

**IN THE COURT OF THE III ADDITIONAL CIVIL JUDGE (SENIOR DIVISION)
:: KAKINADA**

Present : Sri K.Mothilal

III Additional Civil Judge (Senior Division), Kakinada

Friday, this the 17th day of April, 2026

APPEAL SUIT No.207/2024

Between:

Karri Venkata Madhu Sudhana Reddy S/o Venkata Reddy, 51 years,
Business, R/o Sri Nagar, Kakinada.

...Plaintiff/Appellant

Vs.,

Yallaboina Srinivas S/o Apparao, 490 years, 2-23/1, Nemam Village, Kakinada
Rural Mandal.

...Respondent/Defendant

On appeal filed against the decree and Judgment dated 24.10.2024
passed in O.S.No.294/2021, on the file of Principal Civil Judge (Junior
Division), Kakinada.

Between:-

Karri Venkata Madhu Sudhana Reddy

.....Plaintiff

And

Yallaboina Srinivas

...Defendant

This appeal coming on 26.02.2026 for final hearing before me in the
presence of Sri Chinnam Saibaba Reddy, Advocate for the Appellant and of
Sri.Tummalapalli Satyanarayana, Advocate for the Respondent and having
heard the matter and stood over for consideration till this day, the Court
delivered the following:

JUDGMENT:

1. The plaintiff in the suit in O.S No.294/2021 on the file of learned
Principal Junior Civil Judge, Kakinada has preferred the appeal seeking to set

aside the judgment and decree of trial court dated 24.10.2024 whereby and whereunder the suit claiming for a money decree was dismissed.

2. Whereas, the respondent cum defendant has contested the appeal.

3. The appellant and respondent, hereinafter would be referred to according to their original positions of the suit, for the sake of convenience and clarity.

4. The case of plaintiff in a nutshell is that on 06.07.2019 the defendant, for the purpose of his business, had borrowed from him (plaintiff) a sum of Rs.9,00,000/-, while executing in his favour a promissory note on 06.07.2019 for 9,00,000/-, promising to repay the debt there under together with yearly compound interest @ 24% p.a either to him or to his order on demand to the holder in due course. In spite of repeated demands, the defendant did not choose to repay the promissory note debt even sing pie either towards interest or principal and dragging on the matter, leading to issuance of legal notice on 04.02.2021. Having received the notice, the defendant got issued reply notice on 09.03.2021 requesting to supply the copy of promissory note and the plaintiff got issued a suitable reply on 12.03.2021 along with copy of promissory note and thereafter, the defendant gave a false reply on 16.03.2021 but not comply the legal notice issued by plaintiff on 04.02.2021. Hence, the suit.

5. Whereas, the contest of defendant is that he never borrowed any amount from the plaintiff and the suit promissory note itself is a rank forgery and there is no creditor and debtor relationship in between him and the plaintiff. The attestors and scribe are henchmen of plaintiff and the plaintiff filed the suit only to harass him to get wrongful gain. Therefore, the suit is liable to be dismissed.

6. Upon the failure of plaintiffs and defendant to resolve the disputes, across the negotiating table by utilizing the benevolent provisions covered under Section 89 of C.P.C, the issues hereunder are framed by the trial court:

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

2. Whether suit promissory note is forged and fabricated document for the purpose of this suit?

3. Whether the plaintiff is entitled for recovery of suit amount as prayed for?

4. To what relief?

7. During the course of trial, the plaintiff has examined PWs 1 and 2 and got marked on his behalf Exs.A1 to Ex.A6. The defendant having been examined as DW1, got marked on his behalf Exs.B1 and B2.

8. The trial court having appreciated the evidence, has dismissed the suit claiming for permanent injunction.

9. Feeling aggrieved by the judgment and decree of the trial court in suit in OS No.294/2021 dt.24.10.2024, the plaintiff has preferred appeal on the following grounds.

1. The Judgment of trial court is contrary to law, weight of evidence and probabilities of the case.

2. The trial court should have decreed the suit with costs in favour of the plaintiff instead of dismissing the same in favour of defendant.

3. The trial court ought to have held that the defendant failed to establish their case by oral and documentary evidence and as the plaintiff proves

such the suit claim by marking the suit promissory note on his side and examining the witnesses.

4. The trial court ought to have held that the deposition of PW1, PW2 and documents marked on plaintiff's side is enough to prove his case.

5. The trial court ought to have held when the defendant pleaded that the suit promissory note is a rank forgery, heavy burden is on him to prove the same.

