IN THE COURT OF PRINCIPAL CIVIL JUDGE (JUNIOR DIVISION): MACHILIPATNAM:

Present: **Smt.P.S.SUDHA,**
Principal Civil Judge (Junior Division),
Machilipatnam.

Thursday, this the 20th day of November, 2025

O.S.No.571/2022

Between:

Nemalikanti Jaya Lalitha, w/o Srinivas, age 50 years, House wife, r/o D.No.13-328-1, Nizampet, Machilipatnam, Krishna district.

... Plaintiff.

AND

Ghantasala Sitarama Krishna Mohan, age 55 years, Sr.Asst.Tahsildar office, Challapalli, Challapalli Mandal, Krishna district.

... Defendant.

This Suit has come up before me on 13.11.2025 for final hearing in the presence of Sri Ch.V.Phani Kesava Rao, Advocate for the Plaintiff and of Sri P.V.Venkateswara Rao, Advocate for the Defendant and the matter having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

This is a suit filed by the plaintiff against the defendant, for recovery of a sum of Rs.1,01,500/-, with subsequent interest at 12% per annum from the date of filing of the suit, till realization and for costs of the suit.

2. The brief averments of the Plaint are as follows:-

that the defendant borrowed an amount of Rs.1,00,000/- from the plaintiff on various dates i.e., on 02-08-2021 an amount of Rs.25,000/- by way of phone pay in three times, total-Rs.75,000/- and again on 03-08-2021 an amount of Rs.25,000/- by way of account transfer from the account of the plaintiff i.e., IDFC First Bank bearing A/c No.10067918305 to the defendant account and thus, the defendant totally borrowed an amount of Rs.1,00,000/- from the plaintiff and it was orally agreed to repay the same together with interest at 12% per annum to the plaintiff, but no documents were executed to that effect. Subsequently, inspite of repeated demands made by the plaintiff, the defendant did not choose to repay any amount. Then, he got issued a legal notice to the defendant on 24-08-2022, demanding him to repay the amount and the said notice was received by the defendant and issued a reply notice on 07-09-2022, to the plaintiff with all false and untenable allegations. However, he did not choose to repay any amount either principal or any interest. Hence, the suit.

3. <u>The brief averments of Written Statement filed by defendant, are as follows</u>:-

that he denied all the plaint averments as not true and correct and further contended that he borrowed Rs.75,000/- only from the plaintiff, through the account of the plaintiff to his account, without interest. Later, on 13-09-2021, he sent an amount of Rs.30,000/- through ICICI Bank account of one Bathula Soma Sai Manikanta to the plaintiff's account and remaining amount is given to the plaintiff on 14-10-2021, by way of cash, in the presence of the said Bathula Soma Sai Manikanta and one Peram Chandra Sekhara Reddy, who are the common friends of the both himself and Plaintiff. Hence, he has no due any amount to the plaintiff, as such, there is no cause of action to file the suit. Accordingly, he prays the Court to dismiss the suit.

4. Basing on the rival pleadings, the following Issues are framed by my predecessor-in-office on 19.12.2023, as follows:-

> **1. Whether the plaintiff is entitled to recovery of amount of Rs.1,01,500/- as prayed for ?**
>
> **2 To what relief?**

5. During the course of trial, P.Ws.1 and 2 are examined and got marked Ex.A1 to Ex.A4 on behalf of the plaintiff. On the other hand, D.Ws.1 to 3 are examined, but no documents are marked on his behalf.

6. Heard the arguments on both side counsels. Perused the entire record.

7. <u>ISSUE NO.1</u>: Whether the plaintiff is entitled to recovery of amount of Rs.1,01,500/- as prayed for ?

It is the case of the plaintiff that she lent an amount of Rs.1,00,000/- to the defendant on two different dates i.e., on 02-08-2021 by way of phone pay i.e., @ Rs.25,000/- each on three times and on 03-08-2021 an amount of Rs.25,000/- by way of account transfer from her account i.e., IDFC First Bank bearing A/c No.10067918305 to the defendant account. It was orally agreed by the defendant that the amount will carry interest at 12% p.a, but no documents were executed to that effect. Inspite of repeated demands, the defendant failed to pay any amount and she also got issued notice to the defendant on 24-08-2022, demanding him to pay the said amount. Hence, she constrained to file the suit for recovery of said amount with interest at the rate of 12% p.a.

