IN THE COURT OF THE PRINCIPAL MUNSIFF, NEYYATTINKARA.

Present : Smt. RIYA RAJI., PRINCIPAL MUNSIFF.

Monday, the 10th day of June, 2024.
20th day of Jaiyshta, 1946.

O S No. 73/2021

Plaintiff:

Babu Pole, aged 48, S/o Appukuttan,
Melay Thazhankadu Veedu,
Neyyattinkara Village, Neyyattinkara P.O.,
Thiruvananthapuram District.

By Adv. N.P. Renjith Rao.

Defendant:

Kapil Dev, aged 32, S/o Chithrangathan,
Melathil Vilakathu Veedu, Iruvaikonam,
Thirupuram Village, Neyyattinkara Taluk,
Thiruvananthapuram (District).

Set Exparte.

This original Suit is coming on for final hearing on 10..06...2024 and this Court on the same day delivered the following.

JUDGMENT

1. The suit is for realization of money.

2. **Plaint averments, in brief, are as follows:**

On 25.06.2020, the defendant borrowed an amount of Rs.2,00,000/-

from the plaintiff and executed a promissory note in a stamp paper signed by the defendant in favour of the Plaintiff in the presence of witnesses. when the Plaintiff demanded the repayment of the same, the Defendant refused to heed the same. On 04/11/2013 and on 15.01.2021, the plaintiff again approached the defendant demanding the money, to which there was no result. Hence the plaintiff filed the suit to realise the plaint amount with interest from the defendant.

3. Defendant did not turn up to contest the suit. Hence the suit was ordered to be heard against him *ex parte*.

4. To stake the plaint claim, the Plaintiff's witness gave evidence as PW1and PW2 was also examined. Exts. A1 was marked.

5. Heard.

6. Ext A1 is the promissory note executed by the Defendant, in the presence of a witness, in favour of the Plaintiff, undertaking that he would pay the sum of Rs. 2,00,000/- to the Plaintiff with due interest. From this document and from the oral evidence of PW1, which stands unrebutted, it is proved that the Defendant had borrowed money from the Plaintiff, by

executing Ext. A1 Promissory Note. Defendant had not cleared the said debt, inspite of repeated demands. The interest is claimed at the rate of 12% per annum, which seems to be reasonable and allowable, as the suit is based on a negotiable instrument. Thus the Plaintiff is entitled to realize the amount of Rs.2,00,000/- the principal sum borrowed along with the interest till the date of suit, with future interest @ 12% per annum as claimed by the Plaintiff from the Defendant and his assets.

8. In the result, I decree the suit against the defendant. It is ordered that the defendant do pay to the Plaintiff a sum of Rs.2,12,000/- (Rupees two lakhs twelve thousand only) with interest thereon at the rate of 12% per annum from the date of suit, i.e. from 23.01.2021 till date of decree and thereafter @ 6% per annum till the date of realization and also pay the costs of this suit.

(Dictated to the C.A., transcribed by her, corrected and pronounced by me in open court on this the 10th day of June, 2024)

Sd/-
RIYA RAJI.,
PRINCIPAL MUNSIFF.

Appendix

Exhibits Marked for the Plaintiff:

A1 25..06..2020 - Promissory Note.

Exhibits Marked for the Defendant: - Nil

Witness for the plaintiff:

PW1 07..08..2023. - Babu Pole.

PW2 19..08..2023 - Sreelekha.

Witnesses for the Defendant : Nil

Court Exhibits: Nil

Court Witness: Nil

Id/-
PRINCIPAL MUNSIFF.

//True copy//

PRINCIPAL MUNSIFF.

Typed by : Anila.E
Compared by : Sophiya
FCS :

Copy of Judgment in
O S No.73/2021
Dated : 10.06.2024.