6. The trial court ought to have held that as the defendant failed to take steps for sending the signatures in the suit promissory note with admitted signatures from obtaining handwriting expert, the defendant failed to prove his case and such the suit ought to have been decreed in favour of the plaintiff and in this aspect, the trial court wrongly supported that the trial court judgment in paragraph No.10, which is against the provisions of law and the same shows that there is no application of mind by the trial court in coming to the conclusion that the suit promissory note is a rank forgery by comparing themselves with the signatures in the chief affidavit, written statement, acknowledgment and vakalat of the defendant.

7. The trial court compared the signatures themselves and erred in concluding that the suit promissory note is a rank forged document as there is no application of such kind was filed or pleaded by the defendant.

8. The trial court erred in concluding that the plaintiff failed to prove the suit promissory note.

9. The decree and judgment of trial court is not supported by reason, sound and established law.

10. The trial court failed to appreciate the oral and documentary evidence of the plaintiff.

11. The trial court casually dismissed the suit filed by the plaintiff without giving any strong reason for dismissing the suit.

10. Heard and perused the record including the written arguments of appellant/plaintiff.

11. Now the points that arise for determination in the appeal are;

1. Whether the plaintiff is entitled to recover the suit amount?
2. Whether the circumstances of appeal warrant interference with the judgment and decree of the trial court?

12. POINTS No.1 & 2: On perusal of pleadings of both parties, it appears that the both parties are known to each other and as per the evidence of PW1, he admitted that he filed a suit in OS No.1209/2021 on the file of II AJFCM, Kakinada for cancellation of settlement deed executed by defendant in favour of his mother. On the other hand, the defendant admitted in his evidence that he executed the said settlement deed in favour of his mother after receipt of summons issued by this Court. No doubt, the defendant executed a settlement deed in favour of his mother after filing of the suit. As there is no dispute with regard to suit in OS No.1209/2021, Ex.B1 i.e., served copy of plaint in OS 1209/2021 is need not be discussed at length and in addition to that the defendant got marked Ex.B2 i.e., settlement deed executed by him in favour of his mother on 22.10.2021 is also need not be discussed at length.

13. The plaintiff contended that the defendant borrowed an amount of Rs.9,00,000/- on 06.07.2019 for the purpose of his business and the defendant executed a promissory note for Rs.9,00,000/- on the same day by

agreeing to repay the same to the plaintiff with an interest @ 24% p.a and the defendant did not discharge the debt even after the plaintiff made several demands and finally, the plaintiff got issued a legal notice dated 04.02.2021 and the same was received by defendant on 06.02.2021 and issued a reply notice on 09.03.2021 with a request to supply copy of pronote and accordingly, the plaintiff again issued another notice on 12.03.2021 along with copy of promissory note and after receiving the same, the defendant again issued reply notice on 16.03.2021 with false averments. But the defendant did not discharge the debt. To prove the same, the plaintiff himself was examined as PW1 and deposed by reiterating the contents of plaint and got marked Ex.A1 to Ex.A6 i.e., Ex.A1 is suit pronote dated 06.07.2019 for Rs.9,00,000/-, Ex.A2 is legal notice dated 04.02.2021, Ex.A3 is delivery status of Ex.A2 notice, Ex.A4 reply notice dated 09.03.2021 issued by defendant, Ex.A5 reply notice issued by plaintiff along with copy of suit pronote dated 12.03.2021 and Ex.A6 reply notice issued by defendant after receipt of copy of pronote, dated 15.03.2021. On perusal of Ex.A1 to Ex.A6, it appears that the said documents are supporting the case of plaintiff. The averments mentioned in Ex.A2, Ex.A4 to Ex.A6 are nothing but respective pleadings of both parties in the plaint and written statement.

14. Even in the cross examination, PW1 deposed that he is doing construction business and he has deposed in or about 10 to 15 cases pertaining to recovery of money and he got acquaintance with the defendant through his friend by name Y.Seshu, who is a resident of Nemam Village and the source of consideration is out of business of real estate, construction and finance and the defendant executed Ex.A1 promissory note in the presence of attestors by names Rayaprolu Venkateswarlu, Mutyala Kalyana Kumar and scribe by name Garapati Ramarao and the copy of Ex.A1 is a printed proforma and to fill Ex.A1 contents, the defendant gave instructions to the

scribe and the said scribe subscribed his signature in Ex.A1 at the first instance.