Per contra, it is the case of the defendant that he borrowed Rs.75,000/- only from the plaintiff through her husband and the said amount was discharged by him by way of phone pay and cash i.e., Rs.30,000/- through the account of one Bathula Soma Sai Manikanta I.e., from the ICICI Bank account to the account of plaintiff on 13-09-2021 and remaining amount of Rs.45,000/- was paid by way of cash in the presence of Bathula Soma Sai Manikanta and Peram Chandra Sekhara Reddy on 14-10-2021. Even though he discharged the entire amount, the plaintiff did not issue any receipts. Hence, he need not pay any amount to the plaintiff and the suit is liable for dismissal with costs.

8. In order to establish her case, the plaintiff examined herself as PW1 reiterating the plaint averments in her chief. In support of her case, her husband examined as PW2, whose evidence in chief is also in the same lines as that of PW1. Ex.A1 is the statement of account copy of plaintiff. Ex.A2 is the office copy of legal notice, dated 24-08-2022.Ex.A3 is the reply notice of the defendant, dated 07-09-2022. Ex.A4 is the Bank statement of PW1 from 01-09-2021 to 30-09-2021 showing Rs.30,000/- credit transaction on 13-09-2021.

During the cross-examination, PW1 deposed that she lent the amount to the defendant through phone pay which was sent by her husband to the defendant, but she do not know the phone pay account of phone number of defendant. The phone pay transaction happened around in July or August, 2021. At the time of lending amount through phone pay from her mobile, except herself and her husband, no one is present. The amount of Rs.25,000/- which is lent in the form of cash, is done at around 4^{th} or 5^{th} of August, 2021. She deposed that the defendant did not request her for lending amount, however, he requested her husband for amount and since the amount is available in her account, her husband sent the same from her phone pay.

9. Coming to the evidence of PW2, during cross-examination he deposed that on 02-08-2021, an amount of Rs.25,000/- each was paid through phone pay for three times i.e., total Rs.75,000/- . He do not remember the bank account of plaintiff linked with that phone pay. He admitted that he did not file any proof to show that he is having Rs.25,000/- on 02-08-2021. He deposed that on the request of the defendant on 02-08-2021, when he went to VRO office, Lakshmipuram village. There is no document to show the interest rate is 12%.

10. On the other hand, the defendant examined as DW1 by reiterating the contents of his written statement. He also examined one Battula Soma Sai Manikanta and Peram Chandra Shekar Reddy as Dws. 2 and 3 respectively.

During the cross-examination, DW1 admitted that except his oral say, he has no documentary proof to show that he borrowed only Rs.75,000/- from the plaintiff, but again he says that the plaintiff lent Rs.75,000/- through her phone pay in the month of August, 2021. He further deposed that he transferred Rs.30,000/- through phone pay account of his friend Battula Soma Sai Manikanta. He admitted that he has no documentary proof to show that the remaining balance of Rs.45,000/- paid to plaintiff. The witness again says that the said amount was paid to the husband of plaintiff (PW2) by way of cash towards full and final settlement in the presence of B.Soma Sai Manikanta and Peram Chandra Sekhar Reddy. He admitted that he did not give any notice or police complaint against the plaintiff and her husband as they filed suit against him, even he discharged the entire debt payable them.

11. The evidence of DW2 in chief is that he knows the defendant from last eight years and on 13-09-2022, he sent Rs.30,000/- though his account to the account of Plaintiff and the remaining amount of Rs.45,000/- was paid by the defendant to the husband of plaintiff in his presence. Though, the defendant requested the plaintiff and her husband to issue receipts, they postponed the same.

During cross-examination he admitted that he did not file any account copy to show that he is having account in ICICI Bank, Machilipatnam and he has no proof to show that the defendant paid Rs.45,000/- to the plaintiff.

12. The evidence of DW3 in chief is that DW2 sent Rs.30,000/- to the account of plaintiff through Google pay on 13-09-2022 and he also present along with DW2 at the time of payment of Rs.45,000/- by the defendant to the husband of Plaintiff.

During cross-examination he admitted that except his oral say, he has no documentary proof to show that DW2 paid Rs.30,000/- through Google Pay and DW1 paid remaining Rs.45,000/- to the husband of plaintiff in his presence. Even he failed to say the date, month and time, when the DW1 paid the said Rs.45,000/- to the husband of plaintiff.

13. On over all scrutiny of entire evidence of plaintiff and defendant and the documentary evidence, there is no dispute by the defendant about borrowal of an amount of Rs.75,000/- from the husband of plaintiff and the same was transferred by the husband of plaintiff through her phone pay account to the defendant. But, it is the case of defendant that he borrowed only Rs.75,000/- from the husband of plaintiff which was received by him through the phone pay account of plaintiff in three times @ Rs.25,000/- each and there is no interest for the same. Subsequently, he repaid Rs.30,000/- to the plaintiff through phone pay account of DW2 and remaining amount of Rs.45,000/- was given by way of cash to the husband of plaintiff in the presence of DW2 and DW3. Admittedly, there is no document for the amount lent by the plaintiff to the defendant.

