

IN THE COURT OF THE JUNIOR CIVIL JUDGE:: GUNTAKAL

**Present: Smt.G.Manjula,
Junior Civil Judge, Guntakal.**

Tuesday, this the 21st day of November, 2023

Original Suit No.316/2022

Between:

Bank of Baroda, Guntakal Branch, Represented by its Branch Manager Halebeedu Hampaiahm S/o Halebeedu Venkappa Hindu, age 56 years, working as Branch Manager, Residing, Cell No.8919957968.

... Plaintiff

And

1. Bajaranga Agencies Rept.by its Proprietor Smt. R. Anitha W/o R. Rajesh Prasad, age 43 years, Hindu, Business, R/o D.No.20/342-7, Alur Road, Guntakal-515 801 Mandal.

2. R. Rajesh Prasad S/o R. Ram Mohan, age 44 years, Hindu, working as Clerk (STNC), Personel Branch, S.C.Rly, C/o Sr. DPO/O/GTL Employee No.24511060136, DRM Office in Guntakal-515 801, Anantapur District.

... Defendants

Suit for recovery of Rs.2,21,317/- being the principal and interest due for business loan and for costs of the suit.

Plaint presented on : 10.05.2022

plaint Numbered on : 17.10.2022

Value for the purpose of court fee and Jurisdiction the suit is valued at Rs.2,21,317/- and a court fee of Rs.5426/- is paid under section 20 of APCF and SV act.

The Cause of action for the suit arose on 17.03.2017 when 1st defendant herein has approached the plaintiff bank, for sanction of Business loan on 17.03.2017 and the plaintiff bank has agreed to sanction the said loan of Rs.4,95,000/- on 17.03.2017 to the 1st defendant. On 12.03.2020 1st defendant has acknowledged the suit loan by executing an acknowledgment of liability is herewith filed. The plaintiff bank has also got issued a legal notice to the 1st and 2nd defendants on 11.02.2019 notice for non-payment of crop Loan amount requesting plaintiff bank authorities over due amount along with up to date interest immediately and the said legal notice served to 1st and 2nd defendants. The office copy of legal notice, is filed and on all subsequent dates of demands made by plaintiff bank all are at Guntakal for the repayment of the loan amount and all the dates mentioned in the certified copy of Account (Certified as per Bankers Book Evidence Act) and when the defendant failed to pay the suit amount and on all dates of demand for repayment of the suit loan debts all are at Guntakal within the Jurisdiction of this Hon'ble Court. And the suit is filed within the period of limitation.

This suit came up finally on 16.11.2023 for hearing before me in the presence of Sri.Madineni Ravi Sankar, advocate for the plaintiff and defendants called absent and set exparte and the matter having stood over for consideration, this Court **Doth order and Decree:-**

i)	That the defendants 1 and 2 do pay a sum of Rs.2,21,317/- (Rupees two lakhs twenty one thousands three hundred and seventeen only) to the plaintiff with subsequent interest at 6 % per annum from the date of suit i.e., on 10.05.2022 till the date of realization on the principal sum of Rs.97,000/- (Rupees ninety seven thousands only)
ii)	That the defendant do pay a sum of Rs. 9898/- to the plaintiff towards costs of this suit and also do bear his own costs.

Given under my hand and seal of this court, this the 21st November, 2023

Junior Civil Judge,

Table of Costs for		
	Plaintiff (Rs.)	Defendant (Rs.)
Stamp on Plaint	5426-00	-
Stamp on vakalat	2-00	-
Stamp on process	100-00	-
Pro.Writing charges	100-00	
Typing charges	100-00	-
Advocate fee	4170-00	
Total:	9898-00	-

J.C.J