

APKD160004472020



IN THE COURT OF JUNIOR CIVIL JUDGE, MYDUKUR

Present : **Sri S.Khaja Moinuddin**

Civil Judge (Junior Division), Mydukur

Wednesday, this the 17th day of December, 2025

Original Suit No. 159 of 2020

Neellipali Ramanjaneyulu, S/o Subbarayudu, aged about 35 years, Hindu, Police constable, residing at D.No.6/75, Parlapadu village, Rajupalem Mandal, Kadapa District.

... *Plaintiff*

Vs.

Shaik Ameer Basha, S/o Shaik Nadipi Hussain Peera, aged about 42 years, Hindu, RMP doctor, Residing at D.No.2/6, 2nd ward, Duvvur village and Mandal, Kadapa District.

... ***Defendant***

This suit is coming on 16.12.2025 for final hearing before this court in the presence of Learned Advocate Sri B.C. Madaiah for plaintiff and Learned Advocate Sri S.Siva Rama Krishna, for defendant and upon hearing on both sides and having stood over for consideration till this day, this court delivered the following:

J U D G M E N T

1. This is a suit filed for recovery of money a sum of Rs.2,29,300/- from the defendant based on promissory note dt.17.08.2018 said to have been executed by the defendant in favour of plaintiff for Rs.1,50,000/- and for costs of the suit.

2. The contents of the plaint in brief is as follows:

The defendant borrowed an amount of Rs.1,50,000/- from plaintiff for his family necessities on 17.08.2018 and executed promissory note in favour of the plaintiff on the same day agreeing to repay the same with interest at 24% P.A on demand either to the plaintiff or to his order. Thereafter, inspite of repeated demands made by the plaintiff, the

defendant failed to repay the amount due under suit promissory note. Hence, the plaintiff is constrained to file the suit.

3. The defendant filed his written statement by denying all the plaint averments and submitted that the defendant did not borrowed any amount of Rs.1,50,000/- from the plaintiff under suit promissory note on 17.08.2018, the defendant did not agreed to repay the same with interest and the defendant did not executed suit promissory note in favour of the plaintiff at any point of time. The plaintiff used to doing illegal activities through this defendant for his unlawful gain. The defendant used to give first aid treatment to the injured persons at the request of the police. Usually the Duvvur police called the defendant and provide the first aid to the injured persons in road accidents, incidents etc., when the plaintiff is working in the police station being a constable and acquaintance with the defendant for their police station purpose. The plaintiff was getting more income by doing illegal activities to shown the defendant. The plaintiff got obtained through person on M.Varun Kumar who is the broker of theft Vehicles without authorization. In respect of that the said M.Varun Kumar is due to the plaintiff. For such the plaintiff obtained a empty cheque from said M.Varun Kumar containing his signatures and thereafter the plaintiff filled up the empty cheque in the name of the defendant for Rs.1,50,000/- and caused for filed a criminal case in C.C.No.347/2019 against to such M.Varun Kumar and it is in pending before this court. Due to said reason there are ill feelings, disputes were arose between the plaintiff and defendant. In regard to that the plaintiff under influence being a police constable on the defendant and foricble obtained the signatures of the defendant in the promissory note. The defendant did not received any consideration under the suit promissory note. The suit promissory note is illegal, not valid and not binding on the defendant. Based on the illegal promissory note and filed the above suit with false allegations against the defendant for his

unlawful gain and harassing the defendant by threatening the defendant as a police constable with using his force. Then the defendant gave complaint to the SP, Kadapa to take necessary and disciplinary legal action against the plaintiff for doing illegal activities as well as obtained the suit promissory note with undue influence. The plaintiff did not demanded the defendant to pay the suit promissory note amount. It is invented by the plaintiff for the purpose of suit only. The plaintiff did not issued any legal notice prior to filing of the suit to the defendant because of the suit promissory note obtained under undue influence and illegal. This suit is not maintainable and the defendant has no any liability to pay the suit amount. The suit has not cause of action and it is invented by the plaintiff for the purpose of suit only. The alleged attestors and scribe in the suit promissory note are does not known to the defendant. They are the close friends of the plaintiff. There is no passing of consideration from the plaintiff to defendant under suit promissory note, dated 17.08.2018. Hence, prayed the hon'ble court to dismiss the suit.

