

IN THE COURT OF PRINCIPAL JUNIOR CIVIL JUDGE AT BHEEMUNIPATNAM

Present: - P Nageswara Rao,

Principal Junior Civil Judge, Bheemunipatnam

Thursday , this the 23rd day of February,2023

O.S.NO.499/2022

Between:

Sarlana Krishna Rao,

S/o Apparao, Aged 67 years,

Flat No.402, IBR Enclave,

SBI Colony, Near Lalitha temple,

PM Palem last Bus Stop,

Visakhapatnam.

... Plaintiff

And:

Korrai Ramarao,

S/o K.Chandrayya,

Aged 58 years,

Old School Street,

Back side of Neelamatalli temple,

Ravivalasa village, Tekkali Mandal,

Srikakulam District.

... Defendant

This suit coming on 9.2.2023 for final hearing and disposal before me in the presence of S.Narasingarao, Advocate for Plaintiff and the defendant having remained set exparte and the matter is having stood over for consideration till this day, this Court made the following :

J U D G M E N T

1. This suit is filed by the plaintiff against the defendant for recovery of a sum of Rs.3,29,466/- being the principal and interest at the rate of 24% P.A due on the promissory note dated. 5.1.2020 executed by the defendant in favour of the plaintiff and for costs of the suit.

2. The brief averments of the plaint are that the defendant borrowed an amount of Rs.2,00,000/- on 5.1.2020 from the plaintiff for his family expenses and accordingly the defendant executed pronote in favour of plaintiff agreeing to repay the same with interest @ 24% p.a to the plaintiff or his demand. Subsequently in spite of repeated requests made by the plaintiff, the defendant failed to pay either interest or principal amount to the plaintiff due under said pronote. Hence, the plaintiff got issued legal notice on 10.08.2022 and by receiving the same, the defendant gave reply notice to the plaintiff with all false allegation. Hence, the plaintiff constrained to file suit for recovery of due amount under said pronote .

3. Though the summons personally served to the defendant, he failed to file written statement and the defendant was set exparte.

4. The plaintiff himself examined as PW.1 and Ex.A1 to A4 are marked on his behalf. The cross-examination of P.W.1 is recorded as nil as the defendant was already set-exparte.

5. Heard the arguments of the counsel for the plaintiff .

6. Now, the point for consideration is that whether the plaintiff is entitled for recovery of amount from the defendant due under the promissory note along with interest or not ?

7. **Point :**

During the trial, the plaintiff himself examined as PW.1 and got marked Ex.A1 to A4. By filing chief affidavit, plaintiff reiterated the plaint averments contending that the defendant borrowed an amount of Rs.2,00,000/- on 5.1.2020 from him for his family expenses and accordingly the defendant executed pronote in his favour agreeing to repay the same with interest @

24% p.a to him or his demand and subsequently in spite of repeated requests made by him, the defendant failed to pay either interest or principal amount and he got issued legal notice on 10.08.2022 and by receiving the same, the defendant gave reply notice with all false allegations and that he filed suit against the defendant. The defendant failed to file written statement. Hence, the defendant was set-exparte. Therefore, non attendance and non filing of written statement by the defendant is nothing but admission of the case of the plaintiff. Since there is no denial with regard to the case of the plaintiff by the defendant, the case of the plaintiff remained as unchallenged.

8. As seen from the chief affidavit of PW.1 coupled with Ex.A1 to A4 and other material, it is crystal clear that Ex.A1 promissory note dated. 5.1.2020 was executed by defendant in favour of the plaintiff after receiving cash consideration . In that circumstances, this Court has no other alternative except to believe the case of the plaintiff in holding that the defendant has borrowed amount due under Ex.A1 promissory note from plaintiff and subsequently, he failed to repay the same to the plaintiff. Hence, this Court felt that the plaintiff is entitled to recover the amount due under Ex.A1 promissory note together with interest from the defendant. Accordingly, the Point is answered in-favour of the plaintiff.

9. In the result, the suit is decreed with costs in favour of the plaintiff for a sum of Rs.3,29,466/- together with interest at 12% p.a from the date of suit till the date of decree, and thereafter at 6% p.a from the date of decree till the date of realization on the total principal sum of Rs.2,00,000/-.

Typed by Stenographer on my dictation, corrected, signed and pronounced by me in open Court on this the 23rd day of February,2023.

Sd/- P.Nageswarrao
Principal Junior Civil Judge,
Bheemunipatnam.

Appendix of Evidence

Witnesses Examined :

For the Plaintiff :

PW.1 : Sarlana Krishnarao

For the Defendant : Nil

Exhibits Marked :

For the Plaintiff :

Ex.A1 : Original promissory note executed by the defendant in favour of the plaintiff for Rs.2,00,000/- dated.05.01.2020.

Ex.A2 : Office copy of legal notice issued by the plaintiff dt.10.08.2022.

Ex.A.3 : Original postal receipt dated. 10.08.2022.

Ex.A.4 : Original reply notice from the defendant dt. 18.08.2022.

For the Defendant : Nil

Sd/- P.Nageswarrao
Principal Junior Civil Judge,
Bheemunipatnam.