IN THE COURT OF THE MUNSIFF, CHENGANNUR
Present : Smt. Amala Lawrence, Munsiff,
Saturday 28th day of March 2026 / 7th Chaitra 1948

OS 63/2025
(Filed on 14.03.2025)

Plaintiff:	Indian Overseas Bank Represented by Manager, Puthencavu Branch, Puthemcavu P.O, Chengannur. PIN 689 123. **(By Adv.P.V.Zachariah)**
Defendant:	Binu.K.S, aged 50 years, S/o Sebastian, Proprietor, Idol the Hardware Solution, Puthencavu P.O., Residence Kokkappallil, Thonakkad P.O, Cheriyanad, Chengannur, Alappuzha District. Pin- 689511. **(Exparte)**

This Suit having been finally heard on 27.03.2026 and court on the 28.03.2026 delivered the following.

JUDGMENT

This suit is filed for realisation of money based on a loan transaction.

2. **The averments in the plaint, in brief, are as follows:-** The Indian Overseas Bank is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, and is carrying on banking business in accordance with the provisions of the said Act. Mr. Arith.R, aged 42 years, who has verified and signed this plaint, is the Manager and Principal Officer of the plaintiff bank. He is well

conversant with the facts of the case and is duly authorised to represent the bank in all proceedings connected with the subject matter of the suit. The suit is filed for realisation of the balance amount outstanding in the Mudra Loan and GECL Scheme Loan accounts of the defendant. The defendant is the sole proprietor of a business concern in the name and style “Idol the Hardware Solution,” functioning at registered office at building No. 5/238-3.

3. At the request of the defendant, a Mudra loan of Rs. 7,00,000/-(Rupees Seven Lakhs only) was sanctioned by the plaintiff bank on 26.02.2019 under the PMEGP scheme for business purposes. The defendant agreed to repay the said loan with interest at the rate of 10.4% per annum. On the same day, the defendant executed a Demand Promissory Note in favour of the plaintiff, thereby promising to repay the loan amount with interest at the agreed rate. The defendant also accepted the Credit Sanction Advice and agreed to abide by the terms and conditions of the loan, including repayment in 84 equated monthly installments of Rs. 11,766/- commencing from 26.03.2019, until full discharge of the loan with interest and other charges. On the same day, the defendant executed an Agreement of Term Loan and Hypothecation in favour of the plaintiff, agreeing to the terms and conditions of the loan, and also executed a Letter of Undertaking for repayment of the loan in installments without

default. The defendant availed the loan amount of Rs.7,00,000/- on 26.02.2019 under Loan Account No.148803708000009.

4. Subsequently, at the request of the defendant, a GECL Scheme loan of Rs. 1,27,000/- (Rupees One Lakh Twenty Seven Thousand only) was sanctioned by the plaintiff bank on 24.09.2020 for further business purposes. The defendant agreed to repay the said loan with interest at the rate of 7.85% per annum. On 24.09.2020, the defendant executed a Demand Promissory Note in favour of the plaintiff, undertaking to repay the said loan amount with interest. On the same day, the defendant accepted the Credit Sanction Advice and executed an Agreement of Term Loan and Hypothecation in favour of the plaintiff, agreeing to the terms and conditions of the loan. The defendant also hypothecated the goods and machinery in his business premises as security for due repayment of the loan along with interest and other charges, as per the agreement dated 24.09.2020.The defendant further executed a Letter of Undertaking agreeing to repay the loan in 36 equated monthly installments of Rs. 3,971/-, commencing from September 2021, without default.

5. However, the defendant violated the terms and conditions of the loan agreements by committing default in repayment. The plaintiff demanded payment of the dues and regularisation of the loan accounts, both personally and through

written notices; however, the defendant failed to respond or comply. Consequently, the plaintiff demanded repayment of the entire outstanding amount in both loan accounts, together with interest and other charges, by issuing a lawyer’s notice sent by Registered Post Acknowledgment Due dated 06.01.2025. Though the said notice was duly received by the defendant, he did not turn up to make payment as demanded. The defendant executed a Revival Letter in favour of the plaintiff on 25.02.2022 in respect of the Mudra loan, thereby acknowledging the subsisting liability. The defendant again executed a Revival Letter dated 06.08.2023 in respect of the Mudra loan, whereby the relevant loan documents were revived and renewed. Further, on the same date, i.e., 06.08.2023, the defendant executed another Revival Letter in favour of the plaintiff in respect of the GECL scheme loan, thereby renewing the said loan account. The said Revival Letters are produced along with the suit. The plaintiff maintains true and correct accounts of all loan transactions with the defendant in the ordinary course of its regular banking business. Hence, this suit is filed for realisation of the outstanding amount due from the defendant, together with interest and other charges.

6. The defendant did not file written statement, hence he was set exparte.

7. To prove the case of the plaintiff, the manager of the

plaintiff bank filed proof affidavit in lieu of examination in chief and she was examined as PW1 and Exts.A1 to A16 documents were marked .

8. Heard the learned counsel for the plaintiff.

9. To prove the case of the plaintiff, the Manager of the plaintiff bank was present, filed a proof affidavit in lieu of examination-in-chief, and was examined as PW1 and deposed in alignment with the plaint. Exts. A1 to A16 documents were marked as evidence. The oral testimony of PW1, along with the documentary evidence marked as Ext. A1 to A16, proves that the defendants availed a loan from the plaintiff bank and subsequently defaulted on the repayment. As the defendants have not challenged the claim, the plaintiff's case stands unchallenged and stands proved through the documents and affidavit. Therefore, the plaintiff is entitled to a decree as sought.

In the result, suit decreed exparte as follows:-

1. The plaintiff is entitled to recover the plaint amount of Rs. 7,57,158/- (Rupees Seven Lakh Fifty Seven Thousand One Hundred and Fifty Eight only) from the defendant and his assets at the rate of 9% of interest per annum from the date of suit till

the date of decree and at the rate of 6% per annum till realisation of money.

2. The plaintiff is entitled to realise the cost from the defendant and his assets.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 28th day of March 2026.)

Sd/-
AMALA LAWRENCE
MUNSIFF

APPENDIX:

Witness for the Plaintiff:

PW1	27.03.2026	Anjana Visakh

Exhibits for the Plaintiff:

A1	26.02.2019	Demand Promissory Note with its appended Undertaking Letter both
A2	26.02.2019	Credit Sanction advice issued by the Plaintiff and duly accepted by the Defendant
A3	26.02.2019	Agreement of Term Loan
A4	26.02.2019	Letter of Undertaking Repayment by instalments
A5	25.02.2022	Revival Letter
A6	06.08.2023	Revival Letter
A7		Certified Copy of Account
A8	24.09.2020	Revised Demand Promissory Note

A9	24.09.2020	Credit Sanction Advice
A10	24.09.2020	Agreement of Tern Loan
A11	24.09.2020	Letter of Undertaking Repayment in instalment
A12	06.08.2023	Revival Letter
A13	01.02.2020 to 28.12.2024	Certified Copy accounts
A14	06.01.2025	True Copy of Lawyer’s Notice
A15		Postal Registered Receipt
A16		Acknowledgment Card

<u>Witness and Exhibit for the Defendant</u> : NIL

Id/-
MUNSIFF