

IN THE COURT OF JUNIOR CIVIL JUDGE, GAJUWAKA

PRESENT: **B.SADHUBABU,**
Junior Civil Judge,
Gajuwaka

Tuesday, the 31st day of January, 2017

O.S. No.171/2016

Between:

Vadapalli Narasimha Murthy Raju, S/o. Late Subba Raju, Hindu, 60 years, retired employee, residing at D.No.31-27-45, Kurmannapalem, Visakhapatnam.

... Plaintiff.

And:

Sannapuram China Pullaiah, S/o. Pulliah, Hindu, 53 years, Visakhapatnam Steel Plant Employee, Resident of D.No.3-282, Gallavanipalem, Aganampudi, Visakhapatnam.

...Defendant.

This suit coming on this day before me in the presence of Sri.K.A.Lakshmana Rao, Advocate for the Plaintiff and the defendant called absent and set exparte and having and stood over for consideration till this day, this court delivered the following:

J U D G M E N T

1) This suit is filed for recovery of Rs.2,22,000/- (Rupees Two lakhs twenty two thousand only) from the defendant, being the amount of principal and interest due under a promissory note dt.22-8-2014, for Rs.1,50,000/- executed in favour of plaintiff by the defendant, agreeing to repay the same with interest @ 24% p.a., with subsequent interest and for costs of the suit.

2) The brief case of the plaintiff is that: 22-8-2014, defendant, for his family needs and to clear off his sundry debts, borrowed an amount of Rs.1,50,000/- from the plaintiff and executed demand promissory note in favour of plaintiff, agreeing to repay the same with interest 24% per annum either to the plaintiff or to his order on demand. In spite of repeated demands and requests made by the plaintiff orally, defendant failed to repay the amount due under the promissory note debt. Hence, the suit.

3) Service of summons held sufficient to the defendant. On 27-1-2017 the defendant was called absent, no representation and hence the defendant is set exparte.

4) On behalf of plaintiff, P.W.1 examined and got marked Ex.A1. Ex.A1 is the suit promissory note executed by the defendant in favour of plaintiff for an amount of Rs.1,50,000/-, dated 22-8-2014. The evidence of P.W.1 was not challenged by the defendant, the defendant was set exparte. The unchallenged evidence of P.W.1 proves about the

borrowing an amount of Rs.1,50,000/- and also the execution of Ex.A1 promissory note executed by the defendant in favour of the plaintiff on 22-8-2014. The evidence of P.W.1 further proves that in spite of demands made by the plaintiff orally, the defendant failed to discharge the suit promissory note debt. Hence, the suit claim is proved.

5) In the result, suit is decreed with costs for an amount of Rs.2,22,000/- (Rupees Two lakhs twenty two thousand only) with subsequent interest thereon at the rate of 12% p.a., from the date of suit, till the date of decree and thereafter at the rate of 6% p.a., from the date of decree till the date of realization on principal amount of Rs.1,50,000/-.

Typed to my dictation by Stenographer, corrected and pronounced by me in open court, this the 31st day of January, 2017.

JUNIOR CIVIL JUDGE
GAJUWAKA

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Plaintiff:

P.W.1 :V.Narasimha Murthy Raju

For Defendant:

-NONE-

DOCUMENTS MARKED

For Plaintiff :

Ex.A.1/ Suit promissory note executed by defendant in favour of plaintiff for an amount of Rs.1,50,000/- dated 22-8-2014.

For Defendant : -NIL-

JCJ/GWK

Date of Presentation : 21-10-2016/1-11-2016

Date of Filing : 4-11-2016

IN THE COURT OF JUNIOR CIVIL JUDGE, GAJUWAKA

PRESENT: **B.SADHUBABU,**
Junior Civil Judge,
Gajuwaka

Tuesday, the 31st day of January, 2017

O.S. No.171/2016

Between:

Vadapalli Narasimha Murthy Raju, S/o. Late Subba Raju, Hindu, 60 years, retired employee, residing at D.No.31-27-45, Kurmannapalem, Visakhapatnam.

... Plaintiff.

And:

Sannapuram China Pullaiah, S/o. Pulliah, Hindu, 53 years, Visakhapatnam Steel Plant Employee, Resident of D.No.3-282, Gallavanipalem, Aganampudi, Visakhapatnam.

...Defendant.

Suit to recover a sum of Rs.2,22,000/- (Rupees Two lakhs twenty two thousand only) from the defendant, being the amount of principal and interest due under a promissory note dt.22-8-2014, for Rs.1,50,000/- executed in favour of plaintiff by the defendant, agreeing to repay the same with interest @ 24% p.a., with subsequent interest and for costs of the suit.

Value of the suit for the purpose of Court Fee and jurisdiction is Rs.2,22,000/- (Rupees Two lakhs twenty two thousand only) and a Court Fee of Rs.4,726/- is paid under Section 20, Schedule-1, Article-1(b) and (c) of A.P.C.F and S.V.Act.

This suit coming on this day before me in the presence of Sri.K.A.Lakshmana Rao, Advocate for the Plaintiff and the defendant called absent and set exparte and having and stood over for consideration till this day, this court doth order: and

DECREE

1. that the defendant do pay to the plaintiff a sum of Rs.2,22,000/- (Rupees Two lakhs twenty two thousand only) with subsequent interest at the rate of 12% per annum from the date of filing of the suit, till the date of decree and thereafter at the rate of 6% per annum from the date of decree, till the date of realization on the principal amount of **Rs.1,50,000/-**; and
2. that the defendant do also pay to the plaintiff a sum of **Rs.9,046/-** towards costs of the suit.

Given under my hand and the seal of the court, this the 31st day of January, 2017.

JUNIOR CIVIL JUDGE
GAJUWAKA

For Plaintiff:

Vakalat
Plaint stamp
Process
Type charges
Advocate fee

Costs allowed

MEMORANDUM OF COSTS

Rs.	ps.
	2-00
4,726	00
	38-00
	100-00
4,180	00

Rs.9,046-00

For Defendant:

No cost memo is filed.

JCJ/GWK