

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Smt.Aneesa.A, Munsiff

Friday 27th day of March, 2026/ 6th Chaithra, 1948

Original Suit No. 364/2025

(Filed on 30.10.2025)

Plaintiffs:

1. Kaippallil Jewellers, Kayamkulam,
Rep. By Managing Director.
2. S.Anilkumar, Managing Director.
Kaippallil Jewellers, Kayamkulam,
Rep.by Power of attorney holder,
Sasidharan.V, aged 72 yrs,
S/o.Vasu, Archana,
Kandalloor North.

(By Adv.G.Ashok Kumar)

Defendant:

Akshara Mohan, aged about 30 yrs,
W/o.Vishoph,
Kannanattu Kizhakkathil,
Perunna,
Changanacherry P.O, Kottayam.
From Venattu Puthentharayil,
Njakkanal Muri,
Krishnapuram Village.

(Exparte)

This suit is coming on for hearing on 27.03.2026 and the court of the same day delivered the following.

JUDGMENT

Suit for realization of money.

2. **Plaintiff's case in brief is as follows:-** The 1st plaintiff is an establishment dealing in gold and other ornaments based in Kayamkulam town. The 2nd plaintiff is the managing director of the 1st plaintiff establishment. The defendant and her father Rajmohan came together to meet the 2nd plaintiff in October 2023. It was decided to hold the defendant's marriage on 17.12.2023 and the gold ornaments required for the marriage could be purchased from the 1st plaintiff's establishment. The defendant and her father had told the second plaintiff that it was not possible for them to buy the gold, which they had paid in full before the wedding, and that they could pay a small amount first and settle the transaction by paying the remaining amount within a month after the wedding. Believing in the assurances given by the defendant and his father, the 2nd plaintiff ordered the required gold ornaments by looking at the model and placing the order, and the defendant acted accordingly. Thereafter, the defendant

and her father came to the 1st plaintiff's establishment on 16/12/2023 and purchased various types of gold ornaments weighing 89.900 grams worth Rs. 6,04,720/-. It has been agreed that the defendant will pay Rs.1,93,263/- from the value of these gold ornaments to the 2nd plaintiff on that day and the remaining amount of Rs. 4,34,720/- will be paid to the 2nd plaintiff before 17/1/24 as previously agreed. The defendant had given a written and signed agreement to the 2nd plaintiff, agreeing that if the defendant was unable to pay the remaining amount within 17/1/2024 to the 2nd plaintiff, the transaction would be settled by returning the gold ornaments purchased by the defendant from the 2nd plaintiff's establishment. Thereafter, the remaining amount of Rs. 2,49,740/- was given to the plaintiffs on 18/12/2023 and Rs. 70,000/- on 23/12/2023. However, as agreed in the agreement, the defendant did not settle the transaction by paying the amount due to the plaintiffs before 17/01/2024. Therefore, the 2nd plaintiff contacted the defendant several times and requested to settle the transaction, but the defendant repeatedly denied the defendant's request. The defendant is still due to pay Rs. 99,980/- to the plaintiffs. Accordingly, an

advocate notice has sent to the defendant on 27/10/2025 demanding payment of the remaining amount of Rs.99,980/-along with 12% interest from 16/12/2023 to the plaintiffs. The defendant is duty bound to give back Rs.99,980/- to the plaintiffs and the plaintiffs are entitled to the same. Thus, the suit.

3. Though summons served to the defendant, she did not appear and contest the suit. Hence the defendant was called absent and set ex parte vide order dated 11.12.2025.

4. The power of attorney holder of the 2nd plaintiff filed affidavit in lieu of examination in chief and he was examined as PW1. Exts. A1 to A4 were marked. Ext. A1 is the power of attorney dated 26.02.2026. Ext.A2 is the consent deed dated 16.12.2023. Ext.A3 is the copy of legal notice dated 27.10.2025. Ext.A4 is the postal receipt. The oral and documentary evidence of the plaintiffs go to show that the case put up by the plaintiffs are true. So, 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.99,980/-** (Rupees Ninety Nine Thousand Nine Hundred and Eight only) from the defendant and her 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 plaintiffs.

(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on 27th day of March, 2026)

Sd/-
ANEESA.A,
MUNSIFF

APPENDIX:

Exhibit for the Plaintiffs:-

- A1. 26.02.2026 : Power of attorney.
A2. 16.12.2023 : Consent deed.
A3. 27.10.2025 : Copy of legal notice.
A4. : Postal Receipt.

Exhibit for the defendant : Nil.

Witness for the Plaintiffs:-

PW1. 19.03.2026 : Sasidharan.V.

Witness for the defendant : Nil.

Court Exhibits : Nil.

Sd/-
MUNSIFF

// True Copy //

Typed by: Shafeek
Compd by:

MUNSIFF