

**IN THE COURT OF THE PRINCIPAL CIVIL JUDGE [JUNIOR DIVISION],
MARKAPUR.**

PRESENT : J.KISHORE KUMAR

Prl. Civil Judge [Junior Division], Markapur.

Wednesday, the Fifth [05th] day of March, 2025

Original Suit No.567 of 2022

Between:

Sanikommu Ramachandra Reddy, Son of Avula Reddy, Aged about 59 years, Hindu, Resident of Markapur Town and Mandal, Prakasam District.

... **Plaintiff**

VERSUS

Thippireddy Nagarjuna Reddy, Son of Venkata Narayana Reddy, Aged about 38 years, Reddy by caste, Business, Resident of Mittameedipalli Village, Markapur Mandal, Pakasam District.

... **Defendant**

This Suit was coming on 24-02-2025 for Arguments before me in the presence of **Sri R. Balu Naik and Sri CH. Rama Krishnu**, Advocates for the Plaintiff and **Sri Y. Vijay Vardhan**, Advocate for the Defendant, and upon hearing both Counsel and upon perusal of the material available on record, this court made the following :

J U D G M E N T

This suit is filed with a prayer to pass a decree against the defendant, in favour of the plaintiff directing the defendant to pay the suit amount of **Rs.8,10,000/-** with the costs.

02. The averments in the Plaint, in brief, are as follows:

The defendant borrowed Rs.5,00,000/- on 12-02-2020 from the plaintiff for his family necessities and agreeing to repay the same with interest at

24% per annum either to the plaintiff or to his transferee on demand and executed Suit promissory note in favour of the plaintiff on the respective date. Subsequently, despite demands of the plaintiff, the defendant did not pay suit debt to the plaintiff. Hence, the plaintiff is obliged to file the suit against the defendant for recovery of the suit amount.

3. The averments in the Written Statement of Defendant, in brief, are as follows:-

He denied the Plaint Pleadings made by the Plaintiff in Para wise and Category wise. The defendant further contending that due to his financial crisis he asked the plaintiff an amount of Rs.1,00,000/- and the plaintiff taking the advantage of that the plaintiff asked him to execute his signature on empty promissory note and due to his necessity he executed his signature on empty promissory note. The defendant further submitted that he paid an amount of Rs.60,000/- to the plaintiff through his friend namely Syed Usman Basha on 22-04-2020 during Corona period and there is balance amount of Rs.40,000/- only and after that some disputes arose in between him and the plaintiff and due to that the plaintiff taking advantage of empty promissory note for unlawful gain with the help of his friends created a promissory note for an amount of Rs.5,00,000/- and the plaintiff did not have got capacity to give such huge amount to him. Hence he prayed this court to dismiss the suit with costs.

4. Basing on the above Pleadings, this Court framed the following Issues for trial:

1. Whether the Suit promissory note, Dated: 12-02-2020 for Rs.5,00,000/- is true, valid and binding on the defendant?

2. Whether the plaintiff is entitled for suit amount of Rs.8,10,000/- with subsequent interest?

3. To what relief?

5. To prove the Case of the Plaintiff, the Plaintiff himself got examined as the PW1 and Ex.A1 and he examined the attesor as P.W.2.

6. On behalf of the Defendant, no witnesses and exhibits got marked.

7. Heard, Perused the material available on record.

8. **Issue No.1:**

“Whether the Suit promissory note, Dated: 12-02-2020 for Rs.5,00,000/- is true, valid and binding on the defendant?”

[a] To prove his contentions, the Plaintiff examined himself as the PW1 and he reiterated the contents of his Plaint Pleadings in his Chief-Examination-Affidavit and Ex.A1 got marked on his behalf.

[b] Ex. A1 is the Suit promissory note, Dated: 12-02-2020 for an amount of Rs.5,00,000/- executed by the defendant in favour of the plaintiff.

[c] Though the PW1 was cross examined by the Defence Counsel, no useful for the case of the Defendant.

9. One Shaik Nagoor Vali, who is the Attestor of the Suit Promissory Note, was examined as the PW2. He mentioned similar averments in Chief Examination Affidavit as that of the PW1.

