

IN THE COURT OF PRINCIPAL JUNIOR CIVIL JUDGE, NANDYAL.

Present:- Sri V.Audhinarayana, Prl. Junior Civil Judge, Nandyal

Monday, the 17th day of July, 2023

O.S.No.510 of 2022

Between

B.Soma Sekhar Rao, 32 years, S/o Venkata Ramana, Hindu, Business,
R/o H.No.6/58, Rangaraju Street, Nandyal, Kurnool district.

... Plaintiff

And

B.Satish Kumar, 26 years, S/o Venkateswarlu, Hindu, Business, R/o
H.No.4-81, Srinagaram, Mahanandi, Nandyal district.

... Defendant.

This suit coming before me on 13.7.2023 for final hearing in the presence of Sri P.Chandra Sekhar Rao, Advocate for the plaintiff and of the defendant remained exparte, upon hearing the arguments and having stood over for consideration till this day, this court delivered the following:-

JUDGMENT

1. This is a suit filed by the plaintiff against the defendant for recovery of a sum of Rs.2,46,886/- on the foot of the promissory note dated 2.6.2019 for Rs.1,45,000/- and for costs.

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

On 2.6.2019, the defendant has borrowed an amount of Rs.1,45,000/- from the plaintiff for his business and family necessities and executed pronote in favour of the plaintiff agreeing to repay the same with interest at 24% p.a. Later inspite of repeated oral demands and requests made by the plaintiff, the defendant did not pay the due amount under the suit pronote. The defendant is not agriculturist and hence, the plaintiff claimed the interest at contract rate. Hence, the suit.

3. Summons served on the defendant and despite the same, the defendant did not appear before this court and hence, this court set him exparte on 26.06.2023.

4. On behalf of the plaintiff, P.W.1 was examined and Ex.A.1 was marked.

5. Heard arguments on behalf of the plaintiff.

6. Now the point for determination is:-

Whether the plaintiff is entitled to recover the suit amount together with interest from the defendant or not?

7. Admittedly, the plaintiff filed the suit against the defendant for recovery of money on the foot of the promissory note. It is settled proposition of law that in a suit for recovery of money, the initial burden lies on the plaintiff to prove that the defendant has executed the suit pronote in favour of the plaintiff and then only a presumption under Section 118 of Negotiable Instruments Act, 1881 could be raised to the effect that the suit promissory note was supported by consideration.

8. To discharge the initial burden, the plaintiff himself entered into the witness box as P.W.1 and his chief examination affidavit is nothing but a replica of the contents of the plaint. Through P.W.1, Ex.A.1 was marked. Ex.A.1 is the suit pronote.

9. As already stated above, the defendant despite service of summons failed to appear before this court and failed to contest the suit by filing written statement and remained exparte. Consequently, the oral and documentary evidence adduced by the plaintiff in the shape of P.W.1 and marking of Ex.A1 remained un-challenged. As already stated supra, the defendant having received the suit summon failed to appear before this court and remained exparte. As the defendant failed to repay the amount due under the suit pronote, the plaintiff filed this suit. Hence, the plaintiff is entitled for recovery of the suit amount from the defendant with future interest and costs. Accordingly, the point is answered.

10. In the result, the suit is decreed with costs for Rs.2,46,886/- together with future interest at 12% p.a on Rs.1,45,000/- from the date of the suit till the date of decree and thereafter at 6% p.a on Rs.1,45,000/- from the date of decree till the date of realization.

Typed to my dictation by the Stenographer, transcribed by him, corrected and pronounced by me in open Court, this the 17th day of July, 2023.

Prl.Jr.Civil Judge,
Nandyal.

**Appendix of Evidence
Witnesses examined.**

For Plaintiff :

P.W.1. B.Soma Sekhar Rao.

For defendants.

None.

Exhibits marked for the plaintiff.

Ex.A.1 is the suit pronote dt.2.6.2019.

Exhibits marked for the defendant

P.J.C.J Court, Nandyal

3 O.S.No.510 of 2022.

Nil.

Prl.Jr.Civil Judge,
Nandyal.

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Present:- Sri V.Audhinarayana, Prl. Junior Civil Judge, Nandyal

Monday, the 17th day of July, 2023

O.S.No.510 of 2022

B.Soma Sekhar Rao, 32 years, S/o Venkata Ramana, Hindu, Business, R/o H.No.6/58, Rangaraju Street, Nandyal, Kurnool district.

... **Plaintiff**

Versus

B.Satish Kumar, 26 years, S/o Venkateswarlu, Hindu, Business, R/o H.No.4-81, Srinagaram, Mahanandi, Nandyal district.

... **Defendant.**

This is a suit filed by the plaintiff against the defendant for recovery of a sum of Rs.2,46,886/- on the foot of the promissory note dated 2.6.2019 for Rs.1,45,000/- and for costs. On 2.6.2019, the defendant has borrowed an amount of Rs.1,45,000/- from the plaintiff for his business and family necessities and executed pronote in favour of the plaintiff agreeing to repay the same with interest at 24% p.a. Later inspite of repeated oral demands and requests made by the plaintiff, the defendant did not pay the due amount under the suit pronote. The defendant is not agriculturist and hence, the plaintiff claimed the interest at contract rate. Hence, the suit.

Plaint presented on 11.05.2022 and filed on 17.08.2022. J.V of Rs.2,46,886/- and C.F of **Rs.4,926/-** is paid under Section 20 of A.P.C.F and S.V.Act.

The cause of action for the suit arose on 2.6.2019 at Nandyal when the defendant borrowed the amount from the plaintiff and executed the suit promissory note/s and on subsequent dates of demands made by the plaintiff which is within the jurisdiction of this court and this court has got jurisdiction to entertain the suit.

This suit coming before me on 13.7.2023 for final hearing in the presence of Sri P.Chandra Sekhar Rao, Advocate for the plaintiff and of the defendant remained exparte, upon hearing the arguments and having stood over for consideration till this day, this court doth order and decree as follows:-

1. that the defendant do pay to the plaintiff, the sum of Rs.2,46,886/- together with interest at 12% p.a on Rs.1,45,000/- from the

date of the suit till the date of decree and thereafter at 6% p.a on Rs.1,45,000/- from the date of decree till date of realization.

2. that the defendant do also pay to the said plaintiff, the sum of Rs.9,669-00 being the costs of the suit.

Given under my hand and the seal of this Court, this the 17th day of July, 2023.

Prl.Junior Civil Judge,
Nandyal.

Memo of Costs			
		For Plaintiff in Rs.	For Defendant in Rs.
1	Stamp on Complaint	4,926-00	--
2	Stamp on Vakalat	2-00	--
3	Stamp on process	38-00	--
4	Advocate's Fee	4,553-00	--
5	Typing Charges	50-00	--
6	P.W.charges	100-00	--
7	Publication Charges	---	
	Total	9,669-00	Nil

Prl.Junior Civil Judge,
Nandyal.