

IN THE COURT OF JUNIOR CIVIL JUDGE, THAMBALLAPALLE.

Present:-Present:- Sri I. Praveen Kumar

II Addl. Junior Civil Judge,
Madanapalle,
FAC. Junior Civil Judge,
Thamballapalle.

Friday, this the Fifteenth (15th) day of March, 2024.

O.S. No.180 OF 2023

Between:

P. Syamamma, W/o P. Adinarayana, aged about 44 years, House wife, residing at Yerrasanipalli village H/o Yeddulavaripalli post of Thamballapalle Mandal, Annamayya District.

.. Plaintiff.

And:

P. Naga Jyothi, W/o P. Pedda Reddeppa, aged about 47 years, ANM, residing at D.No.2-273-9, P & T Colony, Madanapalle Town and Mandal, Annamayya District.

.. Defendant.

This suit is came up before me on 01.03.2024 for final hearing in the presence of Sri. S. Gaffar Saheb, Advocate for the plaintiff and the defendant was set exparte on 26-12-2023, and on hearing on plaintiff's side and on perusal of entire record, and having stood over for consideration till this day, this Court delivered the following:

J U D G M E N T

01. The present suit is filed by the plaintiff against the defendant under Order-VII, Rule-1 r/w Sec.26 of C.P.C. for recovery of amount for the suit claim of Rs.97,641/- along with future interest and costs.

02. **As per the brief averments of the plaint:-**

The plaintiff submits that the defendant borrowed an amount of Rs.67,000/- on 01.08.2021 from the plaintiff for her legal necessities, business, family expenses and justifiable causes and executed the suit promissory note in favour of the plaintiff with agreed rate of interest at 24% per annum on his demand and thereby, the original promissory note is filed for perusal of the Hon'ble Court.

03. It is further submitted that the defendant after borrowing the said amount, neither paid any interest nor the principal to the plaintiff and in spite of several demands, she evaded to pay the same on some pretext or the other. Therein, the cause of action arose on 01-08-2021 when the defendant

borrowed amount from the plaintiff and executed suit promissory note and subsequently failed to discharge the suit amount and the plaintiff has filed the suit against the defendant for the suit claim of Rs.97,641/- basing on the suit promissory note for principal amount of Rs.67,000/- as well as further interest at 24% per annum and also to pay costs of the suit and other orders, which are fit and proper in the circumstances of the case. Hence, he filed the present suit.

04. However, written statement was not filed by the defendant in sufficient time. Hence, the defendant was set exparte on 26-12-2023.

05. In order to prove the contentions of the plaintiff, the plaintiff herself got examined as PW-1 and got marked Ex.A-1 in support of her contention. The defendant was set ex-parte and there is no evidence on behalf of defendant.

06. Heard. Perused the documents on record.

07. **Now the points for consideration are that:**

- (1) Whether the plaintiff is entitled for suit claim of Rs.97,641/- against the defendant along with future interest at 24% per annum as prayed for?**
- (2) To any other relief as prayed for?**

08. POINT No.1:

In order to prove her contention, PW-1 filed her chief affidavit, wherein she reiterated the contents of the plaint and also the averments of her chief affidavit and corroborated her version with that of the plaint during her examination-in-chief and furthermore, she got marked Ex.A-1 on her behalf. On perusal of Ex.A-1, which is nothing but the original suit promissory note dated 01.08.2021 executed in favour of the plaintiff by the defendant for the principal amount of Rs.67,000/- along with agreed rate of interest at the rate of 24% per annum and the suit promissory note is attested by one witness, is found on record and it is scribed by one P.Naga Jyothi.

09. Therefore, the evidence of PW-1 stands unrebutted as the defendant was set ex-parte and the unrebutted evidence of PW-1 coupled with Ex.A-1 strengthen the claim of the plaintiff herein that the defendant has borrowed Rs.67,000/- under suit promissory note dated 01.08.2021 for cash consideration of Rs.67,000/- and subsequently, she failed to pay the same. Therefore, the claim of the plaintiff is strengthened and corroborated with that of the evidence of PW-1 adduced on record and furthermore, the presumption

laid under Sec.118 of Negotiable Instruments Act also lies in favour of the plaintiff that the suit promissory note Ex.A-1 is supported by cash consideration unless it is rebutted by any evidence on other side. Therefore, the unrebutted evidence of PW-1 coupled with Ex.A-1, which stands impeachable, strengthen the plea of the plaintiff herein and she has proved her case with that of the suit claim against the defendant beyond all preponderance of probabilities. Therefore, the plaintiff has proved her case against the defendant. Therefore, the point is answered in favour of the plaintiff.

10. POINT No.2:

In view of the point No.1 answered, wherein the plaintiff is entitled for suit claim of Rs.97,641/- basing on the principal amount of Rs.67,000/- as well as agreed rate of interest at 24% per annum till the date of filing of the suit as well as she is also entitled for further interest at the rate of 12% per annum from the date of filing of the suit till the date of decree and further interest at the rate of 6% per annum from the date of decree, till the date of realization and defendant is liable to pay the decreetal amount to the plaintiff.

11. In the result, the suit is decreed in favour of the plaintiff directing the defendant to pay the suit claim of Rs.97,641/- and also further interest at the rate of 12% per annum on the principal amount of Rs.20,000/- from the date of filing of the suit till the date of decree and further interest at 6% per annum from the date of decree till the date of realization. Costs ordered.

Dictated to the Stenographer, transcribed by him, corrected and pronounced by me in the open Court on this the 15th day of March, 2024.

Sd/-xxxxxxxx

**II Addl. Judl., Magistrate of I Class
Madanapalle
FAC.Junior Civil Judge,
Thamballapalle**

APPENDIX OF EVIDENCE

Witnesses examined for

Plaintiff:-

PW-1 : P. Syamalamma

Defendant:-

-NIL-

Exhibits marked on behalf of the plaintiff:-

Ex.A-1: Dt.01.08.2021, Suit promissory note executed by the defendant in favor of the plaintiff.

Exhibits marked on behalf of defendants:- -NIL-

Sd/-xxxxxxxxxx

**II Addl. Judl., Magistrate of I Class
Madanapalle
FAC.Junior Civil Judge,
Thamballapalle**