APKU100002012026

OS.No.65/2026
14.05.2026

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

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

Thursday the 14th day of May, 2026

ORIGINAL SUIT NO.65/2026

Marri Sainath, 50 years, S/o M.Krishnamoorthy, Hindu, Cultivation, R/o H.No.7-2-17-402, Nehru Nagar, Dhone, Nandyal District. Cell: 9441294561

... Plaintiff

- Versus

1. S.Saleem Basha, 40 years, S/o S.Modhin, Muslim, Business.

2. S.Haseena, 35 years, W/o S.Saleem Basha, Muslim, Business.

Both are R/o H.No.4-149-188, Sundhursingh Colony, Dhone, Nandyal District. Cell: 9440649131

… Defendants

This suit is coming on 06.05.2026 before me for final hearing in the presence of Sri Marri Neeraj and Shaik Heena Begum, Advocates for the plaintiff and defendants 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 defendants for recovery of suit amount Rs.2,70,000/- based on promissory note dated.15.11.2024 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 defendants jointly borrowed Rs.2,10,000/- on 15.11.2024 from plaintiff in the form of cash for defendants 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 his order with interest at 24% per annum. Thereafter defendants failed to repay the promissory note amount and interest thereon

inspite of repeated demands made by the plaintiff and also issuing of legal notice dt.10.09.2025.

3. Despite service of summons, the defendants was called absent and there was no representation on behalf of the defendants. Hence defendants was set exparte on 16.03.2026.

4. During the course of trial, the plaintiff got himself examined as PW.1 and got marked Ex.A.1/original suit promissory note dt.15.11.2024, Ex.A2/office copy of legal notice dt.10.09.2025 and Ex.A3/postal receipts dt.12.09.2025m (2 in number).

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 defendants, as prayed for?
2. To what relief?

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

To prove the case of plaintiff, he got himself examined as PW.1 and his chief examination was filed by way of affidavit. PW1 testified that on the defendants jointly borrowed a sum of Rs.2,10,000/- on 15.11.2024 in cash from the plaintiff for his family expenses and thereafter defendants 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 one T.Mahesh who attested the suit promissory note and scribed by one M.Subba Rao. PW.1 further testified that despite of his oral demands requests defendants failed to pay the amount due under the promissory note.

8. Defendants 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 to A4 establishes that defendants borrowed Rs.2,10,000/- with an interest of 24% per annum from plaintiff on 15.11.2024. Hence the plaintiff is entitled for decree against the

defendants to recover the suit amount from the defendants. Accordingly the point is answered in favour of the plaintiff against defendants.

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 defendants for a sum of Rs.2,70,000/- 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.2,10,000/-.

Typed to my dictation by Stenographer, corrected, signed and pronounced by me in the open Court, on the 14th day of May, 2026.

Principal Civil Judge
(Junior Division), Dhone.

Appendix of evidence
Witnesses examined.

For plaintiff.	**For Defendants**
PW1: Marri Sainath	Nil

Exhibits marked

For plaintiff.	**For Defendants:**
Ex.A.1/original suit promissory note dt.15.11.2024	Nil
Ex.A2/office copy of legal notice dt.10.09.2025	
Ex.A3/postal receipts dt.12.09.2025m (2 in number).	

Principal Civil Judge
(Junior Division), Dhone.