

IN THE COURT OF THE PRINCIPAL JUNIOR CIVIL JUDGE : BHEEMUNIPATNAM

Present: - P Nageswara Rao,

Principal Junior Civil Judge, Bheemunipatnam

Tuesday , this the 26th day of March, 2024

O.S.No. 503/2022

Between:

Yechuri Venkata Subrahmanya

Mallikarjuna Sarma,

S/o late Venkata Sesha Giri Rao,

Aged 4 years, Vemulavalasa village,

Anandapuram Mandalam,

Visakhapatnam District.

... Plaintiff

And:

1. Regana Sankara Rao,

S/o Rama Murthy Naidu,

Aged 49 years,

M.Gadabavalasa,

Meraka Mudidam,

Vizianagaram District.

2. Regana Srinivasa Rao,

S/o Rama Murthy Naidu,

Aged 42 years,

M.Gadabavalasa,

Meraka Mudidam,

Vizianagaram District.

... Defendants

This suit coming on 04.03.2024 for hearing and disposal before me in the presence of K.V.Chandra Sekhar Rao, Advocate for Plaintiff and the defendants were set exparte and the matter is having stood over for consideration till this day, this court made the following :

JUDGMENT

1. This suit is filed by the plaintiff against the defendants for recovery of a sum of Rs.1,69,235/- being the principal and interest at 18% p.a due on a promissory note dated: 08-07-2016 executed by the defendants for an amount of Rs.1,10,000/- in favour of the plaintiff and for costs of the suit.

2. The brief averments of the plaint are that the defendants are own brothers and the defendants jointly borrowed an amount of Rs.1,10,000/- from the plaintiff on 08.07.2016 to clear their sundry debts and executed a demand promissory note in favour of plaintiff on the same day agreeing to repay the same with interest @18% per annum and thereafter inspite of repeated requests and demands made by plaintiff personally and also through mediators, but the defendants has been postponing the same on one pretext or the other. Hence, the plaintiff filed the suit for recovery of due amount.

3. The suit summons of defendants served personally, but the defendants did not file any written statement though initially attended to the court. Hence, the defendants were set exparte.

4. The plaintiff himself examined as P.W.1 and Ex.A1 is marked on his behalf.

5. Heard the counsel for the plaintiff.

6. Now, the point for consideration is whether the plaintiff is entitled for recovery of amount under the promissory note dated : 08-07-2016 said to be executed by the defendants jointly in favour of plaintiff or not?

7. **Point :**

During the trial, the plaintiff himself examined as PW1 and got marked Ex.A1. By filing chief affidavit, plaintiff reiterated the plaint averments contending that that the defendants are own brothers and they jointly borrowed an amount of Rs.1,10,000/- from him on 08.07.2016 to clear their sundry debts and executed a demand promissory note in favour of him on the same day agreeing to repay the same with interest @18% per annum and thereafter inspite of repeated requests and demands made by him personally and also through mediators, but the defendants has been postponing the same on one pretext or the other. The suit summons of defendants served personally, but the defendants did not file any written statement though initially attended to the court. Hence, the

defendants were set exparte. Therefore, non attendance and non filing of written statement by the defendants 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 defendants, the case of the plaintiff remained as unchallenged.

8. As seen from the chief affidavit of PW1 coupled with Ex.A1 and other material, it is crystal clear that Ex.A1 pronote was executed by defendants in favour of the plaintiff for the amount thereon. In that circumstances, this Court has no other alternative except to believe the case of the plaintiff in holding that the defendants borrowed amount due under Ex.A1 promissory note from the plaintiff and subsequently, they failed to repay the same to him. Hence, this Court felt that the plaintiff is entitled to recover the amount due under Ex.A1 pronote together with interest from the defendants . 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 and the defendants no.1 and 2 are liable to pay a sum of Rs.1,69,235-00 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 principal sum of Rs.1,10,000-00.

Typed by my stenographer on my dictation, corrected , signed, and pronounced by me in open court, this the 26th day of March, 2024.

Sd/-P.Nageswarrao

Principal Junior Civil Judge,
Bheemunipatnam.

Appendix of Evidence

Witnesses Examined:

For the Plaintiff:

PW.1 : Y.Venkata Subrahmanya Mallikarjuna Sarma.

For the Defendants: Nil

Exhibits Marked :

For the Plaintiff:

Ex.A1 : Original Suit promissory note dated. 08.07.2016 for Rs.1,10,000/-
which was executed by the defendants in-favour of plaintiff.

For the Defendants: Nil

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

O.S.NO.503/2022

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Dated : 26.03.2024