

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Smt.Aneesa.A, Munsiff

Tuesday the 25th day of November, 2025/4th Magha, 1947

Original Suit No. 360/2023

(Filed on 16.10.2023)

Plaintiffs:

1. Satheesh Kumar, aged 53 yrs,
Sreesailam,
Krishnapuram muri,
Krishnapuram Village.
2. Jyothi, aged 50 yrs,
W/o.Satheesh kumar,
Sreesailam,
Krishnapuram muri,
Krishnapuram Village.

(By Adv.D.Sajeev)

Defendant:

Prasad, S/o.Purushan,
Kadambattu kizhakkathil,
Kappilmekku,
Krishnapuram.P.O,
Krishnapuram Village.

**(By Advs.Ratheesh kumar.S &
Thomson Joseph)**

This suit is coming on for finally heard on 25.11.2025 and the court of the same day delivered the following.

JUDGMENT

Suit for realization of money.

2. **Plaintiffs' case in brief is as follows:-** The plaintiffs have executed a Sale deed No.1726/2018 of Kayamkulam S.R.O on the basis of an agreement dated 17.10.2018 in between the plaintiffs and defendant. While executing this sale deed, the defendant detained Rs.2,00,000/- from the sale consideration for two years from the execution date of sale deed with the consent of the plaintiff-vendor. The plaintiffs constructed a house in the plaint scheduled property by availing a financial aid namely 'EMS Bhavana Nirmana Padhathi' from the municipality. While availing 'EMS Bhavana Nirmana Padhathi', the beneficiary has to pay the liability attached with the scheme in ten years of the financial aid. Hence while executing the above stated sale deed, the vendor-plaintiff allowed to retain Rs.2,00,000/- from the sale consideration till completion of 10 years from the date of granting the financial assistance namely EMS Bhavana Nirmana Padhathi. As per the agreement dated 17.10.2018, the defendant is bound to pay back the retained amount Rs.2,00,000/- on or before 18.10.2020. But the defendant so far not paid the retained amount Rs.2,00,000/- to the plaintiffs. Hence the plaintiffs issued an advocate

notice to the defendant on 06.10.2023 demanding to pay back the amount within 7 days. But the defendant failed to pay back the amount. Hence the plaintiffs have no remedy other than to approach this court praying for a decree allowing them to realize Rs.2,71,650/- with 12% interest from the date of suit till date of decree and 6% interest from the date of decree till realization from the defendant and his assets. Thus, the suit.

3. Though the defendant appeared through counsel, he failed to file written statement. Hence he was proceeded under Order VIII Rule 10 of the Code of Civil Procedure, 1908.

4. The 1st plaintiff filed affidavit in lieu of examination in chief and he was examined as PW1. Exts. A1 to A3 were marked. Ext. A1 is the agreement dated 17.10.2018. Ext.A2 is the copy of legal notice dated 06.10.2023. Ext. A3 is the postal receipt dated 06.10.2023. The unchallenged evidence of the plaintiffs proved their case. Thus, the suit is liable to be decreed.

In the result, the suit is decreed as follows:-

- (a) The plaintiffs are entitled to realize an amount of Rs.2,00,000/- (Rupees Two Lakhs only) from the

defendant and his assets with interest @ 6% per annum from the date of suit till the date of realization.

(b) The defendant shall pay costs of the suit to the plaintiff.

(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on 25th day of November, 2025.)

Sd/-
ANEESA.A
MUNSIFF.

APPENDIX

Exhibits for Plaintiff:

A1. 17.10.2018 : Agreement.
A2. 06.10.2023 : Copy of legal notice.
A3. 06.10.2023 : Postal receipt.

Exhibits for the Defendant : Nil.

Witness for the Plaintiff

PW1. 14.11.2025 : Satheesh kumar.P.V

Witness for the Defendant: Nil.

Court Exhibits: Nil.

Sd/-
MUNSIFF

Typed by: Shafeek
Compd.by

MUNSIFF

