

IN THE COURT OF THE CIVIL JUDGE (JUNIOR DIVISION)
CUM JUDICIAL MAGISTRATE OF I CLASS, MUMMIDIVARAM::

Present : **SRI MOHAMMED RAHAMTULLA,**

Civil Judge (Junior Division)-cum-Judicial Magistrate of I Class Mummdivaram.

Tuesday, this the Twenty Third (23rd) day of December, 2025

ORIGINAL SUIT No.80/2025

Between:

Devatha Veera Venkata Satyanarayana, S/o.Late Venkata Krishna Rao,
Age.64 years, Cultivation and Business, R/o.Nr. Balaji Convent,
Mummdivaram of Mummdivaram Mandal, MMD. Jr.C.J.

... PLAINTIFF

And

Bandaru Trimurthulu, S/o.Krishna @ Krishna Murthy,
Age.52 years, Business, R/o. D.No.10-92,
Godasivaripalem, Tanelanka village, Mummdivaram Mandal,
MMD. Jr.C.J.

... DEFENDANT

This suit is coming on same day before me in the presence of Sri K. Tatam Raju and G. Srinivasarao, Advocate for the Plaintiff and Sri K. L. V. Prasad Rao filed Vakalat for the defendant and subsequently, the defendant remained exparte and having stood over for consideration to this day, this Court delivered the following:

: J U D G M E N T :

1. This is a suit filed for recovery of an amount of Rs.74,000/- along with subsequent interest @ 24% p.a., on the foot of promissory note, dated 1.7.2023 and for costs of the suit.

THE BRIEF AVERMENTS OF THE PLAINT ARE AS FOLLOWS:

2. The defendant borrowed an amount of Rs.50,000/- from the Plaintiff on 1.7.2023 for his family expenses and to discharge sundry debts and executed an on demand promissory note in favour of plaintiff for an amount of Rs.50,000/- agreeing to repay the same with interest at 24% p.a. On several demands made by

the Plaintiff personally and through mediators for the payment of pronote debt, the defendant failed to pay the debt. On that the plaintiff issued legal notice, dt.1.2.2025 to the defendant and the defendant received the same. The defendant kept quite and failed to pay the debt. Hence, the plaintiff filed the suit for recovery of the suit amount.

3. After issuance of suit summons to the defendant, he appeared before this court through his counsel. But, subsequently, the defendant failed to appear before this court and failed to file his written statement and remained exparte. Hence, the defendant was set exparte.

4. On behalf of plaintiff, he himself got examined as P.W.1 and got marked Exs.A.1 to A3. Ex.A1 is original Promissory note, dt.01.07.2023 executed by the defendant. Ex.A2 is the office copy of the legal notice issued to the defendant, dt.01.02.2025. Ex.A3 is Postal acknowledgment of defendant.

5. Heard the arguments of plaintiff counsel. Perused the material on record.

6. Now Point for consideration :

Whether the plaintiff is entitled the suit claim as prayed for or not ?

7. To prove his case, the plaintiff himself examined as PW.1 by filing his affidavit in lieu of his examination in chief by reiterating the averments of the plaint that the defendant borrowed an amount of Rs.50,000/- from him on 1.7.2023 for his family expenses and to discharge sundry debts and executed an on demand promissory note under Ex.A1 in favour of plaintiff for an amount of Rs.50,000/- agreeing to repay the same with interest at 24% p.a. On several demands made by the Plaintiff personally

and through mediators for the payment of pronote debt, the defendant not paid the debt amount to plaintiff. Therefore, the plaintiff got issued legal notice, dt.1.2.2025 under Ex.A2 to the defendant through his counsel, the defendant received the same under Ex.A3 Postal acknowledgment and kept quite and not made any payment due under the pronote debt.

8. The chief examination affidavit of P.W.1 shows sufficient evidence that the defendant received the entire consideration amount of Rs.50,000/- from the plaintiff and then executed Ex.A.1 in favour of the plaintiff on 1.7.2023 and later, in spite of repeated demands, for the payment of pronote debt, the defendant failed to discharge the same. On that the plaintiff issued registered legal notice under Ex.A2 and the defendant received the same under Ex.A3 and kept quite and not made the pronote debt. Now, the burden shifts to the defendant to disprove the case of plaintiff, but the defendant failed to appear before this Court and remained exparte. Then, the evidence of P.W.1 coupled with Exs.A.1 to A3 remained unchallenged. Hence, this Court holds that the demand promissory note, dated.1.7.2023 is true, valid and binding on defendant and he is liable to pay the suit amount to the plaintiff. Accordingly, the point is answered in favour of plaintiff and against the defendant.

9. In the result, the suit is decreed with costs in favour of the plaintiff and against the defendant, directing the defendant to pay a sum of Rs.74,000/- (Rupees Seventy Four Thousands only) to the plaintiff with subsequent interest at 12% per annum from the date of suit till the date of decree and thereafter at 6% per annum

from the date of decree till the date of realization on principal sum of Rs.50,000/-
(Rupees Fifty Thousands Only).

Typed to my dictation by the Stenographer Grade III, corrected and pronounced
by me in open Court on this the 23rd day of December, 2025.

Sd/-XXXX
CIVIL JUDGE (JUNIOR DIVISION)-CUM-
JUDICIAL MAGISTRATE OF I CLASS,
MUMMIDIVARAM

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

FOR PLAINTIFF:

P.W.1/16.12.2025: Devatha Veera Venkata Satyanarayana

FOR DEFENDANT:

None

DOCUMENTS MARKED

FOR PLAINTIFF:

Ex.A1 : Original Promissory note, dt.01.07.2023 executed by the defendant

Ex.A2 : Office copy of the legal notice issued to the defendant, dt.01.02.2025.

Ex.A3 : Postal acknowledgment of defendant.

FOR DEFENDANT:

Nil

Sd/-XXXX
C.J.(J.D.,) Cum J.M.F.C,
MMD