

IN THE COURT OF JUNIOR CIVIL JUDGE AT GAJUWAKA

**Present : Sri Y.Gopala Krishna, L.L.B.
Principal Junior Civil Judge,
Anakapalle
(FAC) Junior Civil Judge, Gajuwaka**

Friday, the 23rd day of February 2018.

ORIGINAL SUIT NO.24/2017

Between:

Vadapalli Venkata Satyanarayana Raju, S/o late Subba Raju, Hindu, aged 62 years, Rtd Steel plant employee, residing at D.No.31-2-63/4, Duvvada Station Road, Kurmannapalem, Vadlapudi (PO), Visakhapatnam-46.

...Plaintiff

And:

Yearamati Chittiyya, S/o Surya Rao, Hindu, aged 36 years, Business, residing at Kongaruvari Veedhi, Korprole(V), S.Rayavaram(M), Visakhapatnam.

.... defendant

This suit is coming on 16-02-2018 for hearing before me in the presence of Sri M.S.Nagesh, Learned Counsel for plaintiff and the defendant is set exparte and upon hearing the learned counsel for the plaintiff and having stood over for consideration till this day, the court delivered the following:

JUDGMENT

This suit is filed to recover a sum of Rs.1,67,716/- being the balance of principal and interest due on a promissory note, dated 02.03.2014 executed by defendant in favour of plaintiff for Rs.1,00,000/- agreeing to repay the same with interest at 24% per annum and for subsequent interest and for costs of the suit.

2. The case of plaintiff, in brief, is that,

on 02.03.2014 the defendant borrowed a sum of Rs.1,00,000/- from the plaintiff for his family expenses and sundry debts executed promissory note with interest @ 24% p.a.

Subsequently, in spite of repeated demands oral as well as legal notice dt: 23.06.2016, the defendant failed to repay the debt amount and postponed the same on one pretext or other. Hence, the present suit is filed for recovery of money.

3. Summons served on the defendant, but he did not appear before the court in person or through his counsel. As such, the defendant is made set exparte.

4. During course of trial, the plaintiff himself examined as PW1 and Exhibited A1 to A3.

5. Heard.

6. Point for consideration is :

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

Point :

It is the case of plaintiff that, the defendant borrowed an amount of Rs.1,00,000/- on 02.03.2014 and executed promissory note and subsequently, in spite of repeated demands, he failed to repay the debt amount.

8. To substantiate the case, the plaintiff examined himself as PW1 and exhibited A1 to A3. Ex.A1 is suit promissory note dt.02.03.2014, Ex.A2 is O/c of legal notice dt:23.06.2016 and Ex.A3 is reply notice dt:25.07.2016.

9. PW1 reiterated averments of plaint in her chief affidavit. The plaintiff was not cross examined. As such, the evidence of PW1 is unchallenged. The evidence of PW1 is supported by Ex.A1 to A3. This court has not found any reason to discredit the evidence of PW1. Hence, it is held that the defendant borrowed an amount of Rs.1,00,000/- from the plaintiff and executed promissory note.

10. In the result, the suit is decreed with costs in favour of the plaintiff and against the defendant for a sum of *Rs.1,67,716/- (Rupees One lakh sixty seven thousand seven hundred and sixteen only)* with subsequent interest at the rate of 12% per annum from the date of filing of the suit to till the date of decree and thereafter at the rate of 6% per annum from the date of decree to till the date of realization on the Principal amount of *Rs.1,00,000/- (Rupees one lakh only)*.

Typed to my dictation by Typist, corrected and pronounced by me in open court, this the 23rd day of February 2018.

*Principal Junior Civil Judge,
Anakapalli
(FAC) Junior Civil Judge
Gajuwaka*

APPENDIX OF EVIDENCE

Witnesses Examined

For Plaintiff

PW1 : Sri V.Venkata Satyanarayana Raju

For Defendant

None

Exhibits Marked

For Plaintiff

Ex.A1 : Suit promissory note dt. 02.03.2014

Ex.A2: O/c of legal notice dt:23.06.2016

Ex.A3: Reply notice dt:25-7-2016.

For Defendant:-

NIL.

PJCJ /AKP
(FAC) JCJ / GWK

