

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Smt.Aneesa.A, Munsiff

Friday, the 10th day of April, 2026/20th Chaithra 1948

ORIGINAL SUIT.198/2024

(Filed on 27.06.2024)

Plaintiff:

Thoovampallil Properties Pvt Ltd;
Managing Director,
Thoovampallil Properties Pvt Ltd;
Rep. by Roy Cheriyan(MD),
Pathiyoorkala, Keerikadu P.O,
Thoovampallil Properties Pvt Ltd;
Thoovampallil Roy Cottage,
Pathiyoor Village.
Rep.by the Authorized Agent Sreeraj.S,
Accounts Manager, aged 46 years,
S/o.Sankarankutty, Ratnalayam,
Pullikanakku P.O, Kayamkulam Village.
(By Adv.R.Gopalakrishna Pillai)
Adv.N.Viswanthan Achari)

Defendant:

Mohandas, aged about 45 years,
Kokkattu veedu,
Chelikuzhy, Parakodu, Adoor Taluk,
Pathanamthitta Dist. Pin 691556.
(Exparte)

This suit is having been finally heard on 10.04.2026 and the court on the same day delivered the following.

JUDGMENT

Suit for realization of money.

2. **Plaintiff's case in brief is as follows:-** The plaintiff is a company having head office at Thoovampallil Roy Cottage, Pathiyookala, Keerikadu P.O, Pathiyoor Village. The company is dealing with the sales of flour item such as atta, bran, rice powder etc. The plaintiff is represented by Accounts Manager, who is authorized to institute suit against the defendant and others by the proceedings of the Board of Directors' meeting held on 05/04/2024. The defendant is running a Provisional Store cum Bakery situated at Chelikuzhy, Parakkodu. The defendant has purchased flour items from the plaintiff's company at Pathiyookala and was making intermittent payments. That in order to calculate the balance amount to be paid by the defendant, the defendant came to the plaintiff's Company at Pathiyookala on 10/02/2022 and calculated the balance amount. The total amount to be paid back to the plaintiff is Rs.16,600/-. In order to return the amount, the defendant executed and issued a cheque bearing No. 073892 in a/c No. 6111600512 dated 20/02/2022 in favour of the plaintiff for Rs.16,600/- drawn on his bank, Indian Bank, Pattazhy Vadakkekara Branch, which is maintained by the

defendant and his wife. At the time of issuing the cheque, the defendant made the plaintiff to believe that there will be sufficient fund in his account to honour the cheque and the cheque will be definitely be honoured in his presentation on or after 20/02/2022. Thereafter, on 21/02/2022, the plaintiff presented the above cheque for collection in his bank, Federal Bank, Pathiyoor Branch. But, the above cheque was dishonoured on 24.02.2022 stating the reason 'funds insufficient' and returned to the plaintiff on the same day. That the defendant has well aware that he has issued the cheque from the account not having sufficient fund. The matter of dishonouring was informed to the defendant and demanded the money back from the defendant. The defendant has requested the plaintiff to give a short time for paying back the amount. But the defended has not paid back the amount. Finally on 01/02/2024, the plaintiff sent a registered notice to the defendant, directing him to pay back the amount with 12% interest from the date of amount due to the plaintiff. The defendant received the notice on 05/02/2024. Even after the receipt of notice also, he has not paid back the amount. Hence, the plaintiff

has approached this court with the suit for realization of the plaint amount with interest as per law. Thus, the suit.

3. Though summons served to the defendant, he did not appear and contest the suit. Hence the defendant was called absent and set ex parte vide order dated 08/01/2026.

4. The Accounts Manager of the plaintiff's company filed affidavit in lieu of examination in chief and he was examined as PW1. Exts. A1 to A6 were marked. Ext. A1 is the extract of minutes of proceedings dated 05.04.2024. Ext.A2 is the dishonoured cheque dated 22.02.2022. Ext.A3 is the copy of legal notice. Ext.A4 is the postal receipt. Ext.A5 is the acknowledgment card. Ext.A6 is the dishonour memo dated 24.02.2022. On going through the oral and documentary evidence, it can be seen that the defendant purchased flour items for Rs.16,600/- from the plaintiff's company and issued and executed a cheque. Since the defendant did not repay the amount on repeated demands, the plaintiff company opted to file this suit against the defendant for realization of the above amount. Hence, the unchallenged evidence of the plaintiff company proved its case. Thus, the suit is liable to be decreed.

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

- (a) The plaintiff is entitled to realize an amount of **Rs.16,600/-** (Rupees Sixteen thousand and six hundred 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 company.

(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on 10th day of April, 2026)

Sd/-
ANEESA. A
MUNSIFF

APPENDIX:

Exhibit for the Plaintiff:-

A1.	05.04.2024	:	Extract of minutes of proceedings.
A2.	22.02.2022	:	Dishonoured cheque.
A3.		:	Copy of legal notice.
A4.		:	Postal receipt.
A5.		:	Acknowledgment card.
A6.	24.02.2022	:	Dishonour memo.

Exhibits for the Defendant: Nil.

Witness for the Plaintiff:-

PW1 04.04.2026 : Sreeraj.S.

Witness for the Defendant: Nil.

Sd/-
MUNSIFF

// True Copy //

Typed by: Shafeek
Compd by:

MUNSIFF

