

**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE
(JUNIOR DIVISION)
VISAKHAPATNAM**

Present: Smt. V.Ganga Bhavani
I Additional Civil Judge,
(Junior Division)
FAC Principal Civil Judge (Jr. Division)
Visakhapatnam

Tuesday, this the 17th day of December, 2024

O.S. No.1571 of 2022

Between:

Koidala Maha Veera Nanda Swamy, S/o late Suryanarayana,
Hindu, Aged 55 years, Residing at D.No.44-36-23,
Srinivasanagar, Akkayapalem, Visakhapatnam-16

... Plaintiff

And

01. Kolli Adilaxmi, W/o late Suribabu, Hindu, aged 60 years,
Residing at Door No.53-33-44, K.R.M. Colony,
Seethammadhara, Opp. C.M.R. House, Visakhapatnam.
(abated as died)

02. Kolli Manimala, W/o Ramesh, Hindu, Aged 43 years,
Residing at Door No.53-33-44, K.R.M. Colony,
Seethammadhara, Opp. C.M.R. House, Visakhapatnam.

03. Kolli Ramesh, S/o late Suribabu Hindu, Aged 50 years,
Residing at Door No.53-33-44, K.R.M. Colony,
Seethammadhara, Opp. C.M.R. House, Visakhapatnam.

...Defendants

This suit is coming on this day before me for final hearing in the presence of Sri G.B. Rao, Advocate for plaintiff and Defendant No.1 dismissed as abated on 31.10.2023 and defendants No.2 and 3 having been called absent and set exparte D2 on 23.12.2022 and D3 on 14.06.2023 and the matter 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 for recovery of Rs.67,973/-, being the principal and interest due on promissory note, dated 10.09.2019, executed by the defendants, in favour of the plaintiff for Rs.40,000/-, with interest at the rate of 24% per annum and for costs.

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

Defendants borrowed an amount of Rs.40,000/- from the plaintiff on 10.09.2019 and having received consideration by way of cash for the purpose of tap connection, they executed a demand promissory note on the even date at the residence of the plaintiff, agreeing to repay the said amount together with interest at the rate of 24% per annum to the plaintiff or his order, on demand. However, in spite of repeated demands and requests made by the plaintiff regarding the repayment of the said due amount on the promissory note, the defendants failed to repay anything either towards interest or principal amount and have been postponing the same on one pretext or the other. The defendants are not agriculturists or artisans and as such, they are not entitled for any of the benefits under the Debt Relief Acts. Hence, the suit.

3. The suit as against defendant No.1 is dismissed as abated on 31.10.2023. Though the summons were served on defendants No.2 and 3, they did not choose to enter appearance and hence, they were set *ex parte*.

4. In support of his case, the plaintiff got himself examined as PW.1 and got marked Ex.A1.

5. Heard. Perused the material on record.

6. Now, the point for consideration is 'whether the plaintiff is entitled to recover the suit amount from the defendants as prayed for?'

7. **POINT:-**

(i) According to the plaintiff, the defendants borrowed an amount of Rs.40,000/- from him on 10.09.2019 for the purpose of tap connection, by executing Ex.A1/promissory note, agreeing to repay the same with interest at the rate of 24% pa, but failed to repay the amount due under Ex.A1. In support of his case, the plaintiff got himself examined as PW.1 and got marked Ex.A1. In his affidavit filed in lieu of examination-in-chief, the plaintiff, as PW.1, has reiterated the plaint averments. He got marked Ex.A1 evidencing the suit transaction. As stated *supra*, defendant Nos.2 and 3 remained *ex parte*. Thus, the evidence of PW.1 remained unchallenged.

(ii) On considering the evidence of PW.1 coupled with Ex.A1, this Court is of the view that the plaintiff has established his case. Therefore, the plaintiff is entitled to recover the suit amount from defendant Nos.2 and 3 as prayed for. Accordingly, the point is answered in favour of the plaintiff.

8. **In the result**, the suit is decreed with costs, against defendant Nos.2 and 3, for an amount of Rs.67,973/-, with subsequent interest at the rate of 12% per annum, from the date of suit till the date of decree and thereafter, at the rate of 6% per annum on the principal amount of Rs.40,000/- till the date of realization.

Typed to my dictation, corrected and pronounced by me in open Court, on this the 17th day of December, 2024.

Sd/-Smt. V.Ganga Bhavani

I ADDL. CIVIL JUDGE (JD)
FAC PRL. CIVIL JUDGE(JD)
VISA KHAPATNAM

Appendix of Evidence
Witnesses Examined

For Plaintiff:

P.W.1: K.M.V.N.Swamy

For Defendants:

- *Ex parte.* -

Documents Marked

For Plaintiff:

Ex.A.1 is the Promissory note, dt.10.09.2019 for a sum of Rs.40,000/-.

For Defendants: Exparte

Sd/-Smt. V.Ganga Bhavani
I ADDL. CIVIL JUDGE (JD)
FAC PRL. CIVIL JUDGE(JD)
VISAKHAPATNAM