

**IN THE COURT OF THE I ADDL. CIVIL JUDGE(JUNIOR DIVISION),
GUNTUR.**

Present : Smt. Jagadeeswari Meesala,
I Addl. Civil Judge(Junior Division), Guntur

Tuesday, this the 18th day of August, 2026.

Original Suit No.738 of 2024.

Between:

Gumma Vijaya, W/o Ramaiah, age 55 years, R/o D.No.25-16-131,
2nd lane, Lakshminarayanapuram, Guntur.

... **Plaintiff.**

And

Peddi Raja Gopalam @ Rama Gopalam S/o Late China Kotaiah,
age 63 years, R/o Near sai Baba temple, Nagaya lanka, Krishna District.

... **Defendant.**

This suit is coming on before me for final hearing on 03.08.2026 in the presence of Sri R.N.Vamsi Krishna, Advocate for the Plaintiff and defendant remained *ex parte* and upon perusing the material on record and having stood over for consideration till this day, this court delivered the following:

J U D G M E N T

This suit is filed by the plaintiff for recovery of Rs.5,01,066/- together with interest @ 12% per annum from the date of suit till the date of realization, costs of the suit and other reliefs as deems fit in the circumstances of the case.

02. The averments of the plaint in nut shell are that :-

The defendant borrowed an amount of Rs.4,00,000/- on 10.03.2022 from the plaintiff for his family expenses by agreeing to repay the same with interest 12% per annum either to the plaintiff or his order on demand and the

defendant executed promissory note in favour of the plaintiff. In spite of repeated demands made by the plaintiff to the defendant, but the defendant did not discharge the suit debt amount and also the defendant paid deaf ear to pay the above said promissory note debt amount. Hence, the plaintiff is constrained to file the present suit.

3. The suit summons served to the defendant. In spite of service of summons, the defendant did not appear, hence right to file written statement is forfeited on 23.3.2026.

4. During the course of trial, the plaintiff was examined as P.W.1 and 2nd attester of promissory note was also examined as PW.2 and Ex.A1 is marked on behalf of the plaintiff.

5. Heard the learned counsel for the plaintiff. Perused the material on record.

6. Now the point that arises for determination is:

"Whether the plaintiff is entitled for suit claim amount as prayed for?"

POINT:

7. In order to prove the case the plaintiff, she deposed evidence as PW.1 by filing her chief examination affidavit, Ex.A1 is marked through her. PW1 in her evidence reiterating the contents of the plaint. The suit promissory note dated 10.03.2022 is marked as Ex.A1. Though, the defendant set exparte the plaintiff not automatically obtained relief as she claimed. She has to prove her contention by adducing the evidence. The PW.1 is plaintiff in the present suit supported her contention by adducing the evidence of herself as PW.1 and Ex.A1 and other witness PW2/Sriramulu Sivaiah, who is the 2nd attester of Ex.A1 deposed his evidence in the same lines of PW1.

8. This court minutely gone through the contents of the plaint, evidence of PW.1 and PW.2 contents of Ex.A1 and other material on record. After considering the material on record, it is clearly established from the material on record, that the defendant borrowed an amount of Rs.4,00,000/- under Ex.A1 from the plaintiff, inspite of repeated requests made by the plaintiff, the defendant has not repaid the amount to the plaintiff, therefore, the plaintiff is entitled for the relief as prayed by her.

9. On the other hand, inspite of having opportunity, the defendant did not appear before this court, nor filed his written statement, not contested the suit. It can be said that the defendant failed to discharge his burden. On considering the material on record, this court is of the opinion on one hand, the plaintiff proved her case, on the other hand, the defendant failed to disprove the case of the plaintiff, therefore, the plaintiff is entitled for the relief as prayed by her.

10. The material on record, clearly established that the defendant borrowed Rs.4,00,000/- covered under promissory note i.e., Ex.A1 with interest 12% per annum, the plaintiff claimed interest @ 12% per annum from the date of institution of the suit till the date of realization. As per Ex.A1 the agreed rate of interest is at the rate of 12% per annum. However, the plaintiff is entitled for interest at the rate of 12% per annum on the suit amount from the date of suit till the date of decree, thereafter, at the rate of 6% per annum from the date of decree till the date of realization on the principal amount.

11. In view of the facts and circumstances and other material on record, this court is of the opinion that this suit has merits and deserves to be allowed as discussed in the aforesaid paragraphs. Accordingly, this point is answered in favour of the plaintiff and against the defendant.

12. In the result, the suit is decreed with costs in favour of the plaintiff and against the defendant, directing the defendant to pay to the plaintiff suit amount of Rs.5,01,066/- together with interest @ 12% per annum from the date of suit till the date of decree and thereafter 6% per annum from the date of decree to till the date of realization on the principal amount Rs.4,00,000/-.

Typed to my Dictation by the Stenographer grade-III and corrected and pronounced by me in open court on this the day of 18th day of August, 2026.

sd/- M.Jagadeeswari,

**I ADDL. CIVIL JUDGE(JUNIOR DIVISION),
GUNTUR.**

Appendix of Evidence
Witnesses examined

For Plaintiff:

P.W.1 : G.Vijaya,

P.W.2 : Sriramulu Sivaiah.

For Defendant:

Exparte

Documents marked

For Plaintiff:

Ex.A1: Suit promissory note executed by the defendant in favour of the plaintiff for an amount of Rs.4,00,000/- dated 10.03.2022.

For Defendant: -NIL-

sd/- M.Jagadeeswari,

I A.C.J(J.D), GNT.

