

IN THE COURT OF THE JUNIOR CIVIL JUDGE:: VINUKONDA

Present : A. Thousheed Hussain,

Junior Civil Judge.

Dated, this the 18th day of January, 2023

O.S.No.124/2019

Between

Muthineni Bala Kotaiah S/o Ramulu R/o D.No.1-124, Main Road,
Nilangavaram post, Vinukonda Mandal.

.... Plaintiff

AND

Dara Chennaiah S/o Jaipaul, R/o D.No.1-305, SC Colony
Nilangavaram post, Vinukonda Mandal.

....Defendant

This suit coming on 02.01.2023 before me for final hearing in the presence of Sri M.Ganeswararao Advocate for Plaintiff and Sri K.Chennakesava Reddy Advocate for the defendant and having stood over for consideration till this day, this court delivered the following :-

J U D G M E N T

1) The suit is filed for recovery of sum of Rs.1,39,472/- with costs and with future interest at 24% p.a against the defendant basing on suit promissory note dated 02.05.2017 for an amount of Rs.91,000/-.

2) The case of the plaintiff as set out in the plaint as follows :-

The defendant herein borrowed a sum of Rs.91,000/- on 02.05.2017 for his agricultural expenses and executed a demand promissory note in favour of the plaintiff agreeing to repay the same with interest at 24% p.a. on demand of plaintiff, In spite of repeated demands made by the plaintiff in personally and through mediators, the defendant failed to discharge the debt. Finally on 15.07.2019 the plaintiff got issued legal notice to defendant but the defendant failed to discharge the debt due under the suit promissory note. Hence the plaintiff was constrained the present suit.

3) After receiving the summons, the defendant filed the written statement, denied the averments of the plaint and submitted that the defendant is an agriculturist and he used to borrow money from the plaintiff in that juncture the plaintiff obtained blank pronote with thumb impression only. Later the defendant

paid the amount to the plaintiff but the plaintiff did not return the pronote and after some time disputes arose between the plaintiff and defendant regarding interest. Thereafter the defendant borrowed amount from others. So the above reason the plaintiff kept in mind and prepared the false promissory note and filed this suit for wrongful gain and the defendant never borrowed above amount from the plaintiff. The attestors and scribe are the strangers to the defendant. The plaintiff belongs to TDP and the defendant belongs to YSR Congress party. The plaintiff demanded the defendant to cast his vote in favour of TDP but the defendant refused the same. Keeping the above matter in mind after the elections the plaintiff filed this false suit for wrongful gain and the defendant immediately after receipt of the legal notice met the plaintiff personally and questioned the plaintiff about the issuance of registered legal notice at that time the plaintiff assured the defendant that he will not file any suit against the defendant. Believing the words of the plaintiff the defendant did not issue reply notice and the defendant is an agriculturist and a small farmer and the plaintiff claimed 24% interest per annum and the defendant is not entitled for the debt relief and the rate of interest may be scaled down and the defendant has no due to the plaintiff and he never borrowed above amount and he has no necessity to pay the amount to plaintiff and plaintiff filed this false suit for wrongful gain and thus prays to dismiss the suit with costs.

4) Basing on the above pleadings the following issues have been framed for trial:

- 1) Whether the suit pronote dt.02.05.2017 is true, valid and binding on the defendant and supported with consideration?**
- 2) Whether the plaintiff is entitled for suit amount as prayed for?**
- 3) To what relief ?**

5) During the course of trial, the plaintiff himself examined as PW.1, and got marked Ex.A.1 to Ex.A3. The attestors and scribe of suit promissory note was examined as PW.2 to PW.4. On the other hand, defendant himself examined as DW.1 and no documents were marked on his behalf.

6) Heard the plaintiff and defendant. Perusal of the record.

7). **ISSUE NO.1 :-**

It is the contention of the Plaintiff that, the defendant borrowed an amount of Rs.91,000/- from the Plaintiff on 02.05.2017 for his family expenses and in evidencing that, the defendant executed the suit a promissory note in favour of plaintiff and agreeing to repay the same with interest at 24% p.a., Subsequently, inspite of repeated demands made by the Plaintiff, the defendant failed to discharge the debt. Whereas, the defendant contended that, plaintiff obtained blank promissory note from him and subsequently some disputes regarding interest and for the amount borrowed by him and he repaid the amount to the plaintiff and disputes arose regarding political party between them. Hence, the defendant prays to dismiss of the suit with costs.

8. To prove his case, the Plaintiff himself examined as PW.1. he categorically stated that the defendant borrowed an amount of Rs.91,000/- from the Plaintiff on 02.05.2017 for his family expenses and in evidencing that, the defendant executed Ex.A1 promissory note and agreeing to repay the same with interest at 24% p.a. Subsequently, inspite of repeated demands made by the Plaintiff, the defendant failed to discharge the debt. P.w.1 denied the suggestion that was put by the counsel for defendant that, he obtained blank promissory note from the defendant and filed this suit. PW.1 also examined attestors and scribe of the Ex.A1 promissory note as PW.2 to PW.4. PW.2 to PW.4 filed their chief examination affidavit and stated that defendant has borrowed the amount under Ex.A.1 and executed Ex.A1 in favour of PW.1. PW.2 and PW.3 attested the Ex.A1 promissory note. PW.4 scribed the Ex.A1 pronote. Nothing was elicited during the cross examination of PW.1 to PW.4 to disbelieve the testimony with regard to the execution of Ex.A1 suit promissory note by the defendant after receiving cash consideration to the plaintiff. So, I find no reasons to deny the evidence of PW.1 to PW.4 and Ex.A.1 suit promissory note. So, the evidence of PW.1 to PW.4 and Ex.A1 clearly establishes that Ex.A1 is true and valid and supported with consideration.

