Chhattisgarh Civil Judge (Mains) 2023

Mains Paper: Judgment Writing and Translation · compulsory paper

Question No. 1 [marks not printed]

Read the following carefully and write judgement after framing necessary issues :

PLAINTIFF'S PLEADINGS :

i. Plaintiff 'P' filed a suit for recovery of Rs. 30,000/- with interest, with the pleadings, that on 10-11-2011 at Durg (Chhattisgarh), defendant 'D' who is a friend of his brother 'B', demanded Rs. 30,000/- for some domestic work. Plaintiff assuring the necessity of defendant to be genuine gave him Rs. 30,000/- cash with condition that defendant shall repay the loan on demand with simple interest @ 12% p.a. Defendant also executed one promissory note Ex.P.1 duly stamped stipulating the aforesaid agreed term in presence of witness 'W' (P. W.3) on the same date. After six months when plaintiff demanded the loan amount, defendant sought 15 days' time. Even after 15 days defendant tried to avoid the repayment of loan amount

Thereafter plaintiff 'P' had sent a registered A.D. Notice Ex.P.2 through his advocate on 02-06-2012. In spite of receiving the notice defendant 'D' had neither replied nor repaid the loan amount with interest. Therefore, plaintiff has prayed to pass a decree in his favour and against the defendant 'D' for the loan amount and interest accrued so far up to the date of suit, i.e. 10-08-2012 and also prayed interest pendente lite and up to payment at contractual rate @ 12% p.a. and cost of the suit.

DEFENDANT'S PLEADINGS:

ii. Defendant 'D' has denied the pleadings of the plaintiff and pleaded in his written statement that plaintiff's brother is not his friend, he has not taken any loan of Rs. 30,000/-, therefore payment of any interest thereon does not arise. He has not executed so-called promissory note in favour of plaintiff. Promissory note is forged document as he signs in Hindi whereas on promissory note his signatures are said to be in English. Further plaintiff is a moneylender and plaintiff has not complied with the basic requirements of the Chhattisgarh Moneylender Act, 1934. On this ground alone his suit is liable to be dismissed. Therefore, the suit is to be dismissed and special compensatory cost of Rs. 5,000/- as per Section 35A of C.P.C. be imposed on plaintiff for such false suit.

PLAINTIFF'S EVIDENCE:

iii. Plaintiff has produced promissory note Ex. P.1, copy of notice Ex. P.2 along with postal receipt Ex. P.3 and acknowledgement Ex. P.4. Plaintiff 'P' (P.W.1) has deposed himself as P.W.1 and examined two other witnesses his brother 'B' (P.W.2) and witness of promissory note Ex. P.1, 'W' (P.W.3). All of them have supported the pleadings of plaint, execution of promissory note and signatures of defendant thereon. In crossexamination plaintiff 'P' and his witnesses denied the suggestion of defendant that plaintiff is a moneylender

DEFENDANT'S EVIDENCE:

iv. Defendant has produced his Ration Card Ex. D.1 on which his signatures are shown in Hindi. Defendant has examined himself as D.W. I and stated as per his pleadings, but in cross- examination he has admitted that he is a science graduate and having bank account in State Bank of India, Durg Branch. and therein his specimen signatures are given in English. He has also failed to furnish name of any other person to whom plaintiff has given any loan on interest.

ARGUMENTS (PLAINTIFF) :

v. Plaintiff has proved his case. He is not a moneylender. Thus, the plaintiff is entitled to relief as claimed against defendant.

ARGUMENTS (DEFENDANT) :

vi. The plaintiff has not proved loan transaction and execution of promissory note by defendant beyond reasonable doubt. Plaintiff is moneylender and has not complied with the provisions of the Chhattisgarh Moneylender Act, 1934 and this ground itself is sufficient to dismiss the plaintiff's suit. Thus, the plaintiff does not deserve to get any relief, rather the special compensatory cost be imposed on plaintiff as prayed.

Question No. 2 [marks not printed]

Read the following carefully and write judgement after framing the necessary charges:

According to the complaint filed by Bharat Singh, his son Arvind was married to Manju, daughter of Laxmi Narayan on 07-11-2000. Indira is the sister-in-law of Arvind and Rajesh is his brother-in-law. Arvind committed suicide on 23-02-2002 by consuming Sulfas tablets. On 01-03-2002, when Bharat Singh and other family members entered into the room of Arvind to sprinkle Gangajal, they found a suicide note on the bed of the deceased. It was stated that Arvind committed suicide due to the behavior of Rajesh, Laxmi Narayan and Indira who made false allegations against deceased regarding demand of dowry. On September 2001 a Panchayat was held in the village at the instance of the accused during which the Rajesh slapped the deceased. Rajesh and his sister Indira used to threaten the deceased on telephone at the instance of their father Laxmi Narayan that his family members will also be implicated in a criminal case. Unable to withstand the harassment, the deceased took the extreme step of committing suicide and had his father-in-law, his brother-in-law and his sister-in-law responsible for his death. After completion of the investigation, a charge sheet against them has been filed in the court

The version of the defence is that Arvind committed suicide due to unemployment and lack of income. Prosecution examined deceased father, deceased wife, doctor and investigating officer as oral evidence and in documentary evidence post-mortem report, viscera report and suicide note to prove his case.

Translation passages (English into Hindi and Hindi into English): not available.