice to all the defendants prior to the institution of the suit on hand. She also further admitted that in Exhibit A-3 notice it is stated that her husband

borrowed an amount of ₹.30,00,000/- under cheques bearing numbers 041356, 041357, 041358 on 2.6.2017 State Bank of India, Gomathi Nagar, Lucknow branch from the account of the plaintiff and she has also verified the bank account statement of her husband after receipt of Exhibit A-3 notice and the said cheques were credited in the account of her deceased husband on 02.06.2017. She also further admitted that as per the bank account statement of her husband, he has withdrawn the above amount by self. Further, she stated that she does not remember whether they have denied about the borrowal of the amount by her husband from the plaintiff. She also further stated that prior to 29.05.2017, DW-1 and her husband were at Nellore and she also further admitted that as per Exhibit B-2 (in O.S.No.18/2020) discharge summary of her husband, from 25.05.2017 onwards her husband took treatment at CMC Hospital, Vellore and also admitted that as per Exhibit B-2 (in O.S.No.18/2020), her husband was suffering from autoimmune disease from April 2016 onwards. She also admitted that one day prior to the death of her husband, he went outside along with his friends. She has also given an explanation as to the autoimmune means upon up and down of the health and strength of her husband. She admitted that her husband died on 13.02.2018 due to cardiac arrest and her husband is also a politician. She also further admitted that her husband is having Ac.40.00 acres of land at Macharlavaripalayam Village and the scheduled property under I.A.No.352 of 2020 under Order 38 Rule 5 of C.P.C. which was attached by the plaintiff stood in the name of her husband, herself, plaintiff and her mother Masthanamma jointly. She further stated that the said amount of ₹.30,00,000/- was withdrawn by her deceased husband through some third parties.

7. It is the further contention of the defendants that by the time of execution of Exhibit A-1 promissory note in favour of the plaintiff, Hemanth Reddy was hospitalised in CMC Hospital at Raya Vellore as inpatient. In order to prove the said contentions, they also filed certified copy of the discharge

summary of the deceased Hemanth Reddy under the cover of Exhibit B-1 (original is marked as Exhibit B-2 in O.S.No.18/2020). On close scrutiny of said discharge summary, it is disclosing that the deceased husband of the 1st defendant took treatment at Raya Vellore Hospital from 25.05.2017 to 06.06.2017 and it further discloses that 02.06.2017, i.e., on the date of Exhibit A-1 promissory note the deceased Hemanth Reddy underwent some medical tests at CMC Hospitals at Raya Vellore. The counsel for the defendants submitted that as such the deceased was far away from Nellore town and as such it is absurd to say that the deceased Hemanth Reddy had executed Exhibit A-1 promissory note and received consideration thereunder from the plaintiff on 02.06.2017. The defendants have ultimately taken the plea of the Alibi.

(i) On the said aspect, the learned counsel for the plaintiff has submitted that the defendants have issued reply notice under the original of Exhibit B-2 (Exhibit A-7 in O.S.No.18/2020). In it and in the pleading of the defendants, they have not stated that the 1st defendant and her husband Hemanth Reddy were at CMC Hospital, Vellore from 25.05.2017 to 06.06.2017. From the evidence of the 1st defendant, as DW-1, it is further disclosing that her deceased husband, i.e., Hemanth Reddy used to suffer from autoimmune disease, i.e., up and down of health and strength conditions. She also further admitted that one day prior to the death of her husband, he went outside along with his friends. So, from the above statement of DW-1, her husband did not suffer from any ill health and was hale and healthy. As such, he went outside along with his friends. He further submitted that the PW-1 has not admitted at any point of time the said Hemanth Reddy was hospitalised on particular dates, she has only stated that Hemanth Reddy was in CMC Hospitals at Vellore, as it appears like so on confrontation of the discharge summary.

(ii) On through search of the discharge summary, it was not sealed by CMC Hospitals, Vellore. Moreover, at the preamble of the discharge summary

on first page it is disclosing that the patient was admitted on 29.5.2017 and was discharged on 8.6.2017 which is quite contrary to the annexed investigation reports of Hemanth Reddy. Moreover, even though the defendants have taken the plea of the alibi, the defendants have not placed any other relevant record, except filing the discharge summary of the deceased Hemanth Reddy. Moreover, as per the version of the discharge summary it reveals that Hemanth Reddy underwent medical tests on the disputed date. Then a duty is cast upon the defendants to file medical reports of Hemanth Reddy before the Court. But the defendants failed to file any single scrap of paper before the Court that said Hemanth Reddy underwent medical tests on the date of Exhibit A-1.

(iii) Furthermore, the defendants failed to call for the records from CMC Hospital's at Vellore to prove their contention of alibi and they also failed to summon either the doctors or administrative authorities of CMC Hospital's at Vellore to prove that the deceased Hemanth Reddy had taken treatment as inpatient on the particular date of Exhibit A-1 at their hospitals.