15. The case of defendant is that by denying all the pleadings mentioned in the petition and further pleaded that he never borrowed any amount from the plaintiff as on 06.07.2019 for Rs.9,00,000/- for the purpose of his business and the suit promissory note is a ranked forged one and there is no relation as creditor and debtor in between them and the alleged attestors and scribe are the henchmen of plaintiff. To prove the same, the defendant himself was examined as DW1 and deposed by reiterating the contents of written statement and even in the cross examination, he deposed that he borrowed the amount from Bank by mortgaging the plaint schedule property and the said loan was discharged by him and he denied the signature in Ex.A1 as not that of him and he came to know about Ex.A1 only after receipt of notice issued by this court and he did not give any police complaint with regard to alleged forgery and he had phone conversation with the plaintiff for few times and the said conversation is with regard to transaction belong to his sister and he got acquaintance with plaintiff through his sister.

16. The case of defendant is that he never borrowed any amount under Ex.A1 and the Ex.A1 is a forged one and the same was created by plaintiff by colluding with other attestors and scribe. Here, to prove the plea of forgery, the defendant filed IA 1163/2024 on 29.07.2024 and along with the said petition, the defendant filed Ex.B2 settlement deed dated 22.10.2021 as the document with signatures which are to be compared with the disputed signature in Ex.A1 suit promissory note. The said IA 1163/2024 was dismissed on merits and during the dismiss of said petition, the lower court mentioned reason for dismissal are Ex.B2 signatures are not contemporary signatures for Ex.A1 signature for the reason that Ex.A1 dated 06.07.2019 and whereas, Ex.B2

was executed on 22.10.2021. So, the lower court taken the reason that in view of gap of two years in between Ex.A1 and Ex.B2, Ex.B2 signatures are no way considered as contemporary signatures for the disputed signatures under Ex.A1. While dismissing IA 1163/2024, the lower court also observed that Ex.B2 is a mere photo copy (though certified copy) and directed the defendant to file any other document i.e., documents involved with his signature in a bank from which, he obtained loan by mortgaging suit schedule property as a security and also the lower court mentioned as reason that as Ex.B2 signatures are not contemporary signatures, the same may not be accepted by the expert and also Ex.B2 cannot be considered as a suitable document for comparison with the disputed signatures of Ex.A1. However, the lower court did not consider Ex.B2 as a standard or contemporary for Ex.A1 and also not considered that Ex.B2 is a mere photocopy, which will not be accepted by the expert.

17. No doubt, the lower court dismissed the suit. The counsel for the appellant argued that the lower court did not consider Ex.B2 for comparison with the admitted signatures of Ex.A1 basing upon the grounds of not contemporary signatures and a mere photocopies. But, the lower court while passing the judgment, by invoking the power given under Section 73 of Indian Evidence Act, the lower court compared the signatures in between Ex.B2 and Ex.A1 and on such comparison, the lower court mentioned the reason that the letters of 'S' and 'r' apparently different from each other and on such observation, the lower court came to a conclusion that the signature in Ex.A1 is not that of the defendant. No doubt, the lower court not considered Ex.B2 as contemporary signature for Ex.A1 and also as Ex.B2 is a mere photocopy document. When the lower court discarded Ex.B2 as not suitable for comparison with disputed signature of Ex.A1, how the lower court depended on Ex.B2 to compare the signature with Ex.A1 by invoking powers under

Section 73 of Indian Evidence Act. Here, the lower court might have directed the defendant to submit the original copy of Ex.B2 but no such direction is given and also not given any direction to submit any other contemporary signatures before the Court. Even in the judgment, the lower court mentioned that the defendant filed IA 1163/2024 along with Ex.B2 but the lower court not considered the same. But, in the same judgment , the lower court invoked the powers given under Section 73 of Indian Evidence Act for comparison in between Ex.A1 and Ex.B2 which is already not considered by the lower court as suitable for comparison. Moreover, the lower court did not mention the reasons in the judgment why the lower court decided to compare the signatures in between Ex.A1 and Ex.B2 though as per orders of lower court in IA No.1163/2024, the same Ex.B2 is not considered as not contemporary signature and a mere photocopy. In such circumstances, the opinion formed by the lower court by invoking the powers under Section 73 of Indian Evidence Act is not acceptable for the reason that if at all the lower court feels that Ex.B2 is a suitable document consisting of full visible signature of defendant, it might have been sent the same to the expert and might have been obtained opinion of the expert to an extent that Ex.B2 is suitable for comparison or not. So, the opinion of the lower court is having no value where the said opinion was formed by discarding the possibility of getting expert opinion on the same documents.