[a] During the Cross Examination of the PW2, he deposed that the promissory note was drafted on 12-02-2020 at the house of plaintiff and one U.V.Sivaiah is the scribe of the Ex.A1 suit promissory note and he mentioned in his chief affidavit the P.W.1 gave Rs.5,00,000/- to the defendant in his presence and another attestor namely N. Siva Sankar Reddy.

10. After completion of the Plaintiff's evidence, the Court has posted the Suit for the Defendant side evidence. But, the Defendant did not come to the Court to adduce his evidence on his behalf. Even though the Court has given several opportunities to the Defendant, he did not adduce his evidence and failed to do so. In the circumstances, the Court has closed the evidence on behalf of the Defendant.

11. The Advocate appearing for the Plaintiff argued that the Defendant borrowed money and executed the suit promissory note, Dated 12-02-2020 which is marked as Ex.A1 for Rs.5,00,000/-. In spite of repeated demands, the Defendant failed to repay the amount. The Counsel requested to decree the Suit by relying on the evidence of the PW1.

12. Perused the material available on record, evidence of the material witnesses and also documents marked in this case, this Court observed the

evidence of the PW1 and PW2 had proved the execution of Ex.A1 and passing of consideration under Ex.A1, and that no contradictions were elicited in the evidence of the PW1 and PW2 with regard to the execution of Ex.A1 by the Defendant.

13. As seen from the entire record and also on perusal of the evidence on both sides, it is clear from the evidence of PW1 and PW2 with respect to execution of the suit promissory note by the Defendant after borrowing an amount of Rs.5,00,000/- from the Plaintiff was not at all discredited by the Defendant in any manner. Now the burden shifts on the defendant to disprove the evidence of plaintiff. The defendant did not appeared before this court by way of producing any evidence on his behalf to disprove the evidence of the plaintiff. Moreover the defendant in his written statement admitted his signature on the suit promissory note and also mentioned that he gave the suit promissory note which and it was an empty signed promissory note. The averments of the written statement shows that the defendant admitted his signature on the suit promissory note. As the defendant did not adduced any evidence on his behalf and the evidence of the plaintiff is not rebutted.

14. Hence, this Court has perused the material available on record, it can be safely concluded that the Ex.A1 was executed by the Defendant and is supported by due consideration mentioned therein. So, it can be said that the Plaintiff is able to establish the transaction under Ex.A1.

Hence, these Issue is answered in favour of the Plaintiff.

Issue No.2: “Whether the plaintiff is entitled for suit amount of Rs.8,10,000/- with subsequent interest?”

15. It is clear that Ex.A1 was held to be executed by the Defendant in favour of the Plaintiff, for the reasons already discussed above. Moreover, the Defendant failed to prove his plea as taken by him in his Written Statement and chief affidavit with cogent evidence. Hence, the Plaintiff is entitled to recover the amount with interest from the Plaintiff.

Thus, Issue No.2 is answered in favour of the Plaintiff and against the Defendant.

Issue No.3 :- “To what relief ?”

16. **In the result,** the Suit is decreed with Costs in favour of the Plaintiff. The Defendant is directed to pay an amount of **Rs.8,10,000/-** to the Plaintiff with subsequent interest at 12 percent per annum from the date of the Suit, till the date of Decree, and thereafter, with future interest at 6 percent per annum from the date Decree till the date of realization on the Principal amount of **Rs.5,00,000/-**.

Typed to my dictation by the Stenographer Grade-III directly on Computer, corrected and pronounced by me in open court on this the 05th day of March, 2025.

Sd/- J. Kishore Kumar,
**Prl. Junior Civil Judge [Jr. Division]
Markapur.**

APPENDIX OF EVIDENCE
Witnesses examined for

FOR THE PLAINTIFF :

PW1: Sanikommu Ramachandra Reddy.

PW2: Shaik Nagoor Vali.

FOR THE DEFENDANT :

- N o n e -

// EXHIBITS MARKED //

FOR THE PLAINTIFF :

Ex.A1: Suit promissory note dated 12-02-2020 for an amount of
Rs.5,00,000/- executed by the defendant in favour of the plaintiff.

FOR THE DEFENDANT : Nil

Ild/- J.K.K.,

P.C.J [Jr. Div], MRKP.

Fair Judgment

O.S. No.567 of 2022

Dt : 05-03-2025

