

**IN THE COURT OF I ADDITIONAL JUNIOR CIVIL JUDGE
TANUKU**

**PRESENT: P.V.N.RANJIT KUMAR
I ADDITIONAL JUNIOR CIVIL JUDGE,
TANUKU.**

Friday, this the 25th day of August, 2023.

Original Suit No.698/2022

Between

Kovvuri Sri Lakshmi W/o Srinivasa Reddy, Female, Hindu, 42 years, House wife, Inam, Near D.No.2-123, Ramalayam Street, Juttiga, Penumantra Mandal, W.G.Dt.,

... **PLAINTIFF**

And

Karri Srirama Krishna Reddy, S/o Late Venkata Reddy, Male, Hindu, Poultry business, Aged 40 years, D.No.3-93, Matta Rameswaram, Penumantra Mandal, W.G.Dt.,

...

DEFENDANT

This Suit was coming on 23.08.2023 for hearing before me in the presence of **Sri G.Bhaskara Murthy and of Sri G.S.V.V.Prasad, Ld.** Counsels for the Plaintiff and the defendant having been set exparte, and upon hearing the Counsel for the Plaintiff and having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

01. This Suit filed by the Plaintiff against the Defendant for recovery of the Suit Promissory Notes amount of ***Rs.6,96,147/- [Rupees Six Lakhs Ninety Six Thousand One Hundred and Forty Seven only]*** being the Principal and Interest due on six Promissory Notes, dated 13.09.2021, 21.10.2021 & 15.11.2021 executed by the Defendant in favour of the Plaintiff agreeing to repay the same with interest at 18% per annum and for subsequent interest, and Costs.

02. The averments in the Plaint, in brief, are as follows:-

The Defendant borrowed an amount of Rs.5,90,000/-, (Rs.1,00,000/-, Rs.1,00,000/-, Rs.50,000/-, Rs.1,00,000/-, Rs.1,00,000/-, Rs.1,40,000/-) dated 13.09.2021, 21.10.2021 & 15.11.2021 for the purpose

of cultivation, agreeing to repay the same with interest at 18% p.a. at yearly compoundable rests to the plaintiff or her order on demand at Juttiga Village. In spite of repeated demands made by the plaintiff personally and through mediators to the defendant to discharge the debt due under the above said promissory notes, the defendant has been postponed the repayment on some pretext or the other. Thereafter, the plaintiff got issued a registered legal notices dt. 7.9.2022 to the defendant and all the said notices were returned unserved . Hence the suit.

03. After registering the suit, summons were issued to Defendant and served on him through Prajasakthi paper publication, but he did not enter his appearance and no vakalat filed on his behalf, thereby he set exparte on 11.05.2023.

04. On behalf of the Plaintiff, she herself examined as PW.1 and got marked Ex.A1 to A.8 only.

05. Heard the Counsel for the Plaintiff. Perused the material on record.

06. The Point for consideration is “***Whether the Plaintiff is entitled for the Suit Claim as prayed for ?***”

07. POINT:-

[a] To establish his contentions, Plaintiff had examined as PW.1 and got marked Ex.A1 to A8 only. She deposed in Chief Examination in accordance with her contentions. As the Defendant has remained Ex-parte, it can be said that the evidence of the PW.1 has remained undiscredited and unchallenged.

[b] It would be relevant to refer the documents relied upon by the Plaintiff under Exs.A1 to A8. Ex.A1 is the Original Suit Promissory Note, dated 13.09.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-, Ex.A.2 is the Original Suit Promissory Note, dated

13.09.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-, Ex.A3 is the Original Suit Promissory Note, dated 13.09.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.50,000/-, Ex.A4 is the Original Suit Promissory Note, dated 21.10.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-, Ex.A5 is the Original Suit Promissory Note, dated 15.11.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-, Ex.A6 is the Original Suit Promissory Note, dated 15.11.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,40,000/-, Ex.A.7 is the office copy of legal notice issued by the plaintiff dt.7.9.2021 along with three postal receipts, Ex.A.8 is the bunch of 3 original postal returned covers evaded by the defendants.

[c] Since the Defendant has remained ex-parte in the Suit, it can be said that an adverse inference can be drawn against him to the effect that he has admitted the case of the Plaintiff. Hence, it can be said that the Plaintiff is able to establish that Exs.A1 to A6 was executed by the Defendant and discharged his initial burden

[d] Therefore, by virtue of the unrebutted evidence of the PW.1 coupled with the Exs.A1 to A8, this Court concludes that the Plaintiff proved the execution of Suit Promissory Note under Exs.A1 to A6. Hence, the Plaintiff is entitled for the recovery of the Suit Claim, as prayed for, from the Defendant. Hence, the Point is answered in favour of the Plaintiff.

08. In the result, the Suit is decreed with Costs, directing the Defendant to pay the Plaintiff a sum of ***Rs.6,96,147/- [Rupees Six Lakhs Ninety Six Thousand One Hundred and Forty Seven only]*** with subsequent interest at 12% Per Annum from the date of filing of the Suit till the date of Decree, and thereafter, with future interest at 6% Per Annum

from the date of Decree till the date of realization on the Principal Sum of Rs.5,90,000/- (Rs.1,00,000/-, Rs.1,00,000/-, Rs.50,000/-, Rs.1,00,000/-, Rs.1,00,000/-, Rs.1,40,000/-) .

Typed to my dictation by the Stenographer Grade-II directly on Computer, corrected and pronounced by me in open Court, this the 25th day of August, 2023.

**Sd/- P.V.Naga Ranjit Kumar,
I ADDL.JUNIOR CIVIL JUDGE,
TANUKU**

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF

PW.1 : Kovvuri Sri Lakshmi

FOR DEFENDANT

NONE.

EXHIBITS MARKED

FOR PLAINTIFF

Ex.A1/-- Original Suit Promissory Note, dated 13.09.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-

Ex.A.2 /-- Original Suit Promissory Note, dated 13.09.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-

Ex.A3/-- Original Suit Promissory Note, dated 13.09.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.50,000/-

Ex.A4 /-- Original Suit Promissory Note, dated 21.10.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-.

Ex.A5 /-- Original Suit Promissory Note, dated 15.11.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,00,000/-

Ex.A.6/-- Original Suit Promissory Note, dated 15.11.2021 scribed and executed by the Defendant in favour of the Plaintiff for Rs.1,40,000/-

Ex.A.7/-- Office copy of legal notice issued by the plaintiff dt.07.09.2021 along with three postal receipts

Ex.A.8/-- Bunch of 3 original postal returned covers evaded by the defendants.

FOR DEFENDANT

-NIL-

**Id/- P.V.N.R.K.,
I AJCJ/TANUKU**