

IN THE COURT OF THE JUNIOR CIVIL JUDGE :: TADIPATRI

Present: **Sri J.Sujin Kumar,**

II Additional Junior Civil Judge, Anantapuramu.
FAC Junior Civil Judge, Tadipatri.

Friday, this the 10th day of February, 2023.

ORIGINAL SUIT No.343 of 2022

Rachepalle Venkata Narayana, S/o. R.Venkatappa,
Aged about 75 years, Agriculturist,
Resident of Jambulapadu village,
Tadipatri Mandal, Anantapuramu District.

... Plaintiff

Vs.

Lingutla Ranganayakulu, S/o. L.Subba Rayudu,
Aged about 45 years, Business,
Resident of Jambulapadu village,
Tadipatri Mandal, Anantapuramu District.

... Defendant

* * * * *

This suit came on 10-02-2023 for final hearing before me in the presence of **Sri N.U.Devanatha Reddy**, Advocates for Plaintiff and *defendant having remained **ex parte***, and after hearing arguments and having stood over for consideration till this day, the Court delivered the following:

// J U D G M E N T //

1. This is a suit filed by the plaintiff against the defendant for recovery of Rs.5,33,296/- (Rupees Five lakhs thirty three thousand two hundred and ninety six only) (Rs.2,93,200/- +Rs.2,40,096/-) being the principal amounts and interest due on two promissory notes dated 10-11-2019 and 14-11-2019 respectively said to be executed by the defendant, in favour of plaintiff for Rs.3,64,000/- (Rs.2,00,000/- +Rs.1,64,000/-) with interest agreeing to repay

the same with an interest of 18% per annum and for costs.

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

The defendant approached the plaintiff and borrowed an amount of Rs.2,00,000/- on 10-11-2019 and once again on 14-11-2019 he borrowed an amount of Rs.1,64,000/- from the plaintiff for his business and family necessities and executed "A" and "B" marked suit promissory notes, agreeing to repay the same with interest at 18% per annum either to the plaintiff or to his order on demand and the plaintiff made several demands on defendant but he did not repay the amount due promissory notes. Hence, the plaintiff is constrained to file the suit for recovery of the suit amount with subsequent interest and costs. The defendant is not entitled for any benefit under debt relief Laws and thus, the interest is claimed at 18% per annum.

3. The defendant having received summons, failed to appear before this court and remained ex parte to the proceedings on 31-01-2023.

4. The plaintiff in support of his contentions got examined himself as PW1. He also got exhibited "A" marked suit promissory note, dt.10-11-2019, for Rs.2,00,000/-, "B" marked suit promissory note, dt.14-11-2019 for Rs.1,64,000/-, the office copy of legal notice, dt.10-05-2022, Served Postal acknowledgment, dt.19-05-2022 and Original Postal receipt, dt.15-05-2022 as Exs.A1 to A5 respectively.

5. Heard the arguments of learned Advocate for Plaintiff. Perused the entire record.

6. Now the point for consideration is that :

Whether the plaintiff is entitled for recovery of the suit amount from defendant as prayed for ?

7. **Point:**

It is the contention of the plaintiff that the defendant is liable to pay Rs.5,33,296/- (Rupees five lakhs thirty three thousand two hundred and ninety six only) (Rs.2,93,200/- + Rs.2,40,096/-) under “A” and “B” marked suit promissory notes, dt.10-11-2019 and 14-11-2019 respectively with subsequent interest. To substantiate the same, he got examined himself as PW.1 and filed proof affidavit which is accepted on oath as his chief examination. The said chief examination is just replica of his pleadings. The evidence of PW.1 coupled with the contents of Exs.A1 and A2 promissory notes, goes to show that on 10-11-2019 and on 14-11-2019 the defendant borrowed amount of Rs.2,00,000/- and Rs.1,64,000/- from the plaintiff (PW1) for his Personal and business necessities and on the dates of borrowing the said amount, he executed “A” and “B” marked suit promissory notes i.e., Exs.A1 and A2 in favour of plaintiff (PW1), agreeing to repay the same with interest at the rate of 18% per annum either to the plaintiff or to his order on demand and inspite of his repeated demands including issuance of legal notice(Ex.A3), the defendant did not repay the debt amount. The contents of Exs.A3 to A5 demanding the defendant for repayment of the debt amount show the bonafides of the plaintiff, even prior to the filing of suit.

8. Since the evidence of PW.1 as well as the contents of Exs.A1 to Ex.A5, remained unchallenged and unrebutted by the defendant, the court finds no reason to disbelieve the same. Therefore, the court holds that the plaintiff with his evidence is able to establish that Exs.A1 and A2 suit promissory notes are true, valid and binding upon the defendant. As the defendant did not choose

to repay the debt due under Exs.A1 and A2 suit promissory notes, the court is inclined to draw an adverse inference against him. Moreover, the suit is filed within the period of limitation. Hence, the court holds that the plaintiff is able to prove the suit claim and so, he is entitled to recover the suit amount. Accordingly, the point is answered in favour of the plaintiff in the following manner:

9. In the result, the suit is decreed with costs in favour of plaintiff and against the defendant, directing the defendant to pay a sum of Rs.5,33,296/- (Rupees Five lakhs thirty three thousand two hundred and ninety six only) (Rs.2,93,200/- +Rs.2,40,960/-) to plaintiff with subsequent interest at the rate of 12% per annum from the date of the suit to till the date of decree and thereafter at the rate of 6% per annum till the date of realization on principal amount of Rs.3,64,000/- (Rs.2,00,000/- +Rs.1,64,000/-) under "A" and "B" marked suit promissory notes respectively.

*Typed to my dictation by the Typist , corrected and pronounced by me in the open court on this the **10th day of February, 2023.***

**Sd/- J.Sujin Kumar,
II Additional Junior Civil Judge,
Anantapuramu
FAC Junior Civil Judge, Tadipatri.**

APPENDIX OF EVIDENCE

WITNESS EXAMINED

For plaintiff:

PW1: R.Venkatanarayana

For defendant:

Exparte

DOCUMENTS MARKED

For plaintiff:

Ex.A1 : “A” Marked Suit Promissory Note, dt.10-11-2019 for Rs.2,00,000/-

Ex.A2 : “B” Marked Suit Promissory Note, dt.14-11-2019 for Rs.1,64,000/-

Ex.A3 : Office Copy of Legal Notice, dt.10-05-2022

Ex.A4 : Served Postal Acknowledgment, dt.19-05-2022

Ex.A5: Original Postal Receipt, dt.15-05-2022

For defendant:

NIL.

**Sd/- J.Sujin Kumar,
II Additional Junior Civil Judge,
Anantapuramu
FAC Junior Civil Judge, Tadipatri.**