(iv) As the defendants asserted a fact that Hemanth Reddy was "elsewhere" on the date of Exhibit A-1, as per Section 101 of Indian Evidence Act, the burden of proof lies upon the defendants to prove over the said aspect as the defendants asserted the said fact. But the defendants utterly failed to prove the plea of Alibi by examining any of the witnesses of CMC Hospital's or by filing any medical record, except the discharge summary. Moreover, the said discharge summary is not sealed by CMC Hospitals. Therefore, the learned counsel for the plaintiff contended that the said discharge summary is created and invented for the purpose of this case in order to avoid the debts of the deceased Hemanth Reddy by the defendants to the plaintiff.

(v) In view of the above contradictory issues, non-corroboration of the oral and medical evidence, this Court is conceding with the submissions made by the learned counsel for the plaintiff as the defendants failed to establish the

plea of alibi and as such the contentions of the defendants 1 to 3 are thereby overruled as not sustainable.

8. The learned counsel for the defendants further submitted that the signatures of Hemanth Reddy on Exhibit A-1 promissory note are fabricated and forged by the plaintiff. The defendants in order to support their contentions filed a sale deed in O.S.No.18/2020 under the cover of Exhibit B-1 therein, containing the signature of Hemanth Reddy for the purpose of comparison of the disputed signatures with the admitted signatures. This Court has compared the signatures which are available on the said document with the disputed signatures of the deceased Hemanth Reddy on Exhibit A-1, as per the powers conferred upon this Court under Section 73 of Indian Evidence Act and has come to a conclusion that the signatures appearing on Exhibit A-1 are similar to that of the signatures of the deceased Hemanth Reddy in the said sale deed. Moreover, as the defendants have denied the signatures of the deceased Hemanth Reddy, they have to take steps to send the admitted signatures and disputed signatures to the handwriting expert for the purpose of comparison by filing a petition under Section 45 of the Indian Evidence Act. Whereas the defendants failed to do so for the reasons best known to them and failed to disprove the signatures of Hemanth Reddy on Exhibit A-1. Hence, the contentions of the defendants that Exhibit A-1 is fabricated and forged is hereby overruled as not sustainable.

9. The learned counsel for the defendants further submitted that the deceased had not executed any promissory note in favour of the plaintiff and there is no necessity for him to borrow any amount from anybody as he is a financially sound person and as such the defendants sought for verification of the promissory note allegedly executed by the deceased Hemanth Reddy in order to issue a detailed reply, but the plaintiff has not sent the said promissory note in order to issue a suitable reply by the defendants.

(i) For which the learned counsel for the plaintiff submitted that no liability is cast upon the plaintiff to send the promissory note to the defendants prior to the institution of the suit, as the defendants have not paid the said promissory note' amount upon the demand of the plaintiff, and the plaintiff obliged to file the suit against the defendants.

(ii) In order to support his contentions, the learned counsel for the defendants has also submitted a dictum reported in "***Bachhaj Nahar v. Nilima Mandal and Ors***".¹ In it, Their Lordships held at para number 8 that "no amount of evidence can be looked into upon a plea which was never put forward in the pleadings. A question which did arise from the pleadings, and which was not the subject matter of an issue cannot be decided by the court and further, Their Lordships also observed that a court cannot make out a case not pleaded. The court should confine its decision to the question arose in pleadings, nor can it grant a relief which is not claimed, which does not flow from the facts and cause of action alleged in the plaint. Their Lordships further observed in it that if a plea is not specifically made and yet it is covered by an issue, by implication and the parties knew that the said plea was involved in the trial, then the mere fact that the plea was not expressly taken in the pleadings would not necessarily disentitle a party from relying upon if it is satisfactorily proved by the evidence. The said dictum is not squarely applicable to the present case as where there is documentary evidence, the oral evidence shall be excluded under Sections 91 and 92 of Indian Evidence Act.

(iii) The learned counsel for the plaintiff submitted that the promissory note under Exhibit A-1 as well as the bankers' statement under Exhibit A-2 candidly established that the deceased Hemanth Reddy had encashed the said cheques amount under the cover of Exhibit A-1 by himself and it is also proved

¹ AIR 2009 SC 1103 dated 23.09.2008

that the plaintiff paid the said amount by way of three cheques from the banker's statement under the cover of Exhibit A-2. It is further submitted by him that the 1st defendant/DW-1 herself admitted in her cross examination that she verified the bank account statement of her husband Hemanth Reddy after receipt of Exhibit A-3 notice, and the cheque Nos.041356, 041357, 041358 dated 2.6.2017 were credited to his account and he had withdrawn the said amount by himself, as such the plaintiff successfully established execution of the promissory notes and passing of consideration to the deceased Hemanth Reddy as such the burden is shifted on to the defendants to prove that Exhibit A-1 is a forged document. No evidence is adduced by the defendants to show that Exhibit A-1 is forged and fabricated document. In the absence of any evidence from the defendants' side, it cannot be said that Exhibit A-1 and promissory note is forged and fabricated document when the plaintiff has discharged her initial burden by examining one of the attestors of the suit promissory notes.

