

HIGH COURT FORM NO. (J) 2.

HEADING OF JUDGMENT IN ORIGINAL SUIT.

IN THE COURT OF MUNSIFF NO. 3 AT GUWAHATI.

DISTRICT-KAMRUP

Money Suit Case No. 332/2011

Present:

***Naguib Ahmed. A.J.S
M.Sc (Agriculture), LL.B.
Munsiff No.3, Guwahati.***

16th day of July, 2012

Sri. Ramesh Mahanta

S.O: Late Bangahidhar Mahata

C.O: Pranab Bora

R.O: Kahilipara

Guwahati

District: Kamrup (M), Assam.....: Plaintiff(s)

-Versus-

Sri. Paresh Gour.

S.O: Late Pancha Goar

R.O: Udalbakra, Tetelitol

District: Kamrup (M), Assam.....: Defendant(s)

This suit coming on for final hearing on 02.08.2012 in the presence of:-

1. Sri. N. Alam

2. Ms. Nibedita Mahanta : Advocate for the plaintiff(s).

And

3. None : Advocate for the defendant(s).

and having stood for consideration to this day, the court delivered the following Judgment.

JUDGEMENT

(A suit for recovery of an amount of Rs. 20,000/-)

1. ***Plaintiff's case:*** The plaintiff through the plaint stated inter-alia that the defendant approached the plaintiff for an amount of Rs. 20,000/- (Twenty Thousands) only to meet some of his urgent needs. The plaintiff thereafter paid the said amount which was received by the defendant. The defendant agreed to repay the entire amount within 3 (Three) months. The defendant also undertook an agreement in presence of witness to repay the loan on 13.07.2009. Even after expiry of the said period the defendant refused to repay the loan. Finally on 15.11.2011 the plaintiff approached the defendant and asked for the money. But the defendant refused to repay the same. The cause of action arose on the expiry of the 3 (Three) months time as per the agreement, i.e on 14.10.2009 and subsequently on 15.11.2011 when the defendant finally refused to pay the amount
2. The Plaintiff under the circumstances prayed to pass decree in-favour of the plaintiff to pay a sum of Rs. 20,000/- (Twenty Thousands) only along with interest, the cost of the suit and any other relief to which the plaintiff is entitled too.
3. In response to the summons the defendant did not contest the suit and hence the suit proceeded ex-parte against him.
4. The plaintiff submitted his evidence as ***PW-1 Ramesh Mahanta***. The following document was exhibited by the plaintiff.
Exhibit-1 : Deed of Agreement between the plaintiff and the defendant dated 13.07.2009.
5. Perused the evidence of PW-1.

Heard learned counsel for the plaintiff. There is no discrepancy in the evidence of the PW. As the defendant did not contest and the suit proceeded ex-parte, there is no reason to disbelieve the pleadings of the plaintiff as well

as the evidence of the PW. The document exhibited by the plaintiff are duly proved and the suit filed within time.

In light of all the court finds that the plaintiff has been able to prove it's case.

6.

ORDER

The suit is accordingly decreed with cost.

Defendant Paresh Gour is liable to pay Rs. 20,000/- (Twenty Thousand) only at 15% rate of interest from the date of filing of the suit till payment is received.

Prepare decree accordingly.

Given under my hand and seal of this court on *16th day of July 2012.*

*Naguib Ahmed
Munsiff No.-3, Kamrup,
Guwahati.*

APPENDIX

Plaintiff's Witnesses

PW- 1: Sri. Ramesh Mahanta

Exhibit-1 : Deed of Agreement between the plaintiff and the defendant dated 13.07.2009.

*Naguib Ahmed
Munsiff No.-3, Kamrup,
Guwahati.*