

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

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

Friday, this the 3rd (third) day of February, 2023

O.S.No.929 of 2022

Between:

Narra Ravindra, S/o.Narra Chenchu Ramaiah, Hindu, aged about 45 years, business, resident of flat No.101, West Gate Apartment, Chaitanyapuri colony, Vedayapalem, Nellore city, Mobile-9618406666.

...Plaintiff.

And:

Duvvuru Vijaya Bhaskar Reddy, S/o.D.Sri Ramula Reddy, Hindu, aged about 58 years, resident of Flat No.302, 3rd floor, West Gate Apartment, Chaitanyapuri colony, Vedayapalem, Nellore City. Mobile-9441372673

... Defendant.

This suit came before me for hearing in the presence of Sri S.Srinivasa Murthy, 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.6,23,750/- on the foot of promissory note dated 14/05/2021.

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

(a) On 14/05/2021 the defendant borrowed a sum of Rs.5,00,000/-from the plaintiff and in consideration thereof, he executed a demand promissory note in favour of the plaintiff on the even date agreeing to repay the same with compound interest at 18% per annum either to the plaintiff or to his order on demand. Thereafter the defendant did not make any payment inspite of repeated demands. The plaintiff got issued a legal notice to the defendant on 20/05/2022 and the said notice served on the defendant but the defendant neither the complied the demand nor issued any reply. The defendant is not an agriculturist and therefore he is not entitled to get any benefits under any of the 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, he was set *ex parte* on 09/12/2022.

4. On behalf of the plaintiff, Pw.1 was examined and Exs.A1 to A3 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.6,23,750/- 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 note. 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 note 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 note was 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 replica of the contents of the plaint. Through Pw.1, Exs.A1 to A3 were got marked. Ex.A1 is the suit promissory note dated 14/05/2021 executed by the defendant in favour of the plaintiff. Ex.A2 is the office copy of legal notice, dated 20/05/2022 issued to the defendant along with postal receipt. Ex.A3 is the served postal acknowledgment of the defendant. 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 Pw.1 and Exs.A1 to A3 remained unchallenged. Upon perusal of entire material available on record, it is unambiguously clear that the defendant having borrowed a sum of Rs.5,00,000/-from the plaintiff and failed to discharge the debt in spite of repeated demands and 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 be and hereby directed to pay a sum of Rs.6,23,750/- to the plaintiff with future

interest at 18% per annum on Rs.5,00,000/- from the date of suit till the date of decree and thereafter at 6% per annum on Rs.5,00,000/- till realisation.

Typed to my dictation by the Stenographer Grade-III, corrected and pronounced by me in the Open Court this the 3rd day of February, 2023.

**Principal Junior Civil Judge,
Nellore.**

**APPENDIX OF EVIDENCE
WITNESSES EXAMINED:**

For Plaintiff:

Pw.1 : Narra Ravindra

For Defendant:

Ex parte.

Documents marked on behalf of plaintiff:

Ex.A1	14/05/2021	Suit promissory note executed by the defendant in favour of the plaintiff.
Ex.A2	20/05/2022	Office copy of legal notice issued to the defendant along with postal receipt.
Ex.A3	--	Served postal acknowledgment of the defendant.

Documents marked on behalf of defendant:

NIL.

**Principal Junior Civil Judge,
Nellore.**