IN THE COURT OF HON’BLE PRL. JUNIOR CIVIL JUDGE AT : HUZURABAD

O.S.No. 116 OF 2023

Between:- Pillalamarri Ravinder

….Plaintiff

AND

Kongonda sambaiah & another

…Defendants

WRITTENSTATEMENT FILED BY THE DEFENDANT NO.1AND 2

May it please your Honour

The Plaintiff and defendant No.1 are close friends since more than ten years, as such there is an acquaintance in between them. The defendant No1 with the close acquaintance came to the plaintiff repeatedly requested him to facilitate hand loan of Rs.10,00,000/- for his family legal necessities Thus, on his repeated requests the plaintiff lend an amount of Rs.3,00,000/- (Rupees Three Lakh Rupees only) on 01.10.2020 and Rs.4,50,000/- (Rupees four Lakh Fifty Thousand Only) on 15.10.2020 in the home of the plaintiff is utterly false and denied . The defendant No.1 agreed to repay the amount together with interest @ Rs.2.00 paisa per month for hundredis a further lie . The Plaintiff lend the money towards hand loan out of friendly relations is also false . After receiving the said amount the defendant No.1 has executed a promissory note and receipt as a collateral security in favour of plaintiff in the presence of witnesses on 01.10.2020 undertaking his liability to pay the amount Rs.3,00,000/- with 24% per annum and on 15.10.2020 undertaking the liability to pay the amount of Rs.4,50,000/- with 24% per annum is utterly false and denied . the defendant No.1 promised to repay the amount with agreed interest as and when demanded by plaintiff is also false and denied . The defendant No.1 also promised that the debt amount with agreed interest will be paid as early as possible when ever demanded by plaintiff is false and denied . The defendant No.1 jointly and severally liable to pay the amount is also and denied .Later plaintiff several times orally demanded the defendant N0.1 to repay the debt amount of Rs.7,50,000/- with agreed interest but, the defendant No.1 requested time on one pretext or other for repayment, but not paid the amount is also false and denied . Plaintiff therefore, disgusted with his attitude as such as finally Rs.7,50,000/- along with interest but the defendant No.1 refused to pay the amount is also utterly false when there is no such debt amount then the question of refused the payment never arise . The original promissory note and other relevant documents are filed through list is also and which were created for the purpose of this suit . The same may be read as part and parcel the plaint is also false and denied . In the circumstances, the plaintiff has no alternative except to file the suit for recovery of money.

The defendant No.1 is the absolute owner and exclusive possessor of house plot to an exact of 128.29 square yards in Sy.No.720/1 situated at jammikunta town and mandal of karimnager district. Recentgly, the plaintiff came to know that in order to escape the liability of the plaintiff , alienating the said house plot to defendant No.2 and entered into the agreement of sale with her and ready to get register the said property in her name. The defendant No.1 is making hectic efforts to alienate the house plot to defendant No.2 with the help of sub registrar, Huzurabad in order to evade the payment of the plaintiff. Hence, the defendants No.2 is made as party to the suit. The plaintiff reliably learnt the said fact as such he approached the Hon’ble Court. Hence, the plaintiff is constrained to file this suit along with an IA for attachment before Judgement. The plaintiff is hereby filing the above referral documents for your honour's kind perusal.

Limitation: The suit is filed within limitation.

Cause of Action: The cause of action for the suit arose on 01.10.2020 and 15.10.2020 when the defendant No.1 received the amount and executed promissory notes with receipt in favor of the plaintiff. Finally on 10-04-2023 when the plaintiff finally demanded the defendant No.1 to repay the debt amount along with interest. The cause of action is subsisting.

Jurisdiction: The cause action arose at the house of plaintiff at Jammikunta village and mandal of karimnagar district within the territorial jurisdiction of the Hon’ble Court . Hence the Hon’ble Court is having jurisdiction to try and decide the suit claim.

Court fee: This is the suit for recovery of amount of Rs.12,04,300/- under two promissory notes for Rs.3,00,000/- and for Rs.4,50,000/- i.e., Rs.4,83,400/- (Rupees Four Lakh Eighty Three Thousand Four Hundred Only) [i.e. Rs.3,00,000/- principal plus Rs.1,83,400/- interest @ 24% per annum from 01.10.2020 to 19.04.2023] and Rs.7,20,900/- (Rupees seven Lakhs Twenty Thousand Nine Hundred Only) [i.e. Rs.4,50,000/- principal plus Rs.2,70,900/- interest @ 24% per annum from 15.10.2020 to 19.04.2023]. The court fee payable on the said amount of Rs.12,04,300/- is comes to RS. /- is paid in Hon’ble prl. Junior civil judge court account of SBI Huzurabad Bank and the pay in silp is affixed on the plaint under section 20 of APCF and SV act and the same the value for the purpose of jurisdiction under section 50 of said act.