18. In addition to the plaintiff, the plaintiff also examined 1st attesor of Ex.A1 by name Rayaprolu Venkateswarlu as PW2 and the said PW2 deposed that he does real estate business and he knows the plaintiff for the last 6 to 7 years and he was called by the defendant to act as attesor as he knows the defendant too for the last 5 to 6 years and the consideration passed under Ex.A1 was Rs.9,00,000/- which was lent by the plaintiff to defendant on 06.07.2019 and the consideration was in new currency notes of Rs.500/- in

18 bundles and he does not know the plaintiff obtained any security for the said debt or not and one Kalyan Kumar is another attesor and whereas, one Garapati Ramarao is a scribe of Ex.A1 and the entire transaction was took place in the house of PW1 and by that time, defendant was also present and he does not remember who signed after whom among the all signatories of Ex.A1 and also he does not remember in which language, the scribe and defendant subscribed their signatures. The lower court appreciated the evidence of PW2 and made observation that PW2 deposed as he does not know who signed at the first instance and also in which language, the scribe and defendant have subscribed their signatures and thereby, the presence of PW2 is doubtful. The said observation is not considerable for the reason that the evidence of PW2 shows not only about his presence but also about the presence of another attesor by name Kalyan Kumar and also the presence of scribe by name Garapati Ramarao. The evidence of PW2 shows that the transaction was took place in the house of plaintiff. The above observation made by lower court with regard to presence of PW2 is doubtful but a mere evidence with regard to who signed first and also the languages of signatures of defendant and scribe cannot be considered to an extent to throw away the entire execution of Ex.A1 promissory note.

19. The plaintiff filed the suit for recovery of money basing upon Ex.A1 promissory note dated 06.07.2019 for Rs.9,00,000/- and to prove the same, the plaintiff himself was examined as PW1 and also got marked Ex.A1 to Ex.A6. In addition to that the plaintiff also examined one of the attestors as PW2, who also supported the oral evidence of plaintiff as well as documentary evidence in all material aspects. The case of defendant is that Ex.A1 is a forged one and he filed IA 1163/2024, which was dismissed on merits with clear observations of lower court that Ex.B2 signature are not contemporary signatures for Ex.A1 and Ex.B2 is not suitable document to compare the

signatures for the reason that the said signatures are contained upon a mere photocopy. In the order of lower court in IA 1163/2024, the lower court directed the defendant to file or to submit the documents containing the signatures of defendant with the bank from whom, the defendant obtained loan by mortgaging the suit schedule property as a security. Even after there is a specific direction by the lower court, the defendant did not submit such bank documents before the lower court and even the defendant is not having knowledge about the reason for dismissal of IA 1163/2024, the defendant not filed such contemporary signatures including the original documents of Ex.A2 before the court for seeking the same relief of comparison etc.,. Here, the defendant has taken a mere plea of forgery without mentioning his style of writing in any paper or document under usual manner of course and also there is no specific in which letter of Ex.A1 appears as not that of him to strengthen his case of forgery.

20. In view of above discussion, it appears that the plaintiff established the case against the defendant as borrowed an amount of Rs.9,00,000/- from him on 06.07.2019 under Ex.A1 by way of oral evidences of PWs 1 and 2 and documentary evidence of Ex.A1 to Ex.A6. Though the defendant has taken a plea of forgery and the defendant failed to prove such plea and also the opinion formed by the lower court towards plea of forgery is not acceptable. Thus, on a careful examination of the entire evidence, the plaintiff has established his case, as such the plaintiff is entitled to recover the amount under the suit promissory note dated 06.07.2019 from the defendant. Consequently, the circumstances of appeal warrant inference with judgment and decree of the trial court. The points under discussion are answered accordingly.

21. In the result, the appeal is allowed, setting aside the judgment and decree of trial court dated 24.10.2024 rendered in the suit in OS 294/2021 on the file of Principal Civil Judge (Junior Division), Kakinada and thereby the suit is decreed with costs for Rs.13,12,416/- recoverable from the defendant together with interest @ 12% per annum on the principal sum adjudged from the date of institution of suit till the date of decree and thereafter @ 6% per annum until realization. Each party shall therefore do bear it's own costs.

Typed to my dictation to the Stenographer Gr-II, corrected and pronounced by me in the open Court, this the 17th day of April, 2026.

Sd/ Sri K.Mothilal
III Addl. Civil Judge (Senior Division)
Kakinada

APPENDIX OF EVIDENCE

No oral or documentary evidence is adduced on either side.

Sd/ Sri K.Mothilal
III Addl. Civil Judge (Senior Division)
Kakinada

Copy to the Principal Civil Judge (Junior Division), Kakinada.