

**IN THE COURT OF THE I ADDITIONAL JUNIOR CIVIL JUDGE
CUM- XII ADDITIONAL METROPOLITAN MAGISTRATE
RANGA REDDY DISTRICT AT RAJENDRANAGAR**

Present: **Sri Jamana Venkata Satya Raj Kiran**
I Addl. Junior Civil Judge-cum-
XII Addl. Metropolitan Magistrate,
R.R District at Rajendranagar.

Wednesday, this the 27th day of March, 2024

O.S No. 492 of 2021

Between:

Sri Chilkoor Mahesh Kumar, S/o. Chilkoor Shankarhaya,
Aged 34 years, Occ: Private Employee,
R/o. H.No. 9-1-333/2/1/A/22, Gandhi Nagar,
Bapughat Langer House, Hyderabad.

.....Plaintiff

A N D

1. Mrs. P. Mounika, W/o. P. Narasimha,
H.No.30, Block 30/-17, 3rd Floor,
30/-24, Jangam Basti, Peeramcheru,
Near Pebble City, Aramaisamma,
Hyderabad – 500 008.
2. Sri P. Narasimha, S/o. P. Mallesh,
H.No. 30, Block 30/-17, 3rd Floor,
30/-24, Jangam Basti, Peeramcheru,
Near Pebble City, Aramaisamma,
Hyderabad – 500 008.

.....Defendants

This suit is coming before me for final hearing in the presence of Sri I. Nagender Rao, Advocate for the Plaintiff and Defendants remained exappte and the matter having been stood over for consideration till this day, this Court made the following:

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

This suit is filed by the Plaintiff for recovery of an amount of Rs.1,20,000/- from the Defendants, with further interest from the filing of suit till the date of realization at the rate of 24% per annum and to grant costs of the suit.

2. The case of the Plaintiff as per the plaint averments is as follows:

i) That Plaintiff is a Private Employee and Permanent Resident of H.No.9-1-333/2/1/A/22, Gandhi Nagar, Bapughat, Langer House, Hyderabad, and the Defendants are Self Employed and Permanent Resident of H.No.30, Block 30/-17, 3rd Floor, 30/-24, Jangam Basti, Peeramcheru, Near Pebble City, Aramaisamma - Hyderabad. It is further submitted that Plaintiff and Defendants have got good acquaintance with each Other for the past few years and by taking advantage of the said acquaintance with the Plaintiff, the Defendants approached the Plaintiff in the month of March, 2019 and requested to arrange a sum of Rs.1,20,000/- to meet their urgent necessities and the Plaintiff considering the acquaintance and with an intention to help the Defendants in their difficult time arrange and paid the above said amount of Rs.1,20,000/- by way of cash as hand loan in the presence of common friends.

ii) It is further submitted that the Defendants after receiving the said hand loan promised to return the said amount within (6) months and the Plaintiff paid the said amount as hand loan which is interest free on the assurance that the Defendants will repay the same within six months. The Defendant No.2 who is the husband of Defendant No.1 as on 29-09-2020 paid a sum of Rs.49,050/- through Gpay into the account of Plaintiff and the details of payment are as under:-

1. On 21-04-2019, Rs. 6,250-00, 2. 06-05-2019 Rs. 500-00, 3. 15-05-2019 Rs. 800-00, 4. 05-06-2019 Rs. 500-00, 5. 12-06-2019 Rs. 1,000-00, 6. 24-06-