14. Since the defendant admitted that the plaintiff lent Rs.75,000/-, the burden is lies upon him that he discharged the said amount. During the cross-examination, DW1 admitted that he has no documentary proof to show that he discharged the said Rs.75,000/- to the plaintiff and to her husband. It is the case of the defendant that he paid Rs.30,000/- on 13-09-2021, from the account of DW2. The plaintiff exhibited Ex.A1 statement of account of her Bank account with the IDFC First power Bank. On perusal of Ex.A1/statement of account for the period from 01-08-2021 to 31-08-2021, which clearly reveals that on 02-08-2021 an amount of Rs.25,000/- was paid through phone pay for three times i.e., Rs.75,000/-, but it does not reveals any particulars to which account it was transferred. However, since there is no dispute by the defendant about receiving of Rs.75,000/- from the plaintiff through phone pay, it can be presumed that the amount shown in the statement of account was transferred to the account of defendant. Ex.A1 also further shows a transfer of Rs.25,000/- to the same account on 03-08-2021. Thus, the plaintiff by filling Ex.A1 statement of account could establish that she lent an amount of Rs.75,000/- on 02-08-2021, an amount of Rs.25,000/- on 03-08-2021 to the defendant, thus in total is Rs.1,00,000/-. Therefore, the evidence of Pws. 1 and 2 is consistent with the documentary evidence under Ex. A1 that she lent Rs.1,00,000/- to the defendant.

15. Further, the plaintiff also filed Ex.A4 which clearly reveals an amount of Rs.30,000/- on 13-09-2021 was credited to her account, but from whose account, the said amount was received, is not known. However, it can be presumed that the said amount was received by the plaintiff from the DW2 as deposed by Dws. 1 to 3. However, except the said Rs.30,000/- as shown in Ex.A4, no piece of paper was filed by the defendant to say that he paid Rs.45,000/- to the husband of plaintiff by way of cash. Therefore, as per the statement under Exs.A1 and A4, this court can come to a conclusion that the defendant borrowed an amount of Rs.1,00,000/- from the plaintiff and paid only Rs.30,000/- to the plaintiff through the account of DW2 and there remained balance of Rs.70,000/- payable by the defendant to the plaintiff. Hence, this court cannot believe the version of Dws. 1 to 3, that the defendant borrowed only Rs.75,000/- from the plaintiff and the same was discharged by him, as stated by him.

16. Therefore, in view of my foregoing discussion, this Court is of the view that the defendant is liable for discharge of Rs.70,000/- i.e., the remaining balance after deducting Rs.30,000/- from the total amount of Rs.1,00,000/- with simple interest. Hence, the plaintiff is entitled to recover an amount of Rs.70,000/- from the defendant with subsequent interest. Accordingly, this issue is answered.

17. ISSUE NO.2:

In view of finding of Issue No.1, the plaintiff is entitled to recover an amount of Rs.70,000/- from the defendant with simple interest @ 6% p.a on the said amount even there is no contract about the rate of interest and such interest is reasonable and shall be paid as per sec.34 of CPC.

18. In the result, the suit is decreed in part with costs in favour of the plaintiff against the defendant for an amount of Rs.70,000/- (Rupees seventy thousand only) with subsequent interest @ 6% per annum from the date of the suit till realization on the said amount of Rs.70,000/- .

Typed to my dictation to the Stenographer Gr.III, corrected and pronounced by me in the open Court, this the 20th day of November, 2025.

sd/- P.S.Sudha
Principal Civil Judge (Junior Division),
Machilipatnam.

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF:-

P.W.1 : Nemalikanti Jaya Lalitha
P.W.2 : Nemalikanti Srinivas

FOR DEFENDANT:-

D.W.1 : Gantasala Sitarama Krishna Mohan
D.W.2 : Battula Soma Sai Manikanta
D.W.3 : Peram Chandra Sekhar Reddy

DOCUMENTS MARKED

FOR PLAINTIFF:-

Ex.A1 : Statement of account copy of plaintiff.
Ex.A2 : Legal notice, dated 24.08.2022.
Ex.A3 : Reply notice of the defendant, dated 07.09.2022.
Ex.A4 : Bank statement of PW1 from 01-09-2021 to 30-09-2021 showing Rs.30,000/- credit transaction on 13-09-2021.

FOR DEFENDANT:-
- Nil -

sd/- P.S.S
P.C.J(J.D)., MTM.

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