



**IN THE COURT OF THE SMALL CAUSES AT
BENGALURU**

PRESENT: Smt. Gayathri S Kate,
B.Com., LL.B.,
XVIII ADDL., JUDGE & ACJM,
Court of Small Causes,
BENGALURU.

Dated this the 02nd day of July, 2026

S.C.No.876/2024

PLAINTIFF: M/S PNB METLIFE INDIA INS. CO. LTD.,
Through its authorized Representative,
Sri.Suman Menon, Legal Consultant,
Having Registered Office at:
Unit No.701, 702 & 703,
7th Floor, West Wing Raheja Towers,
26/27 MG Road, Bengaluru-560 001.
(By Sri.S.S., Adv)

V/s

DEFENDANT: Ms.Rashmi,
S/o.Mr.Dinesh Roy,
D/o. Arun Sharma,
R/o. 52-C, Gali No.7,
Anarkali Garden,
Kangra Co-Op Bank,
Front Side Jagat Puri,
Krishna Nagar East Delhi,
Delhi – 110051.

(Exparte)

: J U D G M E N T :

The plaintiff has filed this suit against the defendant for recovery of a sum of Rs.73,770/- with interest at the rate of 12% p.a., from the date of suit till realization.

2. The plaintiff averments in brief is as under:

The Plaintiff is a company registered under the provisions of the Companies Act, 1956 and it is engaged into the business of Life Insurance duly approved by the Govt. of India through the Insurance regulator. The defendant is an ex-employee of the plaintiff Company who was working as Insurance Manager GI Grade, vide Employee ID No.3230840. The defendant left the Organization of the plaintiff. The plaintiff company after computing the full and final settlement account of the defendant, the plaintiff company reconciled and found that an amount of Rs.68,921/- is due from the defendant towards the IM Incentive Recovery. The plaintiff company had sent a written communication to the defendant dated 14.03.2024 and reminder letter dated 02.04.2024 was sent to the defendant, seeking recovery of the aforesaid

amount. The plaintiff company did not receive any response or payment from the defendant, which shows that the defendant is intentionally avoiding such communications to clear the due amount. Hence, the plaintiff company got issued a legal notice dated 10.06.2024 to the defendant and called upon him to make the payment of Rs.68,921/-. The cause of action for the present suit arose on 14.03.2024, 02.04.2024 and 10.06.2024. Hence, the suit.

3. After service of summons, the defendant did not appear, hence he is placed *exparte*.

4. To prove the case of plaintiff, the Plaintiff company is examined its official as P.W.1 and got marked the documents at Ex.P.1 to Ex.P.8.

5. The following points arise for my consideration.-

1. Whether the plaintiff proves that the defendant is due a sum of Rs.73,770/-?
2. Whether the plaintiff is entitle for recovery of the amount along with interest at 12% p.a.,?
3. What order or decree?

6. I have heard the arguments of plaintiff's counsel.

7. My findings on the above points are as follows:

Point No.1 : In the affirmative;

Point No.2 : Partly in the affirmative;

Point No.3 : As per the final orders;

: R E A S O N S :

8. **Point No.1 and 2:** Since these two points are inter linked with each other, they are taken up together for common discussion to avoid repetition of fact.

9. That by reiterating all the averments made in the plaint, the Legal Consultant of Plaintiff Company has filed his affidavit in lieu of chief-examination. Computer generated Certificate of incorporation, notarized copy of Power of Attorney, computer generated offer letter and appointment letter, computer generated termination letter, computer generated full and final statement, computer generated letter and reminder letter, legal notice and computer generated canceled cheque, all these documents are marked at Ex.P1 to Ex.P.8.

10. What are all the documents produced by the plaintiff have gone unchallenged. Even after receipt of plaint notice, the defendant did not pay the due amount to the plaintiff Company. There is no reasons to discard the evidence of plaintiff Company. Hence the plaintiff Company is entitled to recovery of amount Rs.73,770/- with interest. The law is very clear that, in the absence of any agreement in relation to payment of interest. The plaintiff Company is entitled for reasonable interest. As per the RBI rules and guidelines it is appropriate to award 6% per annum towards interest rate. **Hence, I answered Point No.1 in the Affirmative and Point No.2 partly in the affirmative.**

POINT No.3:

11. In view of my findings on above points, I proceed to pass the following.-

ORDER

The suit of the plaintiff is hereby
Partly decreed with cost.

The plaintiff Company is entitled to
recover a sum of Rs.73,770/- together

with interest at the rate of 6% p.a.,
from the date of suit till the date of
realization.

The defendant is liable to pay the
decreed amount along with interest to
the plaintiff from the date of suit till its
realization within two months from the
date of this order. Failing which, the
plaintiff is at liberty to recover the
decreetal amount from the defendant
through due process of law.

Draw decree accordingly.

[Dictated to the stenographer directly on computer, typed by her,
then corrected by me and pronounced in open court on this the 02nd day
of July-2026]

(Gayathri S Kate)
XVIII ADDL.JUDGE & ACJM
Court of Small Causes
Bengaluru.

ANNEXURE

**LIST OF WITNESSES EXAMINED ON BEHALF OF THE
PLAINTIFF/S:**

PW.1 : Sri. Suman Menon

**LIST OF WITNESSES EXAMINED ON BEHALF OF THE
DEFENDANT:**

- NONE -

LIST OF THE DOCUMENTS MARKED ON BEHALF OF THE PLAINTIFF/S:

Ex.P1	Computer generated certificate of incorporation
Ex.P2	Notarized copy of power of attorney
Ex.P3	Computer generated offer letter and appointment letter
Ex.P4	Computer generated termination letter
Ex.P5	Computer generated full and final statement
Ex.P6	Computer generated letter and reminder letter
Ex.P7	Legal notice
Ex.P8	Computer generated canceled cheque

LIST OF THE DOCUMENTS MARKED ON BEHALF OF THE DEFENDANT:

- NONE -

*XVIII ADDL.JUDGE & ACJM
Court of Small Causes
Bengaluru.*