2019 Rs. 1,000-00, 7. 13-07-2019 Rs. 1,000-00, 8. 10-08-2019 Rs.1,000-00, 9. 28-05-2019, Rs. 1,000-00, 10. 04-09-2019 , Rs. 1,000-00, 11. 06-09-2019 , Rs. 1,000-00, 12. 13-09-2019 , Rs. 1,000-00, 13. 02-10-2019 , Rs. 1,000-00, 14. 14-10-2019 , Rs. 2,000-00, 15. 30-10-2019 , Rs. 1,000-00, 16. 03-11-2019 , Rs. 1,000-00, 17. 07-11-2019 , Rs.1,000-00, 18.11-11-2019, Rs. 1,000-00, 19. 01-12-2019, Rs. 1,000-00, 20. 14-12-2019 , Rs. 250-00, 21. 29-12-2019 , Rs. 1,000-00, 22. 04-02-2020 , Rs. 1,000-00, 23. 06-02-2020 , Rs. 1,000-00, 24. 29-02-2020 , Rs.1,000-00, 25. 12-06-2020 , Rs. 500-00, 26. 07-07-2020 , Rs.1,000-00, 27. 31-07-2020 , Rs. 3,000-00, 28. 02-08-2020, Rs.4,750-00, 29. 04-08-2020 , Rs. 29-08-2020 , Rs.1,000/-, 30. 29-08-2020 , Rs.2,000-00, 31. 08-09-2020, Rs.2,000/-. 32. 08-09-2020, Rs. 2,000/-. 33. on 16-09-2020, Rs.1,000/-. 34. 23-09-2020, Rs. 500/-, 35. on 24-09-2020, Rs. 1,000/- and 36. 29-09-2020, Rs. 2,000/-. Total an amount of Rs..49,050-00

iii) It is further submitted that the Defendants fails to repay the balance hand loan amount inspite of several oral demands made by the Plaintiff but the Defendants dragging the payment on one pretext to other and Plaintiff with an intention to settle the matter amicably believed the promises of Defendants but the Defendants failed to keep their promises and the Plaintiff placed the matter before the common friends and elderly persons and due to intervention of them the Defendants orally agreed that earlier payments i.e. Rs.49,050/- will be treated as interest for delay period and the Defendants agreed to pay a sum of Rs.1,20,000/- towards full and final settlement for which the Plaintiff agreed and accordingly Defendant No.1 issued Cheque bearing No.56387 dt. 29.03.2021 for Rs.1,20,000/- drawn on Syndicate Bank, Golconda Branch, Hyderabad, drawn in favour of Plaintiff towards Repayment of the said hand loan amount and assured that the said Cheque would be honoured on its presentation, believing the assurance of the Defendant the Plaintiff accepted the said cheque.

iv) It is further submitted that Plaintiff presented the Said Cheque through his Bankers Syndicate Bank, Golconda Branch, Hyderabad on 29.03.2021, the said Cheque has been Returned by Defendant No.1's Bank with an Endorsement" "FUNDS INSUFFICIENT" and same was intimated to the Plaintiff by his Bank Vide Cheque Return Memo dated 30.04.2021 and thereafter the Plaintiff tried to contact the Defendants but the Defendant No.2 not answered his Phone Calls and started avoiding and evading the Plaintiff whenever he visited their residence and the Defendants with a dishonest intention to cause wrongful loss to the Plaintiff giving evasive answers and started threatening and thereafter the Plaintiff on 29-05-2021 got issued Legal Notice to the Defendants by duly disclosing the above facts and demanded the said cheque amount within (15) days and the said Notice has been served on the Defendants on 02-06-2021 and as on today the Defendants neither given any reply nor paid the said amount.

v) It is further submitted that the above mentioned payments made by the Defendants and the assurance of the above said cheques and dishonour of the said cheque and receipt of Legal Notice are the conclusive proof of the liability of the Defendants. In these Circumstances the Plaintiff has left with no other option except to approach this Hon'ble Court for the present Suit for recovery of amount. Hence, this suit.

3. On the other hand, the Defendants, inspite of receiving summons, did not appear before the Court. Hence Defendants are set exparte.

4. On behalf of Plaintiff, Plaintiff is examined as PW-1, through him Ex.A1 to Ex.A3 are marked.

5. Heard the learned counsel for the Plaintiff. Inspite of giving sufficient time, the Defendant failed to advance their arguments, as such his arguments are treated as Nil. Perused the record.

6. Now the points for determination that arose are:

i) Whether the Plaintiff is entitled to recovery of an amount of Rs.1,20,000/- from the Defendants, with further interest from the filing of suit till the date of realization at the rate of 24% per annum, as prayed for?

ii) To what relief?

Evidence on Record:-

7. The Plaintiffs in support of his case, examined PW-1 and got marked Ex.A1 to Ex.A3. Ex.A1 is the original cheque bearing no. 056387, dt: 29-03-2021 for Rs.1,20,000/-, Ex.A2 is the Original cheque return memo, dt: 30-04-2021 and Ex.A3 is the Office copy of Legal notice, dt: 29-05-2021.

