



**IN THE COURT OF THE PRL.SENIOR CIVIL JUDGE AND CJM,
AT : RAICHUR**

Present : Sri. B.T Annapurneshwari
B.A.L.L.B., L.L.M
Prl. Senior Civil Judge & CJM
Raichur.

O.S. NO.218/2025

Dated this the 4th day of July 2026

Plaintiff :- Sri. K. Bulli Venkata Reddy S/o Late
Satyanarayana Reddy, Age : 62 Years,
Occ: Agriculture & Business,
R/o H.No.1-3-125/1, Ashapur Road,
R. R Colony Station Area,
Raichur. Cell No.9448633166.

(By Sri. G.N Ragunath Reddy., Advocate)

V/s

Defendant :- Guntupalli Krishna S/o Veera Varaprasad,
Age : 38 years, Occ : Agriculture,
R/o : H.No.14-77/1, Ponnekallu
Village, Thadikonda Mandal,
Guntur-Dist (A.P), Cell No.9133008404.
9133002504.

(Ex-parte)

1. Date of Institution of the suit : 08.09.2025
2. Nature of the suit : Suit for recovery of money
3. Date of commencement
of evidence : 21.02.2026



4. Date of the judgment : 04-07-2026

Year/s Month/s Day/s

5. Total duration : 00 09 21

: J U D G M E N T :

This suit is filed for the relief of recovery of sum of Rs.8,60,000/- with interest at 24% per annum from the date of suit to till its realization.

2. The brief contents of the plaint are as follows:

That the plaintiff and defendant are well acquainted with each other. The defendant was a need of money for his family and legal necessities and therefore approached the plaintiff for hand loan of Rs.5,00,000/- on 02.09.2022 and the plaintiff by seeing his necessities gave him Rs.5,00,000/- on 02.09.2022 and the defendant assured to repay said loan within short period with interest at the rate of 2% per annum and executed Promissory Note in favour of him in presence of witnesses. After borrowing the said amount the defendant had not repaid said hand loan as agreed by him. After repeated request and demands the defendant issue account paying cheque in favour of the plaintiff towards the payment of due amount of Rs.8,30,000/- including interest. The plaintiff after receipt of said cheque presented it through his banker but said cheque returned as 'Account Closed' and therefore he has issued legal notice



U/sec.138 of N.I Act which was refused by the defendant on 30.06.2025 as per the online track details. The defendant in order to avoid payment has refused the notice and hence he failed complaint U/sec.138 of N.I Act against defendant. Thereafter he tried to contact the defendant but it was not fruitful and therefore plaintiff has filed this suit. The defendant withheld the amount payable to him without any valid reasons and the defendant is liable to pay Rs.8,60,000/- as on today along with interest at the rate of 24% per annum from the date of suit till realization.

3. After service of suit summons the defendant though served with summons but has not appeared before this court and hence placed exparte.

4. Heard arguments and perused the materials on record.

5. The following points arise for my consideration :-

1. Whether plaintiff proves that the defendant took hand loan of Rs.8,60,000/- from him agreeing to repay said hand loan with interest @ of 2% p.m, and executed promissory note in his favour?

2. Whether Plaintiff is entitled to the reliefs as sought for?

3. What order or decree?

6. In order to prove the case of the plaintiff, plaintiff is



examined as PW1 and documents marked at Ex.P1 to P3 and got examined one witness as PW.2 and closed his side evidence.

7. My answers to the above points are as under:

Point No.1 : In the Affirmative

Point No.2 : In the Partly Affirmative

Point No.3 : As per final order,

for the following:-

R E A S O N S :

8. **POINT NO.1 & 2 :-** To avoid the repetition of the facts these two points are taken up for common discussion.

9. It is the specific case of the plaintiff that the defendant took hand loan from him for legal necessities and executed the promissory note in his favour and later did not repay inspite of his requests. The plaintiff is examined as PW.1 and has reiterated the plaint averments in his examination in chief affidavit and got marked Exs.P.1 to P.3. The Ex.P.1 is the promissory note executed by the defendant in favour of plaintiff agreeing to repay loan of Rs.5,00,000/- taken by him with interest @ 2% per month. Said Ex.P.1 was executed on 02.09.2022 in presence of witnesses. The limitation for recovery of money is three years from the date of loan. It is the case of the plaintiff that the accused issued cheque and it was dishonoured and he tried to contact the accused but the accused did not respond. In absence of any contra evidence the evidence of plaintiff in this regard is considered. Therefore, the suit is filed well within



period of limitation.

10. One attesting witness to Ex.P.1 is examined as PW.2 and he has also deposed supporting the case of the plaintiff. The Ex.P.2 is the legal notice issued by the plaintiff calling upon the defendant to repay the hand loan and it is served on the defendant as evident from the EX.P.3. The evidence lead by the plaintiff is remained unchallenged. Therefore, the evidence lead by the plaintiff is to be believed. Hence the plaintiff is entitled to recover an amount of Rs.8,60,000/- with interest at the rate of 6% per annum and not 2% per month since the above said amount is availed by the defendant for his family and legal necessities. In view of above my discussion, I answer the above point no.1 in Affirmative and point No.2 in Partly Affirmative.

11. **POINT No.3 :-** From the above discussion, I proceed to pass the following;

: O R D E R :

The suit of plaintiff is hereby decreed in part.

The defendant is hereby directed to repay/deposit an amount of Rs.8,60,000/- with interest at the rate of 6% p.a from the date of suit to till its realization within two months.

Draw Decree accordingly.



(Dictated to the stenographer, directly on computer, computerized by him, them corrected by me and pronounced in the open court on the 4th day of July 2026.)

Sd/-
(B.T Annapurneshwari)
Prl. Senior Civil Judge & CJM,
Raichur..

: ANNEXURE :

1. List of witnesses examined for plaintiff:

PW1 : K. Bulli Venkata Reddy
S/o Late Satyanarayana Reddy.
PW2 : G. Janardhan Reddy S/o G.Konda Reddy.

2. List of documents marked for plaintiff :

Ex.P.1 : Promissory Note.
Ex.P.1(a) : Signature of defendant.
Ex.P.1(b) : Signature of P.W.2 on Ex.P.1.
Ex.P.2 : Legal Notice.
Ex.P.3 : Track Consignment.

3. List of witnesses examined for defendant:

-NIL-

4. List of documents marked for defendant:

-NIL-

Sd/-
(B.T Annapurneshwari)
Prl. Senior Civil Judge & CJM,
Raichur.