

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

Present : Smt P. Gayathri,
Principal Civil Judge (Junior Division), Gudivada

Thursday this the 28th day of March, 2024

Original Suit Number : 301 of 2022

Between:

Addala Prameela, W/o Bala Kishore, aged about 30 Years, House-wife, R/o Srikalahasti Colony, Gudivada, Krishna District.

... Plaintiff

Vs

Chodisetty Uma Durga Prasad, S/o Parimala Babu, aged about 29 Years, R/o D.No.11/332, Beside Vijaya Durga Ammavari Temple, Neelamahal Road, Gudivada, Krishna District.

... Defendants

This suit is coming up before this Court on 25.03.2024 for final hearing in the presence of Sri K.Murali, the learned counsel for the plaintiff and Sri G.Rambabu, the learned counsel for the defendant, and upon hearing the counsel for the plaintiff and on perusing the material available on record this Court delivered the following:

J U D G M E N T

1. This suit is filed for recovery of money of Rs.2,53,600 (Rupees Two Lakhs Fifty Three Thousand and Six Hundred Only) being principal and interest due under suit promissory note dated 09.08.2021 executed by the defendant for Rs.2,00,000/- (Rupees Two Lakhs Only) agreeing to repay the same with interest @24% p.a with accrued interest and with costs from the defendants.
2. The averments of the plaint in brief are that on 09.08.2021 the defendant borrowed a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) for his family necessities agreeing to repay the same with interest of 24% per annum from the plaintiff and executed suit promissory note.
3. The plaintiff further submitted that later he demanded the defendant to repay the promissory note debt, he did not pay the same. On 20.08.2022, the plaintiff issued a legal notice to the defendant demanding to pay the

debt amount. On 29.08.2022, the defendant issued reply notice with false averments. Hence the suit.

4. Pursuant to the receipt of summons, defendant appeared before the Court. Defendant filed written statement by denying the material allegations made in the plaint and further submitted that the mother of defendant has borrowed only Rs.10,000/- from the plaintiff on 21.02.2022, at that time the plaintiff has deducted an amount of Rs.1,500/- and plaintiff has paid Rs.8,500/- and the said amount has to be paid by the mother defendant daily ie., Rs.100/- for a period of 10 days. At that time the plaintiff has obtained blank promissory notes from the defendant and his mother respectively by obtaining the signatures on them. He further submitted that his mother only due of Rs.2,500/- and she is ready to pay the same to the plaintiff. He further submitted that in order to gain wrongfully, the plaintiff fabricated the suit promissory note and filed this false suit and prayed to dismiss the suit.

5. Basing on the rival pleadings, this Court framed the following issues for trial:-

1. Whether the suit promissory note dated 09.08.2021 is true, valid and genuine and binding on the defendant ?

2. Whether the mother of the defendant has to pay only Rs.2,500/- to the plaintiff as claimed by the defendant?

3. Whether the plaintiff is entitled for suit claim as sought for ?

4. To what relief?

6. In order to prove her case, plaintiff got examined herself as P.W.1 and marked Ex.A1 to Ex.A3. The plaintiff also examined scribe of Ex.A.1 as P.W.2. To rebut the evidence of the plaintiff and in support of his defence, the defendant did not adduce evidence on his behalf and hence this court closed the evidence of defendant.

7. Heard the learned counsel for the plaintiff and the learned counsel for defendant and perused the records available and the evidence.

8. **Issue No.1** :-

In order to prove that the defendant borrowed amount from her, plaintiff got examined herself as P.W.1 by filing her affidavit in lieu of examination - in- chief by reiterating the contents of plaint and further deposed that on 09.08.2021 the defendant borrowed a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) from her agreeing to repay the same with interest @ 24% pa and executed the suit promissory note in the presence of attestors and scribe. She further submitted that despite repeated demands made by her, the defendant did not repaid the debt. Later, the plaintiff issued a legal notice to the defendant demanding to repay the debt amount, after receipt of the said notice, the defendant issued reply with false averments.

9. During her cross examination, she deposed that her house is sanctioned by the Government. She denied that the mother of defendant borrowed Rs.10,000/-. She denied that the defendant never borrowed Rs.2,00,000/- from her.

10. In support of her case, the plaintiff examined scribe of Ex.A.1 as P.W.2. P.W.2 in his affidavit filed in lieu of examination - in- chief deposed in similar lines as of plaintiff that the defendant borrowed amount from the plaintiff and executed promissory note in her favour.

11. During his cross examination, he deposed that he is running a medical shop. He used to open the shop from 8.00 a.m to 10.00 p.m. He deposed that he will go for lunch in the afternoon. He deposed that defendant is his customer. He denied that he had no acquaintance with the defendant. He denied that the defendant never borrowed any amount from the plaintiff. He

denied that he had filled up Ex.A.1 just prior to filing of the suit. He denied that no transaction took place in his presence.

12. The counsel for the defendant cross examined P.Ws.1 and 2, in their cross examination by the defendant nothing significant was elicited to disbelieve the version of P.W.1 and P.W.2.

13. The defendant did not adduce any evidence to rebut the evidence of the plaintiff and in support of his defence. Moreover he reported no evidence on his behalf.

