

O.S.697/2022
 Komatlapalli Sudhakar Chowdary Vs
 Yerramsetti Ramana

PJCJ-cum-JMFC Court
 Tanuku, Dt.29.11.2023

**IN THE COURT OF PRINCIPAL JUNIOR CIVIL JUDGE
 CUM
 JUDICIAL MAGISTRATE OF FIRST CLASS, TANUKU**

Present: Shree Sai Ram Potharlanka, PJCJ-cum-JMFC, Tanuku

Wednesday, Twenty Ninth Day of November, Two Thousand Twenty Three
 (29.11.2023)

Original Suit No.697 / 2022

Between:

Komatlapalli Sudhakar Chowdary,
 S/o.Satyanarayana, Male, Aged 44 years,
 Cultivation, Door No.1-13/1, Pasalapudi
 Village, Undrajavaram Mandal, West Godavari
 District.

...Plaintiff

A N D

Yerramsetti Ramana, W/o.Rama Krishna,
 Hindu, Female, Age 46 years, Business,
 Resident of Door No.3-10/1, Jammichettu
 Street, Madduru Village, Nidadavole Mandal,
 West Godavari District.

... Defendant

This suit came before me on 08.11.2023 for final hearing in the presence of Shree T.Nehru, Advocate for the Plaintiff, and the Defendant is set exparte and that this Court delivered the following:

J U D G M E N T

- 1) This is a suit filed for recovery of Rs.37,633/- (Rupees Thirty Seven Thousand Six Hundred and Thirty Three only) being the principal and interest due under a promissory note dt.04.09.2020 executed by the defendant in favour of the plaintiff for Rs.25,000/- agreeing to repay the same with interest at 24% per annum.
- 2) The brief facts of the plaint are as follows:-
 - a) It is submitted by the plaintiff that, the defendant borrowed an amount of Rs.25,000/- (Rupees Twenty Five Thousand only) from the plaintiff for the purpose of her family expenses and executed a demand promissory note on the even date i.e., 04.09.2020 in his favour agreeing to repay the said amount together with interest at 24% per annum either to the plaintiff or to his order whenever demanded.
 - b) The plaintiff demanded the defendant personally and through mediators to repay the debt due to him, but the defendant postponed the repayment on one pretext or the other. Then, the plaintiff got issued legal notice on 19.03.2022 demanding the defendant to discharge the promissory note debt and the

defendant refused to receive the said notice and returned to the sender on 21.03.2022 and the defendant did not choose to pay any amount to the plaintiff. Hence, the suit.

- 3) After registering the suit, summons were issued to the Defendant and the same was returned and subsequently summons were issued by way of publication in Prajasakthi District Edition, West Godavari, held sufficient service, but Defendant failed to attend before the Court and no representation on her behalf and hence she was set ex-parte on 28.04.2023.
- 4) Later, to establish his case the plaintiff got examined himself as PW1 by filing chief affidavit in lieu of chief examination by reiterating the same facts as stated in plaint and got exhibited the Original Promissory Note dt.04.09.2020 for Rs.25,000/- executed by the defendant in favour of the plaintiff as Ex.A1; True copy of Legal Notice dated 19.03.2022 as Ex.A2 and Unserved Postal cover as Ex.A3.
- 5) Heard arguments on behalf of plaintiff.
- 6) Now the point for consideration is:
“Whether the plaintiff is entitled for suit amount as prayed for?”
- 7) Answer:
 - a) To substantiate his case the plaintiff got examined himself as PW.1 by filing chief affidavit in lieu of chief examination and reiterated the same facts as stated in plaint. To support his contention he also exhibited Ex.A1 to Ex.A3.
 - b) On perusal of the chief affidavit of PW.1, he deposed reiterating the averments averred in the plaint on oath about the execution of Ex.A1 by the defendant in his favour after receipt of consideration. The evidence of PW.1 coupled with Ex.A1 to Ex.A3 establishes the version of plaintiff.
 - c) Now the burden shifts on to the defendant to disprove the contention of the plaintiff. But the defendant did not appear before this Court to contradict the version of the plaintiff even though summons were served on her. So, the failure on the part of defendant to contradict the version of plaintiff establishes that the claim of the plaintiff is true. As such the plaintiff is entitled for recovery of the amount as prayed for. The point is answered accordingly.

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ORDER

8) In the result, the suit is decreed with costs for a sum of Rs.37,633/- (Rupees Thirty Seven Thousand Six Hundred and Thirty Three only) with subsequent interest @ 6% p.a. from the date of suit till the date of realization on principal amount of Rs.25,000/- (Rupees Twenty Five Thousand only).

9) Prepare Decree accordingly.

Typed to my dictation by the Typist, corrected and pronounced by me in the Open Court on this the 29th day of November, 2023.

sd/- Sai Ram Potharlanka
Principal Junior Civil Judge-cum-
Judicial Magistrate of First Class
Tanuku

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF

PW.1: Komatlapalli Sudhakar CHowdary

FOR DEFENDANT

-None-

DOCUMENTS MARKED ON BEHALF OF PLAINTIFF:

Ex.A1 is Original Promissory Note dt.04.09.2020 for Rs.25,000/-

Ex.A2 is True copy of Legal Notice dated 19.03.2022

Ex.A3 is Unserved Postal cover

DOCUMENTS MARKED ON BEHALF OF DEFENDANT:

--Nil--

sd/- Sai Ram Potharlanka
PJCJ-cum-JMFC
Tanuku