4. Basing on the above rival pleadings, the following issues were settled for trial:

1. Whether the suit promissory note is true, valid and binding on the defendant?
2. Whether the pronote is not supported with consideration?
3. Whether the plaintiff entitled for suit claim as prayed for ?
4. To what relief?

5. During the course of trial on behalf of the plaintiff, plaintiff himself examined PW1 besides examining attestor of the suit promissory note as PW.2 and got marked Ex.A1. On behalf of the defendant, the defendant himself is examined as DW.1 and no documents are marked on behalf of the defendant.

6. Heard both sides. Perused the record.

- 7. Issue No.1 :** Whether the suit promissory note is true, valid and binding on the defendant?
- Issue No.2:** Whether the pronote is not supported with consideration?
- Issue No.3:** Whether the plaintiff entitled for suit claim as prayed for ?

Issue No.4: To what relief?

To prove the complicity of the case of the defendant, the defendant himself adduced evidence and the defendant filed his chief affidavit as DW.1 and reiterated the written statement averments. It is the case of the defendant in suit promissory note, the plaintiff obtained the signatures of the defendant without received any consideration under the suit promissory note. To substantiate his contention the defendant was examined as DW1. The learned counsel for the plaintiff cross examined DW1 and D.W. 1 admitted that the signature in Ex.A.1 is belongs to him and such signature obtained by him by using force and he did not acquired any properties from the plaintiff as benami to him and he did not mentioned in his complaint in C.C.No.347/2019 on the file of this court filed against M.Varun Kumar as he was acted as benami for plaintiff's so that M. varun Kumar issued a cheque is his favour in that case. After execution of Ex.A.1 to before filing of this suit he preferred a report to Duvvur P.S against the plaintiff as plaintiff obtained his signature in Ex.A.1 by using force and plaintiff used to him for illegal activities, but the police did not received his complaint as the plaintiff is working police constable and he did not issued legal notice to the plaintiff through his counsel from the date of Ex.A.1 to till filing of this suit, but the said same facts was not mentioned either in his written statement or in his chief affidavit. He do not know whether the case was registered against the plaintiff or not base upon his report preferred before the S.I and he did not

mentioned in his report preferred against plaintiff as plaintiff induce him for providing treatment and using illegal activities for wrongful gain and he mentioned in his report before SP as plaintiff being a public servant lend the money without consent of superior officer. D.W.1 denied the suggestion posed by the plaintiff counsel.

08. To prove the case of the plaintiff, the plaintiff himself examined as PW1 who reiterated the averments of the plaint in his chief affidavit by stating that defendant borrowed Rs.1,50,000/- and executed Ex.A1 promissory note in his favour on 17.08.2018 in the presence of attestors. Later failed to repay the promissory note amount on repeated demands made by the plaintiff. The learned counsel for the defendant suggested to PW.1 that he got phone call from S.I of Kushayaguda Hyderabad in regard to thefted vehicles and lodging in FIR in the name of one Varun Kumar and also suggest to PW.1 he did not lend Ex.A.1 amount to defendant and the agreement between the defendant and one Varun Kumar is the one of this Ex.A.1 and also suggested to plaintiff based on the defendant complaint his superior officer did not warn defendant and his superior officer taken action against PW.1 and suggested that he did not lend Ex.A.1 amount to defendant and he filed a false case against him and harassed him due to he was working in police department and he obtained the signature of defendant in Ex.A.1 forcibly. But the above suggestions were denied by PW.1. In support of case of the plaintiff, the plaintiff got examined the attestors of suit promissory note as PW2, whose evidence is corroborating with the evidence of PW1. The learned counsel for the defendant suggested to PW.2 at length, but the said suggestions were denied by PW.2. The learned counsel for defendant does not elicit any useful information from the cross examination of PW1 and PW.2 except putting suggestions, which were denied by the witnesses. It is well settled law that "*suggestive questions cannot be held evidence of fact if denied*". On perusal of the