14. On perusing of oral and documentary evidence present in hand, it is established that the defendant borrowed amount of Rs.2,00,000/- from the plaintiff under Ex.A1 promissory note and accordingly executed the same, agreeing to repay the same with interest at 24% p.a. on demand to the plaintiff. Ex.A1 promissory note clearly shows that the defendant borrowed amount of Rs. Rs.2,00,000/-. The learned counsel for the defendant failed to elicit any evidence in favour of the defendant during the cross examination of Plaintiff as P.W.1 and scribe as P.W.2 and there is no veracity in their evidence and their evidence remained un-shattered

15. Furthermore, the defendant, except for filing his written statement to prove that Ex.A1 was not executed by him, failed to adduce any evidence to rebut the testimony of P.W.1 and P.W.2.

16. The defendant did not come forward to prove his defence but stood away from the doors of the court just by filing the written statement, and he did not turn up to adduce any evidence or enter the witness box to speak about the facts known to him.

17. The Hon'ble Supreme Court of India in **Vidhyadhar Vs. Manikrao & Anr, AIR 1999 SC 1441, is pleased to hold that,**

“Mere pleading without any evidence has no value, and when a party does not appear in the witness box, averments made by such a party have no value.”

18. Thus, as per the law laid down by the Hon'ble Supreme Court of India in the above-referenced case, the defence of the defendant who failed to adduce evidence is nothing but a defence without proof. Hence, the defendant did not prove his defence by adducing cogent and relevant evidence and also failed to rebut the unshaken and unshattered testimony of P.W.1 and P.W.2.

19. As the defendant failed to rebut the case of the plaintiff and also to prove his case, and as per the evidence of P.W.1 and P.W.2 and available documentary evidence on record, the execution of Ex.A1 by the defendant is established. Thus, Ex.A1 is true, valid, and binding on the defendant and Ex.A.1 is genuine document. Accordingly, this issue is answered in favour of the plaintiff and against the defendant.

20. Issue no.2:

in view of foregoing discussion in issue no.1, it is manifest that the evidence of P.W.1 and P.W.2 remained unrebutted as the defendant did not adduce any evidence in support of his defence. Thus , the defence of the defendant that the mother of the defendant only has to pay Rs.2500/- (Rupees Two Thousand Five Hundred only) to the plaintiff is not supported by any evidence. Thus the defendant failed to prove his defence, hence it cannot be said that the defendant or his mother has to pay only Rs.2500/- (Rupees Two Thousand Five Hundred Only) to the plaintiff. This point is answered accordingly.

21. Issue No.3:

The plaintiff has amply proved that Ex.A.1 promissory note is supported by consideration and the defendant had executed it by examining herself as P.W.1 and also by examining the scribe of Ex.A.1 as P.W.2 and answered the defence taken by the defendant in his written statement. Thus the suit promissory note is valid and binding on the defendant.

22. The defendant only made allegation relating to non execution of Ex.A1 and passing of consideration under Ex.A1 and that he discharged the amount. The defendant did not take any steps to establish his defence and failed to produce any evidence i.e., oral or documentary in support of his case.

23. Thus the plaintiff is entitled to recover the amount mentioned in Ex.A.1 i.e., suit promissory note as per the terms contained therein and the defendant is not entitled to any relief as he has not adduced any evidence in this regard.

24. As far as the amount claimed towards interest is concerned Section 34 of C.P.C governs the law relating to interest. The said provision deals with grant of interest at three stages, firstly for the period prior to the institution of the suit, secondly from the date of suit to the date of decree and thirdly past decreetal period i.e. from the date of decree till the date of realization.

25. Therefore, as per Ex.A1 it is established that the defendant agreed to repay the suit debt at the rate of 24% per annum. This court is of the view that the plaintiff is certainly entitled for interest @ 24% per annum from the date of filing of the suit to till the date of decree and 6 % per annum from the date of decree to till realization of suit. Hence, this issue is accordingly answered in favour of plaintiff and against defendant.

26. **Issue No.4:-**

In the result, the suit is decreed with costs against the defendant for a sum of Rs..2,53,600 (Rupees Two Lakhs Fifty Three Thousand and Six Hundred Only) with future interest at 12% p.a. from the date of filing of the suit till the date of decree and thereafter at 6% p.a. till its realization on the principal sum of Rs.2,00,000/- (Rupees Two Lakhs Only).

Typed my dictation by Stenographer, corrected and pronounced by me in open court, on this the 28th day of March, 2024.

Principal Civil Judge (Junior Division),
Gudivada.

Appendix of evidence
Witnesses examined for

Plaintiff :

Defendant

P.W.1 : A.Prameela

-None-

P.W.2 : N.Uma Maheswara Rao

Exhibits marked for plaintiff

Ex.A1: Promissory note, dated 09.08.2021

Ex.A2: Office Copy of legal notice dated 20.08.2022

Ex.A3: Reply Registered Notice dated 29.08.2022

Exhibits marked for defendant

-Nil-

Sd/Smt P.Gayathri.,

Principal Civil Judge (Junior Division),
Gudivada..

//True copy//

PJCJ,GDV