Point No.1:-

8. It is the case of the plaintiff that the Plaintiff and Defendants are well acquainted with each other and out of such acquaintance, the defendants

approached the Plaintiff seeking hand loan of Rs.1,20,000/- to meet urgent necessities and the Plaintiff considered the request of defendant and paid an amount of Rs.1,20,000/- in the month of March 2019 . Accordingly the defendant borrowed an amount of Rs.1,20,000/- from the Plaintiff and promised to repay by issuing a cheque bearing no. 056387, dt: 29-03-2021 for Rs.1,20,000/- drawn on Syindicate Bank, Golkonda Branch, Hyderabad in favour of Plaintiff towards the repayment of said hand loan. Further, the Plaintiff has presented his cheque and subsequently, it was returned due to insufficient funds and the same was informed to the defendants but the defendants neither responded nor repaid the same. Therefore, the plaintiff issued a legal notice dt: 29-05-2021 calling upon them to repay the said amount and the plaintiff contended that on receipt of such notice, the defendants neither replied nor repaid the said amount.

9. In support of his contentions, the plaintiff examined himself as PW1 by filing chief examination affidavit by reiterating the contents of the plaint and got marked Ex.A1 to Ex.A3.

10. Perusal of Ex.A1/ original cheque bearing no. 056387, dt: 29-03-2021 for Rs.1,20,000/- depicts that the Defendant No.1 has issued cheque bearing no. 056387 on 29-03-2021 for Rs.1,20,000/-. The Plaintiff contended that such cheque/Ex.A1 was issued by the Defendant No.1 in view of the debt that has to be paid by the Defendants to the Plaintiff. Perusal of Ex.A2/ Original cheque return memo, dt: 30-04-2021 depicts that the cheque bearing no.

056387/Ex.A1 was returned due to insufficient funds. Perusal of Ex.A3/ Office copy of Legal notice, dt: 29-05-2021 depicts that the Plaintiff has issued a legal notice to the defendants demanding the Defendants to repay the said due amount under Ex.A1. The record/list of documents consists of Xerox copies of the postal receipts and track report but the same was not marked as exhibits since they are Xerox copies. As per the said copy, the Legal notice has been served upon the Defendants. In view of Ex.A1 to A3 the Plaintiff has established his case and on the other hand the Defendants remained exparte. Therefore, the evidence of PW1 along with the Ex.A1 to Ex.A3 remained unchallenged and un rebutted. As such there is nothing to disbelieve the version of Plaintiff.

11. In view of the above said discussion, this court is of considered opinion that the plaintiff has established his case and accordingly, he is entitled for the cheque amount of Rs.1,20,000/- from the defendants along with an interest @24% per annum from the date of issuance of Ex.A1 i.e., on 29-03-2021 till the date of filing the suit and with an interest of 12% per annum on the principle amount i.e., Rs.1,20,000/- from the date of filing of the suit till the date of decree and with a further interest of 6% per annum on the principal amount from the date of decree till realization.

POINT NO.2:-

12. In the result, this suit is partly decreed with costs by directing the defendant to pay the cheque amount of Rs.1,20,000/- from the defendant along with an interest @24% per annum from the date of issuance of Ex.A1 i.e.,

on 29-03-2021 till the date of filing the suit and with an interest of 12% per annum on the principle amount i.e., Rs.1,20,000/- from the date of filing of the suit till the date of decree and with a further interest of 6% per annum on the principal amount from the date of decree till realization.

(Typed to my dictation by Typist, corrected and pronounced by me in the open Court on this the 20th day of March, 2024)

**I ADDI. JUNIOR CIVIL JUDGE -CUM-
XII ADDL. METROPOLITAN MAGISTRATE
R.R.DISTRICT AT RAJENDRANAGAR**

APPENDIX OF EVIDENCE

WITNESSES EXAMINED FOR

PLAINTIFFS

PW1/Chilkoor Mahesh Kumar

DEFENDANTS

- NIL -

EXHIBITS MARKED FOR

PLAINTIFFS:-

Ex.A1 is the original cheque bearing no. 056387, dt: 29-03-2021 for Rs.1,20,000/-.

Ex.A2 is the Original cheque return memo, dt: 30-04-2021.

Ex.A3 is the Office copy of Legal notice, dt: 29-05-2021.

DEFENDANTS

- NIL -

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