

IN THE COURT OF THE MUNSIFF, KAYAMKULAM

Present: Smt.Aneesa.A, Munsiff

Tuesday the 27th day of June 2023/6th Ashada 1945.

ORIGINAL SUIT No.443/2018

(Filed on 21.11.2018)

Plaintiff:

Ramachandran, aged 58 years,
S/o.Achuthan,
Veluthidath veedu,
Keerikkad South muri,
Keerikkad Village.

(By Adv.Sri.U.Jabbarkutty)

Defendants:

1. Sudheer,
S/o.Sainudeenkunju,
Ayirathu veedu,
Kayamkulam P.O,
Eruva muri,
Pathiyoor Village,
Karthikappally Taluk.

(Exparte)

This plaint is filed under section 26 Order VII and Rule 1 of the Civil Procedure Code and coming on for final hearing before me on 27.06.2023 in the presence of the counsel for plaintiff and the court on the same day delivered the following.

JUDGMENT

Suit for realisation of money.

2. Plaintiff's case in brief is as follows:- The plaintiff and defendant are known to each other. The defendant borrowed an amount of Rs. 2,00,000/- from the plaintiff on 05.05.2016. For the assurance of the above amount, on 25.08.2017, the defendant had executed and issued a cheque bearing No. 157388 dated 27.09.2017 drawn on State Bank of India, Kayamkulam Branch. When the cheque was issued by the defendant, it was assured by the defendant that the cheque would be presented before the bank on or before 27.09.2017 and there would be sufficient fund to honour the cheque. Accordingly, the plaintiff presented the cheque before his bank, viz; State Bank of India, Kayamkulam Branch on 27.09.2017. Whereas, the cheque was returned dishonoured on the reason that 'funds insufficient' and 'drawer signature differs' on 27.09.2017. Thereafter, the plaintiff caused to issue a legal notice to the defendant on 13.10.2017 calling upon the defendant to pay the amount covered in the cheque. Though the defendant received the notice on 19.10.2017 and sent a reply notice to the plaintiff on 31.10.2017, he did not repay 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 the defendants appeared and filed written statement, when the case posted for evidence of the plaintiff, the defendant did not appear and contest the suit. Hence the defendant was called absent and set ex parte.

4. The plaintiff filed affidavit in lieu of examination in chief and he was examined as PW1. Exts. A1 to A5 were marked. Ext. A1 is the cheque issued by the defendant in favour of the plaintiff for an amount of Rs. 2,00,000/-. Ext. A2 is the dishonour memo. Ext. A3 is the legal notice, Ext. A4 is the postal receipt and Ext. A5 is the acknowledgement card. Ext. A1 shows that the defendant had issued a cheque of Rs. 2,00,000/- to the plaintiff on 27.09.2017. The other documents go to show that when it was presented before the bank of the plaintiff, it was returned dishonoured. Though the notice sent by the plaintiff was accepted by the defendant, he did not opt to repay the amount to the plaintiff. Hence, the unchallenged evidence of the plaintiff proved his 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. 2,27,000/- (Rupees two lakh and twenty seven thousand 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, transcribed and typed by her, corrected and pronounced by me in open court on 27th day of June, 2023.)

Sd/-
ANEESA. A
MUNSIFF

APPENDIX

Exhibits for the Plaintiff:

- A1. 27.09.2017 : Copy of Cheque.
A2. 27.09.2017 : Dishonour memo.
A3. 13.10.2017 : Legal Notice.
A4. 13.10.2017 : Copy of Postal receipt.
A5. --- : Copy of Acknowledgement Card.

Witness for the Plaintiff:

- PW1. 20.06.2023 : Ramachandran.

Exhibits for the Defendant : Nil.

Witness for Defendant : Nil.

Court Exhibits : Nil.

Sd/-
MUNSIFF

// True copy //

Typed by: Shafeek
Compd by:

MUNSIFF

Judgment in OS.443/2018
Dated.27.06.2023