

IN THE COURT OF THE JUNIOR CIVIL JUDGE, DARSI

Present: Smt. G.V.L.Saraswathi,
Junior Civil Judge, Darsi.

Thursday, this the Third (03rd) day of August, 2023.

O.S.No. 314 of 2022

Between:

Dasari Ahanu Kumar @ Aharonu KUMar, S/o. Krupanandam, 68 years, Christian by religion, Business by profession, R/o. Christianpalem, Chowtapalem Road, Darsi Town, Darsi mandal, Prakasam District.

... **Plaintiff**

And

Munnangi Devid, S/o. Premaiah, 64 years, Hindu, Business, R/o. Christianpalem, Chowtapalem road, Darsi town and Mandal, Prakasam District.

... **Defendant**

This Suit is coming on **03.08.2023** for final hearing before me in the presence of **Sri M. Ramanjaneyulu**, Advocate for the Plaintiff, and of **Sri G.T. Shiva Sharma**, Advocate for defendant, and the matter having stood over till this day for consideration, and upon considering the entire material on record, 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 an amount of Rs.57,709/- being the principle and interest due under the suit promissory note dated 13.10.2019 for Rs. 34,000/- executed by the defendant in favour of the plaintiff payable with interest at 24% per annum on the principal amount and for costs of the suit.

2. The averments of the plaint is as follows :

The defendant borrowed an amount of Rs.34,000/- from the plaintiff dt. 13.10.2019 for his family expenses and executed a promissory note infavour of the plaintiff at Darsi village and Mandal, agreeing to repay the same along with interest at the rate of 24% per annum in the presence of witnesses. Subsequently the plaintiff demanded the defendant on several occasions to discharge the said amount, but the defendant neither to pay nor to gave any reply and postponing the same, hence the plaintiff constrained to filed the suit.

3. The defendant resisted the suit by filing a written statement. His case, in brief, is as follows:-

The defendant submitted that he never borrowed any amount from the plaintiff and he never executed the pronote infavour of the plaintiff, there is no necessity to him to borrow money from the plaintiff or from any others. The plaintiff forged the suit pronote with the help of his henchmen, to cause inconvenience and harassment to him. No consideration was passed by the plaintiff and not received by him, the plaintiff is put to strict proof of the borrowed of the amount by him from the plaintiff, he never put his signature in the promissory note.

4. He further submitted that the suit pronote is rank forged one, as he never borrowed any amount from any body much less from the plaintiff and he never executed any suit pronote including the suit pronote and the signatures in the suit pronote are contrary with each other. The plaintiff with his close associates created the promissory note and forged the signatures of the defendant and filed the false suit. The execution, passing of consideration and validity of the suit pronote is to be proved be proved by the plaintiff and total contents of the suit pronote is denied by the defendant. Thus this defendant is not liable to pay any amount much less the suit amount to the plaintiff. There is no cause of action or right of the suit for the plaintiff to file a suit against the defendant and prays to dismiss the suit with the costs of the defendant.

5. Based on the above pleadings, the following issues are settled for trial:-

1. Whether the suit promissory note is supported by consideration true, valid and binding on the defendant ?

2. Whether the plaintiff is entitled suit claim as prayed for ?

3. To what relief ?

6. In order to prove his case, the plaintiff himself examined as P.W.1 and got marked Exs. A1 i.e., Ex. A1 is the Promissory note dt 13.10.2019 executed by the defendant in favour of the plaintiff for Rs. 34,000/-.

7. On the other hand on behalf of the defendant none of the witnesses were examined, defendant evidence closed on 01.08.2023.

8. Heard the learned counsel for both parties and perused the material on record.

After going through the contents of both parties coupled with the evidence and documents, this court for the better appreciation of the case, it is not necessary to reproduce the entire oral or documentary evidence and it will discuss as and when require to the extent required.

ISSUE Nos. 1 and 2 :

9. To prove the case of the plaintiff, the plaintiff examined as PW1 and got exhibited Ex. A1 i.e., Suit promissory note dt. 13.10.2019, the hief contents are nothing, but replica of the plaint, while the cross examination of the PW1, the PW1 admitted, he received the entire debt amount covered in this case.

In view of the admission, the issues No. 1 and 2 are answered against the plaintiff.

ISSUE No. 3:

10. **IN THE RESULT**, the suit is **dismissed** without costs.

Typed to my dictation by the Stenographer Grade-III corrected and pronounced by me in Open Court, this the 03rd day of August, 2023.

**Junior Civil Judge,
Darsi.**

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Plaintiff

PW1 : D. Ahanu Kumar @ Aharonu Kumar - NIL -

For Defendant:-

Documents marked on behalf plaintiff:

ExA1 : Promissory note dt. 13.10.2019 executed by the defendant in favour of the plaintiff for Rs. 34,000/-

Documents marked on behalf of Defendant:

- NIL -

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**J.C.J.,
Darsi.**

// True copy //

**Junior Civil Judge,
Darsi.**

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Present: Smt. G.V.L.Saraswathi,
Junior Civil Judge, Darsi.

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O.S.No. 314 of 2022

Between:

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... Plaintiff

And

Munnangi Devid, S/o. Premaiah, 64 years, Hindu, Business, R/o. Christianpalem, Chowtapalem road, Darsi town and Mandal, Prakasam District.

... Defendant

This is a suit filed by the plaintiff against the defendant for recovery of an amount of Rs.57,709/- being the principle and interest due under the suit promissory note dated 13.10.2019 for Rs. 34,000/- executed by the defendant in favour of the plaintiff payable with interest at 24% per annum on the principal amount and for costs of the suit.

Cause of action :- Cause of action for the suit arose on 13.10.2019 when defendant borrowed an amount of Rs. 34,000/- from the plaintiff and got executed a promissory note in his favour on the same day at Darsi village and Mandal, Prakasam District and subsequently when the defendant failed to prove discharge the debt amount with interest in spite of repeated demands made by the plaintiff. The transaction of the suit pronote took place at Darsi village and Mandal. This Court has got jurisdiction to try the suit.

Valuation and Court Fee:- For the purpose of court fee and jurisdiction the suit is valued at **Rs. 57,709/-**, on which a court fee of **Rs. 2,546/-** is paid U/Sec. 20 of A.P.C.F. & S.V. Act.

Plaint presented on : **11.10.2022**

Plaint registered on : **15.10.2022**

This suit is coming before me on **03.08.2023** for final hearing in the presence of **Sri M. Rmanjaneyulu**, Advocate for the Plaintiff and of **Sri G.T. Shiva Sharma**, Advocate for the Defendant, and upon perusing the material available on record, and upon hearing the arguments and having stood over for consideration to this day, till this day, the court doth order and decree:-

- i) that the suit be and the same is here by dismissed; and;
- ii) that each party do bear their own costs.

(Plaintiff institutional costs taxed Rs. 2,548/-)

(CM & FC not filed by the defendant side)

Given under my hand and the seal of the court, this the **03rd** day of **August, 2023**.

**JUNIOR CIVIL JUDGE,
DARSI**

TABLE OF COSTS

	For Plaintiff Rs.	For Defendants Rs.
1. For Vakalat	2-00	
2. For Plaint Fee	2546-00	(CM & FC not filed)
3. Advocate fee	(CM & FC not filed)	
TOTAL	2,548 - 00	---

**J.C.J.,
DARSI**

***N.B. :-** The parties are hereby directed to take back the Exhibited documents and non-exhibited documents which are marked in the suit within one month time with an undertaking to produce the same as and when required by the court.*