10. In order to prove the contention of the defendant, the defendant himself examined as D.w.1 and no documents were marked on his behalf. In his chief examination, he reiterated the contents of his written statement. The Defendant contended that plaintiff obtained blank promissory note from him and filed this false

suit for wrongful gain D.w.1 in his cross examination clearly admitted that the thumb impression in Ex.A1 belongs to him. He borrowed Rs.50,000/- from plaintiff and executed Ex.A1, from this it is clear that he borrowed amount from the Plaintiff and executed the suit promissory note. But he did not adduce any oral evidence to prove his contention that he borrowed Rs.50,000/- only from the Plaintiff to prove his contention. Moreover, no prudent man will keep quiet without obtaining any receipt from the Plaintiff for payment of amount. So, the contention of the defendant is only bare allegation and not supported by any documentary or oral evidence, hence, the contention of defendant is not sustainable and not believable. In view of the above discussion, I am of the opinion that the Plaintiff proved the execution under Ex.A1 suit promissory note whereas the Defendant failed to prove his contention. Accordingly this issue is answered in favour of the plaintiff against the defendant.

15. **ISSUE No.3 :**

As stated supra in issue No.1, the plaintiff proved the execution of Ex.A1 by the defendant, when once the Ex.A1 has proved by the plaintiff certainly he is entitled to recover the suit promissory note amount from the defendant. Accordingly this issue is answered in favour of the plaintiff against the defendant.

11) **ISSUE No.4:**

In the result, the suit is decreed with costs, against the defendant for an amount of Rs.1,39,472/- with subsequent interest at the rate of 12 percent per annum from the date of the suit till the date of decree and thereafter at 6 percent per annum from the date of decree till the date of realization on the principal amount of Rs.91,000/-

Dictated to the Personal Assistant, transcribed by her, corrected and pronounced by me in the open court, this the 18th day of January, 2023.

Sd/- A.Thousheed Hussain
**JUNIOR CIVIL JUDGE,
VINUKONDA.**

Appendix of evidence
Witnesses examined for

PLAINTIFF

PW.1: M.Bala Kotaiah
PW.2: M.venkata narayana
PW.3: K.Anjaiah
PW.4: P.China Hanumantharao

DEFENDANT

DW.1 Dara Chennaiah

Exhibits marked for

PLAINTIFF

Ex.A.1: Original promissory note executed by the defendant in
favour of the plaintiff for Rs.91,000/- dt.02.05.2017
Ex.A2: Office copy of registered legal notice
Ex.A3: postal receipt

DEFENDANT **NIL**

Sd/- A.Thousheed Hussain
J.C.J

IN THE COURT OF THE JUNIOR CIVIL JUDGE:: VINUKONDA

Present : A. Thousheed Hussain,
Junior Civil Judge.

Dated, this the 18th day of January, 2023

O.S.No.124/2019

Between

Muthineni Bala Kotaiah S/o Ramulu R/o D.No.1-124, Main Road,
Nilagangavaram post, Vinukonda Mandal.

.... Plaintiff

AND

Dara Chennaiah S/o Jaipaul, R/o D.No.1-305, SC Colony
Nilagangavaram post, Vinukonda Mandal.

....Defendant

The suit is filed for recovery of sum of Rs.1,39,472/- with costs and with future interest at 24% p.a against the defendant basing on suit promissory note dated 02.05.2017 for an amount of Rs.91,000/-.

Plaint presented on : 23.07.2019

Plaint filed on : 23.07.2019

Cause of action:- The cause of action for the suit arose on 02.05.2017 at Neelagangavaram Village, Vinukonda Mandal where and when the suit promissory note was executed within the jurisdiction of this court.

Valuation:- For purpose of court fees and jurisdiction, this suit is valued at Rs.1,39,472/- on which a court fee of Rs.3826/- is paid U/s.20 of APCF and SV Act,1956.

This suit is coming on 02.01.2023 before me for final hearing in the presence of Sri M.Gnaneswararao Advocate for Plaintiff and Sri K.Chennakesava Reddy Advocate for the defendant, upon perusing the material on record, upon hearing the arguments on both sides and having stood over for consideration till this day, this court doth order and decree;

1. that the suit be and the same is hereby decreed;
2. that the defendant do pay to the plaintiff a sum of **Rs.1,39,472/-** with subsequent interest at the rate of 12 percent per annum from the date of the suit till the date of decree and thereafter at 6 percent per annum from the date of decree till the date of realization on the principal amount of Rs.91,000/- and
3. that the defendant do also pay to the said plaintiff a sum of **Rs.3,828/-** towards costs of the suit.

Given under my hand and seal of the court, this the 18th day of January, 2023

Sd/- A.Thousheed Hussain

**JUNIOR CIVIL JUDGE,
VINUKONDA.**

TABLE OF COSTS

	<u>For Plaintiff</u>	<u>For Defendant</u>
Stamp on Vakalat	2-00	2-00
Stamp on plaint	3,826-00	
Stamp on process	--	
Stamp on petition	--	
Advocate Fee	--	5884-00
Type & writing Charges	--	
Total	<u>3,828-00</u>	5886-00

** CM & FC not filed by plaintiff. Hence, the institution costs.

Sd/- A.Thousheed Hussain
J.C.J.

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 under taking to produce the same as and when required by the court.