



HIGH COURT FORM NO. (J) 2

HEADING OF JUDGMENT IN ORIGINAL SUIT/CASE

District : **BAKSA.**

IN THE ORIGINAL COURT OF THE CIVIL JUDGE,
Baksa at Mushalpur

Present :- ***A.M.Md.Mahiuddin. M.Sc; LL.B.***

Wednesday, the 17th day of July, 2019

Money Suit No. 01 of 2019

Sri. Ghanashyam Roy

..... Plaintiff.

Versus

Md. Moidul Islam Ali

..... Defendant.

This suit/case coming on for final hearing on **22.05.2019**, in the presence of

Sri. Raju Rabha, Anesur Zaman and Runmi Dutta
Advocates for the plaintiff.

and having stood for consideration to this **17th day of July, 2019**, the Court delivered the following judgment :-

TYPED BY ME

A.M.Md.Mahiuddin,
Civil Judge, Baksa, Mushalpur.

Civil Judge
Baksa

Money Suit No. 01 of 2019

Plaintiff: Sri. Ghanashyam Roy

Vs

Defendant: Md. Moidul Islam Ali

J U D G M E N T

1. This is a suit filed by one Ghanashyam Roy against defendant Md. Maidul Islam Ali for realization of an amount of Rs 3,90,000/-. The plaintiff pleaded that the defendant is well known to him who expressed his willingness to start an Airtel dealership in Charaimari area and also requested the plaintiff to arrange for a suitable room. It is further pleaded that in the second week of June, 2018 the defendant came to the place of the plaintiff and requested him for arranging some money as he was some amount short in starting up the dealership. The plaintiff considering their friendship and good relation gave him Rs 1,50,000/- on 12/03/2017. However, the defendant as a proof of transaction executed a money receipt/hand note. It is further pleaded that the defendant again requested the plaintiff to give some more money to him and accordingly the plaintiff on 25/06/2017 gave another amount of Rs 2,40,000/- to the defendant and the latter acknowledged receipt of the money by endorsing the previous money receipt. The defendant promised to return the money within November 2017. The plaintiff further pleaded that both the transaction took place in his house in presence of his nephew Amulya Roy. After expiry of the agreed time frame, the plaintiff demanded his money back from the defendant but the defendant showing his incapability to return the money took another three months time for the same. However, this time the plaintiff gave two months time to the defendant for repaying his loan. Later on after expiry of the said time frame, the plaintiff again demanded his money back from the defendant but the latter avoided to repay his loan showing various excuses. Subsequently plaintiff could not contact the

TYPED BY ME

A.M. Md. Mahiuddin,

Civil Judge, Baksa, Mushalpur.

Civil Judge**Baksa**

Money Suit No. 01 of 2019

Plaintiff: Sri. Ghanashyam Roy

Vs

Defendant: Md. Moidul Islam Ali



defendant over telephone for a long time but suddenly on 04/08/2018, the plaintiff saw a news item on Pratidin Newspaper against the defendant that he is a fraud and is arrested by police for committing fraud to different persons. Under such circumstances and compelling situations, the plaintiff has filed this suit against the defendant for recovery of his money amounting to Rs 3,90,000/- along with interest at the rate of 18% per annum from the date of execution of the promissory note.

2. Summons was duly served on the defendant, but the defendant did not contest the suit and accordingly, vide order dated 07-03-2019 the suit was directed to proceed ex-parte against him.

3. *Now the point to be decided in this suit is whether plaintiff extended loan amounting to Rs 3,90,000/- in total in two different transactions and if so whether the defendant has failed to repay the loan amount. Secondly, we have to decide whether the plaintiff is entitled to recover an amount of Rs 3,90,000/- from the defendant along with interest at the rate of 18% per annum from the date of execution of the promissory note.*

4. The plaintiff in order to prove his allegations adduced evidence on affidavit as PW-1 and proved his pleadings. The plaintiff has also exhibited the money receipt dated 12-03-2017 issued by the defendant as Ex.-1 and the signature of the defendant thereon as Ex.-1(a) and Ex.-1(b). The plaintiff has also exhibited the news item against the defendant published in Asamiya Pratidin Newspaper dated 04/08/2018 as Ex.-2.

TYPED BY ME

A.M. Md. Mahiuddin,

Civil Judge, Baksa, Mushalpur.

Civil Judge**Baksa**

Money Suit No. 01 of 2019

Plaintiff: Sri. Ghanashyam Roy

Vs

Defendant: Md. Moidul Islam Ali



5. From Ex.-1 it appears that the defendant by executing a promissory note on 12-03-2017 took an amount of Rs 1,50,000/- from the plaintiff. In the said promissory note there is another entry which shows that the defendant received another amount of Rs 2,40,000/- from the plaintiff on 25/06/2017. This entry is found to be endorsed by the defendant by putting a separate signature on the edge of the document. The colour tone of the ink of the pens used justifies taking different transactions on different dates.

6. Now from the evidence on record placed by the plaintiff, I am of this reasonable finding that, the plaintiff on two different occasions i.e. on 12-03-2017 and 25-06-2017 extended loan amounting to Rs 150000/- and 240000/- to the defendant. I have also come to the conclusion from the evidence of the plaintiff that despite of due demands being made by the plaintiff, the defendant failed to repay his loan. However, I find that the rate of interest claimed by the plaintiff is exorbitant and unjustified considering the facts and circumstances of this case.

ORDER

7. From the discussions and decisions made above, it is clear that, the plaintiff has able to prove its case. Accordingly, the suit is decreed for **Rs.- 3,90,000/- (Rupees three lakhs ninety thousand) only** with interest @ 6% per annum on it from the date of the suit till realization of the amount against the defendant.

8. ***Accordingly, the suit is decreed, ex-parte, with cost.*** Prepare the decree accordingly within fifteen days. The operative part is pronounced in the open court.

TYPED BY ME

A.M. Md. Mahiuddin,
Civil Judge, Baksa, Mushalpur.

Civil Judge
Baksa

Money Suit No. 01 of 2019

Plaintiff: Sri. Ghanashyam Roy

Vs

Defendant: Md. Moidul Islam Ali



9. This judgment is pronounced in the open Court, which is given under my hand and seal of the Court, on this **17th day of July, 2019.**

(A.M.Md. Mahiuddin.)

Civil Judge, Baksa, Mushalpur.

**Civil Judge
Baksa**

TYPED BY ME

A.M.Md. Mahiuddin,

Civil Judge, Baksa, Mushalpur.

**Civil Judge
Baksa**

Money Suit No. 01 of 2019

Plaintiff: Sri. Ghanashyam Roy

Vs

Defendant: Md. Moidul Islam Ali

A P P E N D I X



A. Plaintiff's exhibits :

Ex.-1 – Promissory note/ money receipt dated 12-03-2017.

Ex.-1(a) & Ex.-1(b)- Signatures of defendant.

Ex.-2- News item published in Asomia Pratidin.

B. Defendants Exhibits :

Nil.

C. Court Exhibits :

Nil.

D. Plaintiff's witnesses :

P.W.-1- Sri. Ghanashyam Roy.

E. Defendant's witness :

Nil.

F. Court witness :

Nil.

TYPED BY ME

A.M.Md.Mahiuddin,

Civil Judge, Baksa, Mushalpur.

**Civil Judge
Baksa**