(iv) The phrase burden of proof has two meanings, one is the burden of proof as a matter of law and pleading, and the other is burden of establishing a case. The former is fixed as a question of law on the basis of pleadings and is unchanged during the entire trial. Whereas the latter is not constant but shifts as soon as party adduces substantive evidence to raise a presumption in his favour. Therefore, the burden initially rests on the plaintiff, who has to prove that the promissory note was executed by the defendant. As soon as the execution of the promissory note is proved, the rule of presumption laid down under Section 118 of the Negotiable Instruments Act helps him to shift the burden to the other side. The burden of proof as a question of law rests therefore on the plaintiff. But as soon as the execution is proved under Section 118 of the Negotiable Instruments Act, it imposes a duty on the court to raise a presumption in his favour that the said instrument was made for consideration. The presumption shifts the burden of proof in the second sense i.e., the burden

of establishing a case, shifts to the defendant. The defendant may adduce direct evidence to prove that the promissory note was not supported by consideration and if he adduced acceptable evidence, the burden again shifts to the plaintiff and so on.

(v) In the present case, the defendants have not rebutted the oral and documentary evidence produced by the plaintiff before this court and as such the evidence of the plaintiff is unshaken by the defendants and moreover the defendants failed to impeach the credibility of the evidence of the plaintiff. Hence the plaintiff successfully established that the deceased had borrowed amount under the cover of Exhibit A-1 by obtaining due consideration on it and as such the defendants who are the Class-1 legal heirs of the deceased Hemanth Reddy and as they are in physical possession and enjoyment of the estate of the deceased Hemanth Reddy, as such the defendants are liable to pay the suit promissory note' amount to the plaintiff.

(vi) The court is also not inspiring with the confidence with the submissions made by the learned counsel for the defendants. The Court has not found any cogent and palpable evidence on behalf of the defendants. There are no reasons to disbelieve the evidence of the plaintiff and moreover to believe the evidence of the defendants. Hence the defendants utterly failed to stand on their own legs, and the plaintiff successfully proved her case in all probabilities. Hence the suit is liable to be decreed in favour of the plaintiff against the estate of deceased Hemanth Reddy which is in the hands of the defendants 1 to 4. Accordingly, the issues 1 to 3 are answered in favour of the plaintiff and against the defendants.

10. **ISSUE No.(4)**: - In view of the findings on Issues No.1 to 3, the suit is to be decreed with interest and costs against the estate of the deceased Naidu Hemanth Reddy lying in the hands of the defendants 1 to 4. Accordingly, this issue is answered.

11. In the result, the suit is decreed with costs for ₹.51,52,000/- together with subsequent interest on the total principal amount of ₹.30,00,000/- at the rate of 12% per annum from the date of suit till the date of decree and thereafter at the rate of 6% per annum till the date of realization, against the estate of the deceased Naidu Hemanth Reddy lying in the hands of the defendants 1 to 4.

Typed to my dictation by the Stenographer, corrected and pronounced by me in the Open Court, this the 10th day of August 2026.

Sd/- (G.SRINIVAS)
Principal District Judge
NELLORE

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF

PW-1 : Smt Poondla Kamakshi
PW-2 : Sri Poondla Suresh Reddy

FOR DEFENDANT

DW-1 : Smt Naidu Vineela

DOCUMENTS MARKED

FOR PLAINTIFF

Ex.A1 Suit promissory note dated 2.6.2017 for ₹.30,00,000/- executed by Naidu Hemanth Reddy in favour of the plaintiff.

Ex.A2 Statement of account relating to the account of the plaintiff with State Bank of India, Gomathi Nagar.

Ex.A3 Office copy of legal notice dated 25.4.2020 issued by the plaintiff to the defendants.

FOR DEFENDANTS

Ex.B1 Certified copy of the discharge summary of the deceased Naidu Hemanth Reddy issued by CMC, Vellore. (marked subject to objection subject to proof and relevancy)

Ex.B2 Office copy of the reply notice dated 6.5.2020 got issued by the defendants to the advocate for the plaintiff along with postal

acknowledgement served on the advocate for the plaintiff. (marked subject to objection subject to proof and relevancy)

- Ex.B3 Statement of account of Naidu Hemanth Reddy with State Bank of India, Padmavathi Center Branch, AK Nagar, Nellore from 1.6.2017 to 30.6.2017. (marked subject to objection subject to proof and relevancy)
- Ex.B4 True copy of the income tax returns of DW-1 for the assessment year 2017-2018. (marked subject to objection subject to proof and relevancy)
- Ex.B5 True copy of the income tax returns of DW-1 for the assessment year 2018-2-19. (marked subject to objection subject to proof and relevancy)
- Ex.B6 Statement of account relating to the bank account of the 1st defendant.

Sd/- (G.SRINIVAS)
Principal District Judge
NELLORE