evidence and in cross examination of defendant, the defendant is admitted about his signature in Ex.A1/ suit promissory note is belongs to him, but the main contention of the defendant is that he did not received the consideration amount under Ex.A.1 and filed this false suit as Ex.A.1 is obtain under undue influence/force, but the defendant did not produce any cogent and convincing documentary evidence before this court in proof of forced used by the plaintiff to obtain signature as no consideration is passed under Ex.A.1 so that Ex.A.1 is forged one and no legal steps is taken in that regard.

9. Evidence of PW.2 are corroborating and supporting the version of PW.1 as defendant executed Ex.A.1 promissory note after receiving consideration amount. The evidence of PW.1 and PW.2 are unshaken, stick on their version even by cross examination by defence counsel. More over the defendant admitted in his cross examination that the signature in Ex.A.1 is belongs to him, but did not receive the consideration amount under Ex.A.1. Further even defendant preferred complaint against before the police station against the plaintiff as Ex.A.1 is ranked forged one and obtain by using force without consideration and for other allegation made against the plaintiff, but did not produced any cogent record to prove the contention of defendant of his version though legal steps taken and initiated against plaintiff as per the version of defendant as plaintiff obtained the signature of defendant without passing consideration and Ex.A.1 is created by plaintiff with active collusion of attestor and obtained Ex.A.1 by using force and though the defendant knowing all of these incident to show as taken such legal steps taken against the plaintiff and for his case but such record was not placed before this court and not marked as exhibits. Except Defendant himself examined as D.W.1 and to deposed in his cross examination as preferred a report to the S.I of Police and also SP, Kadapa but no record was produced and same was not marked as exhibit in support of his contention

and no other evidence adduced on his behalf to disprove the contention of plaintiff and to prove the contention of his case.

Though the defendant took many pleas as contended in his written statement and chief affidavit and some other pleas as submitted while the time of arguments as plaintiff is doing illegal business through the defendant for his wrongful gain and obtain signatures in Ex.A.1 by using force and as defendant preferred a report before the police official against the plaintiff, but to prove the same defendant did not file a scrap of paper/ document on his behalf and except evidence of D.W.1 not adduce any other evidence on his behalf to prove his contention and also did not explain the reasons/ grounds what circumstances prevented to defendant to prove his contention by filing such copy of document and to be marked. More over defendant himself admitted that as he preferred the report against the plaintiff before police official after filing of this suit, if really Ex.A.1 is obtained by using force then what prevented to defendant to take legal action against the plaintiff from the date of execution of Ex.A.1, defendant himself admitted that he did not issue any legal notice through his counsel in regard to his contention as no consideration is passed under Ex.A.1 and Ex.A.1 is obtained by using force. Defendant also admitted as he mentioned in his written statement and chief affidavit as the police official obtained medical certificate from him but deposed in his cross examination as he did not file the copy of his medical registration certificate and he did not appear before the court to give evidence of his medical certificate as render treatment to injured person and criminals in criminal cases, which it all shows the conduct of the defendant itself is doubtful.

Though the defendant counsel argued that as public servant without consent could not initiate any civil and criminal cases as in this case plaintiff also not obtained any such consent to initiate the civil case against the defendant from his superior officer, so that the suit is not maintainable,

but in support of his such plea is not filed either in any circular/G.O/CCA rules/Judgment **precedent** to show under which provision he pleaded such contention as government servant could not initiate civil case unless prior sanction/ consent of their superior. More over such plea was not pleaded in is written statement and chief affidavit of defendant, without plea and evidence has no value as a settled law. Once defendant admitted the signature of Ex.A.1 is belongs to him, then drawn presumption as discussed above.

