APKU100026472025

OS.No.19/2026
22.04.2026

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE (JUNIOR DIVISION), DHONE

Present: Sri.Palamangalam Vinodh
Principal Civil Judge (Junior Division) Dhone

Wednesday the 22nd day of April, 2026

ORIGINAL SUIT NO.19/2026

T.Jeyanabi, 45 years, W/o T.Dastagiri, Hindu, Housewife, R/o H.No.8-26, Kothapeta, Dhone, Nandyal District. Cell: 9014896938

... Plaintiff

- Versus

Yeddula Nagaraju, 48 years, S/o Y.Venkateswarlu, Hindu, Business, R/o H.No.13-93-1, Pathapeta, Dhone, Nandyal District. Cell: 9949048945

… Defendant

This suit is coming on 30.03.2026 before me for final hearing in the presence of Sri S.Mohammad Rafi, Advocate for the plaintiff and defendant having been remained ***exparte***, upon having perused the material papers on record, this Court delivered the following:-

J U D G M E N T

The suit is filed by the plaintiff against defendant for recovery of suit amount Rs.68,700/- based on promissory note dated.28.12.2022 with subsequent interest and for the cost of suit.

2. The brief facts of the case of plaintiff as stated in plaint is that, the defendant borrowed Rs.40,000/- on 28.12.2022 from plaintiff in the form of cash for defendant's necessities/family expenses and executed a demand promissory note on the same day for the said amount agreeing to repay the same to the plaintiff or her order with interest at 24% per annum. Thereafter defendant failed to repay the promissory note amount and interest thereon inspite of repeated demands made by the plaintiff.

3. Despite service of summons, the defendant was called absent and there was no representation on behalf of the defendant. Hence defendant was set exparte on 20.02.2026.

4. During the course of trial, the plaintiff got herself examined as PW.1 and got marked Ex.A.1/original suit promissory note, dt.28.12.2022 executed by defendant in favour of plaintiff.

5. Perused the material on record and heard the learned counsel for plaintiff.

6. Now the point for determination are :

1. Whether the plaintiff is entitled to recover the suit amount from the defendant, as prayed for?
2. To what relief?

7. <u>Point No.1:</u>

To prove the case of plaintiff, she got herself examined as PW.1 and her chief examination was filed by way of affidavit. PW1 testified that on the defendant borrowed a sum of Rs.40,000/- on 28.12.2022 in cash from the plaintiff for his necessities/family expenses and thereafter defendant executed suit promissory note on the same day for the said amount agreeing to repay the same to him with interest at 24% percent per annum in the presence of E.Lakshmaiah who attested the suit promissory note and scribed by one B.Eswarl. PW.1 further testified that despite of her oral demands requests defendant failed to pay the amount due under the promissory note.

8. Defendant did not contest the matter and remained exparte, due to which PW.1 was not cross examined. Therefore the testimony of PW.1 remained unrebutted.

9. The evidence of PW.1 coupled with Ex.A1 establishes that defendant borrowed Rs.40,000/- with an interest of 24% per annum from plaintiff on 28.12.2022. Hence the plaintiff is entitled for decree against the defendant to recover the suit amount from the defendant. Accordingly the point is answered in favour of the plaintiff against defendant.

10. Point No.2:

In view of the findings of this court in point No.1, the suit is to be decreed as prayed for. The plaintiff prayed for the grant of interest at the rate of 24% per annum from the date of suit to till realization. This Court is of the view that it would meet the ends of justice, if the interest at the rate of 12% per annum from the date of institution of suit till the date of decree and thereafter at 6% per annum from the date of decree till the date of realization on principal amount is granted. As such this Court is not inclined to grant interest at the rate of 24% per annum as claimed by the plaintiff.

In the result, the suit is decreed with costs in favour of plaintiff and against the defendant for a sum of Rs.68,700/- with interest at the rate of 12% per annum from the date of institution of 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.40,000/-.

Typed to my dictation by Stenographer, corrected, signed and pronounced by me in the open Court, on the 22nd day of April, 2026.

Principal Civil Judge
(Junior Division), Dhone.

Appendix of evidence

Witnesses examined.

For plaintiff.	**For Defendant**
PW1: T.Jayanabi	Nil

Exhibits marked

For plaintiff.

Ex.A.1/original suit promissory note, dt.28.12.2022 executed by defendant in favour of plaintiff

For Defendant: Nil

Principal Civil Judge
(Junior Division), Dhone.