STATE OF KERALA

IN THE COURT OF THE JUDGE, COMMERCIAL COURT (PRINCIPAL SUB JUDGE), ERNAKULAM

Present:

Smt. Rehana Rajivan, Judge, Commercial Court

Monday the 1st day of July, 2024/ 10th Ashada 1946

<u>Commercial Suit No. 207/2022</u>

<u>Plaintiff:</u>

Bank of India, Head Office at Star House, C-5, G-Block, Bandra- Kurla Complex, Bandra (East), Mumbai- 400051, represented by its manager, Ernakulam Branch, Kannankeri Estate, Shanmugham Road, Ernakulam-682031

By Advs. Nagaraj Marayanan, Saiju Hassan, Benoj.C Augustin, Lakshminarayanan Rajan and K.N. Muhammed Thanveer.

<u>Defendant:</u>

M/s She Medias and Model Consultant, S 23, Revenue Tower, Park Avenue Road, Ernakulam Pin- 682011, represented by its proprietor Sujamol K.S

No Vakalath (Set Exparte)

This suit having been come up for hearing before me on 01.07.2024 and the Court on the same day delivered the following:

<u>JUDGMENT</u>

The suit is filed for recovery of money of Rs.14,85,320/- together with interest and costs from the defendant.

2. **<u>The gist of the plaintiff's case</u>**: The plaintiff bank is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings)

Act, 1970. The defendant M/s.She Medias & Model Consultant is a proprietary firm managed by Mrs.Sujamol K.S. The firm is engaged in film production, video and television programme production, sound recording and music publishing activities. The defendant had availed a term loan of INR Rs.17,50,000/- from the plaintiff bank on 18.08.2017. Subsequently, the defendant became a gross defaulter in remitting the monthly installments. Though a demand notice was issued by the plaintiff bank on 03.12.2019 to the defendant, the defendant did not comply with the demand notice. Hence the plaintiff is entitled to recover Rs. 14,85,320/- with 18% interest from the defendant and from its assets. Hence the suit.

3. The defendant remained absent and was set exparte.

4. Heard.

5. The following point is raised for consideration:-

> Is the plaintiff entitled to get the suit amount from the defendant as prayed for?

6. PW1 was examined and Exts.A1 to A10 documents were marked from the side of the plaintiff.

7. **The Point** : The suit is one for realisation of money. The plaintiff bank is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970. According to the plaintiff, the defendant had availed a term loan of INR Rs.17,50,000/- from the plaintiff bank on 18.08.2017. The plaintiff pleads that, while sanctioning the term loan the defendant executed a loan cum Hypothecation agreement on 18.08.2017 and other security documents in favour of the plaintiff bank. A demand promissory note for an amount of Rs.17,50,000/- was executed by the defendant on 18.08.2017 in favour of the plaintiff promising to pay a sum of Rs.17,50,000/- together with interest on such sum at the rate of 2.8% over and above the plaintiff bank's MCLR rate having 11.20% per annum. The plaintiff contends that subsequently the defendant became a gross defaulter in remitting the monthly installments and that though a demand notice was issued by the plaintiff

bank on 03.12.2019 to the defendant, the defendant did not comply with the demand notice. Consequently, the plaintiff has filed this suit to recover the amount from the defendant.

8. The present manager of the plaintiff bank, who testified as PW1, presented exhibits A1 to A10 as evidence to support the plaintiff's claim. The testimony of PW1, supported by the presented documents, proves that the defendant is indeed liable to pay the specified amount to the plaintiff. Consequently, I find that the plaintiff has successfully substantiated the suit claim, and thus, the suit is to be decreed.

9. In the result, the suit is decreed with costs of the plaintiff as follows:-

The defendant is directed to pay Rs.14,85,320/- (Rupees Fourteen lakhs eighty five thousand three hundred and twenty only) together with interest at the rate of 18% per annum from the date of suit viz 27.06.2022, till the date of decree and 6% per annum from the date of the decree till the date of realisation and costs to the plaintiff within one month from the date of decree, failing which the plaintiff is entitled to realise the same from the defendant and its assets, through the process of court.

(Dictated to the confidential Asst. transcribed and typed by her, corrected and pronounced by me in open court on this the 01st day of July, 2024.)

Sd/-

Rehana Rajivan
Judge, Commercial Court

APPENDIX:

Exhibits marked from the side of Plaintiff:

A1	18.08.2017	Sanction letter for the term loan

A2	18.08.2017	Loan cum hypothecation agreement
A3	18.08.2017	Demand promissory note
A4	18.08.2017	Letter of acknowledgment
A5	30.05.2019	Notice issued to defendant
A6	--	Acknowledgment card
A7	05.11.2019	Notice issued to defendant
A8	--	Acknowledgment card
A9	03.12.2019	Demand notice
A10	--	Statement of accounts.

Exhibits marked form the side of Defendant: NIL

Witness Exhibits Marked: NIL

Witness examined form the side of Plaintiff:

PW1	20.06.2024	K. Mohana Priya

Witness examined from the side of Defendant: NIL

Id/-

Judge, Commercial Court.

Typed by :
Comp. by :