10. Once, execution of the promissory note is proved, the presumption under Section 118(g) of Negotiable Instrument Act would arise that it is supported by consideration. Of course such presumption is rebuttable. Once execution of the instrument is admitted or proved, then the presumption comes into play that it was made for consideration. Then the burden shifts to the defendant and he failed to prove his plea and this burden can be discharged by adducing direct evidence or circumstances evidence or relying upon presumptions of fact under Section 114 of the Evidence Act or other similar provisions of law raising presumption of fact in his favour but in this case already discussed above that the defendant failed to establish his case against the plaintiff.

11. Hence, basing on the discussion stated above, the plaintiff by examining himself as PW.1 and attesor of Ex.A1/promissory note as PW.2 are supported the version of PW.1 and PW.1 is proved his case. Hence, it could be safely concludes that the suit promissory note is true, valid and binding on the defendant and the consideration is passed to defendant under Ex.A.1 promissory note from plaintiff. Hence the plaintiff is entitled of suit amount. Accordingly, these issues were answered in favour of plaintiff.

12. Issue No.3: To what relief?

In the result, suit is decreed for a sum of Rs.2,29,300/- in favour of the Plaintiff against the Defendant and with subsequent interest @ 12% per annum on the principal amount of Rs.1,50,000/- from the date of suit to till the date of decree and with subsequent interest at 6% per annum on the principal amount of Rs.1,50,000/- from the date of decree to till the date of realization and with costs.

Typed to my dictation by the Stenographer Gr.III, corrected and pronounced by me in the open court this the 17th day of December, 2025.

**Sd/- S.khaja Moinuddin,
Civil Judge (Junior Division),
Mydukur**

**APPENDIX OF EVIDENCE
WITNESSES EXAMINED FOR:**

Plaintiff:

PW1: Neelipalli Ramanjaneyulu
PW2: Thimmareddy Raja Sekhar Reddy.

Defendant:

DW1: Shaik Ameer Basha.

Exhibits marked on behalf of plaintiff:

Ex.A1: Original promissory note, dt.17.08.2018 executed by defendant in favour of plaintiff for Rs.1,50,000/-.

Exhibits marked on behalf of Defendant: NIL

**Sd/- S.khaja Moinuddin,
Civil Judge (Junior Division),
Mydukur**

O.S.No.159/2020, dated 17.12.2025

Plaint presented on: 20.11.2020

Plaint filed on:21.11.2020

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Present : **Sri S.Khaja Moinuddin**

Civil Judge (Junior Division), Mydukur

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The value of the suit for the purpose of Court fee and jurisdiction on pronote is Rs.2,29,300/- on this the court fee of Rs.4,726/- is paid Under Section 20 of APCF and SV Act.

This suit coming on this day for disposal before me in the presence of Sri B.C.Madaiah, Advocate for the plaintiff and Sri S.Siva Rama Krishna, Advocate for the defendant and this court doth order and decree is as follows:

- 1) That the defendant do pay to the plaintiff a sum of Rs.2,29,300/- with subsequent interest at 12% per annum on the principal amount of Rs.1,50,000/- from the date of suit to till the date of decree and with subsequent interest at 6 % Per annum on the principal amount of Rs.1,50,000/- from the date of decree to till the date of realization.
- 2) That the defendant do also pay to the plaintiff a sum of Rs.13,607/- being the cost of the suit and the defendant do bear his own costs of Rs. Nil (Cost memo not filed) being the costs of the suit.

Given under my hand and the seal of the court, this the 17th day of December, 2025.

Sd/- S.KhajaMoinuddin

**CIVIL JUDGE (JUNIOR DIVISION)
MYDUKUR**

Memorandum of Costs:

	Plaintiff	Defendant
Stamps on Plaint (C.F.)	4,726-00	--
Stamps on Vakalath	2-00	--
Stamps on B. Memos	200-00	--
Typing charges	100-00	(Cost memo not filed)
Advocate's fee	8,579 -00	--
Total:	Rs.13,607-00	NIL

Id/ - S.K.M
CIVIL JUDGE (JUNIOR DIVISION)
MYDUKUR.

Note: The parties shall apply as soon as possible for return of all the documents which they may wish to preserve, as all the documents will be destroyed after three years from the date of decree.