

## **OBSERVATION OF CIVIL CASE**

**The stages of trial of Civil Case are as follows:**

1. Attendance of parties
2. Framing of Charges.
3. Examination of Plaintiff witnesses
  - A. Chief-Examination.
  - B. Cross- Examination.
  - C. Re- Chief Examination.
  - D. Re- Cross Examination.
4. Examination of Defendant witnesses
  - A. Chief – Examination
  - B. Cross – Examination
  - C. Re-chief Examination
  - D. Re- Cross Examination
5. Arguments
  - A. Arguments of the plaintiff advocate
  - B. Arguments of the defendant advocate
6. Judgment
7. Decree.

## **Court Observation**

As a part of court observation, all the students have been instructed to observe the court proceedings from 09<sup>th</sup> June to 19<sup>th</sup> June. Further we have been ordered to observe one civil case and one criminal case.

On 09-06-2014 we went to court and seated in 111rd addi district & sessions court. Tirupati.

On the same day a civil case came up for hearing.

As per as details of case is concerned,

### **IN THE COURT OF DISTRICT MUNSIF : TIRUPATI**

#### **O.S.No.234 of 1994**

**Between** -Sri M. Mahadeva Naidu ... **Plaintiff**

V/S

Sri R. Veera Reddy ... **Defendant**

#### **PLAINT PRESENTED UNDER OR VII RULE 1 AND SEC. 26 OF C.P.C.**

##### **(1) Address of the Plaintiff :**

Sri M. Mahadeva Naidu, S/o. Anganelu, Hindu, aged about 37 years working in T.T. Devasthanam and residing at No.14 'E' type quarters N.G.O. Colony, Tirupati.

For the services of summons, notices etc. to the address of the plaintiff as stated above and of his counsel.

##### **(2) Address of the defendant :-**

Sri R. Veera Reddy, S/o. Ramachandra Reddy, Hindu, aged about 52 years, businessman and residing at No.101, R.R. Colony, Tirupati.

For the services of summons, notices etc. to the address of the defendant as stated above.

(3) The defendant is running a business on provisions and is having his shop at Bazar Street, Tirupati to run the business to purchase provisions for his shop from the wholesale dealer he was in urgent need of some funds. Hence he approached the plaintiff demanding some loan from him. Both are known to each other for many years.

(4) The defendant borrowed a sum of Rs.50000/- (fifty thousands only) from the plaintiff on 16-09-1992 for his family business and to discharge some sundry debts, agreeing to repay the same on demand either to the plaintiff or to his agent with an interest at the rate of 24% p.a. and executed the suit promissory note on the same date at Tirupati. The suit pro-note is marked herewith as DOC.No.1.

(5) Later on, in spite of several oral demands made by the plaintiff and his servants, agents, the defendant did not pay a single pie either towards interest or towards Principal.

(6) Hence the plaintiff issued a registered notice through his counsel to the defendant, on 5<sup>th</sup> June 1995 calling upon the defendant to repay the said debt with the accrued interest, through the defendant duly received the notice on 8<sup>th</sup> June 1995 he failed to reply nor to pay. The office copy of the lawyer notice along with the postal receipt and acknowledgement are marked herewith as Doc.NO.2 and 3 respectively.

(7) The cause of action for this suit has arisen on and from 16<sup>th</sup> September 92 when the said debt was borrowed by the defendant and executed the suit pro-note on and from 5<sup>th</sup> June 95 when the notice was sent calling the defendant to repay on and 8<sup>th</sup> June, 95. When the defendant duly received notice at Tirupati within the jurisdiction of this Hon'ble Court.

**PARTICULARS OF VALUATION**

Principal sum : Rs.30,000.00

Interest there on form 16-09-92 to 31-08-95 @ 24% p.a. (2 : Rs.15,500.00  
years, 11m. 15 days) -----

**Total claim amount : Rs.45,500.00**

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Court fees paid there on u/s. 20 of A.P.C.F.S.R. Act. : Rs. ....

(8) The plaintiff valued the suit at Rs.85,500/- and paid a court fees of Rs. ... and paid a court fees of Rs..... u/s.20 of Andhra Pradesh Court fees and suit valuation Act.

Therefore it is prayed that this Hon’ble court may be pleased to pass a decree and judgment in favour of the plaintiff.

- (a) Directing the defendant to pay a sum of Rs.85,500/- (Rupees eighty five thousand and five hundred only) and the future interest there on from the date of the plaint till the date of realization
- (b) Directing the defendant to pay the costs of this proceedings and
- (c) Granting such other further reliefs that Hon’ble court deems fit and proper under the circumstances of this case and thus render justice.

**Advocate**

**Plaintiff**

**Verification**

I, the plaintiff here in do hereby solemnly affirm and declare that the above stated facts are true to the best knowledge of me and in taken there of I signed here under on this 30<sup>th</sup> day of August 1995 at Tirupati.

**Plaintiff.**

On 12<sup>th</sup> Feb. 1996 we went to District Munisif Court Tirupati where this above stated case O.S.234/95 was taken for evidence, Defandant was called out and set exparte. Plaintiff was as PW1 exparte examination.

PW1 : on his examination spoke about the loan he advance to the defendant, the execution of the suit pronote which was marked as "A1" his issuance of notice through his counsel office and copy of the notice with postal receipt was marked as "ExA2". The postal acknowledgement is also marked as "ExA3". Further he prayed to the court to decree the suit as prayed for.

**Judgment :** - The suit is decreed in the costs.