

IN THE COURT OF THE MUNSIFF, CHENGANNUR
Present : Smt. Amala Lawrence, Munsiff,
Tuesday 31st day of March 2026 / 10th Chaitra 1948

OS 120/2023
 (Filed on 13.04.2023)

Plaintiff:

Manu S Kurup, aged 29 years,
 S/o Sasikurup, Thekkekkattil Veetil,
 Ennakkad P.O, Ennakkad Village,
 Chegannur Taluk.
(By Adv.B.Remesh Chandrakumar)

Defendants:

1. Ebin Abraham, aged 28 years,
 S/o Abraham Kurian, Sastamkoyikkal Veetil,
 Kolabhagam P.O, Thottappuzhassery Village,
 Pathanamthitta District.
2. Abraham Kurian, aged 52 years,
 S/o Kurian, Sastamkoyikkal Veetil,
 Kolabhagam P.O, Thottappuzhassery Village,
 Pathanamthitta District.
(Exparte)

This Suit having been finally heard on 28.03.2026 and court on the 31.03.2026 delivered the following.

JUDGMENT

This suit is filed for permanent prohibitory injunction.

2. **Plaint averments, in brief, are as follows:-** The plaintiff and the first defendant are friends. The second defendant is the father of the first defendant. As per the directions of the second defendant, the plaintiff and the first defendant started a business organization, which was duly registered. The said company obtained a Mudra loan of ₹8,50,000/-, for which the plaintiff and the first defendant, being the directors of the company, stood as guarantors. Due to the COVID-19 pandemic, the

business suffered severe losses and was unable to pay salaries to its employees. Consequently, the business was wound up and is no longer operational. Thereafter, the defendants, without the consent of the plaintiff, removed all the furniture and assets of the company and started another computer centre. The loan availed from Canara Bank has not been repaid. Consequently, Canara Bank has instituted a suit as O.S. No. 226/2022 against the plaintiff and the first defendant. The defendants have informed the plaintiff that the entire liability has to be discharged by him alone. Further, revenue recovery proceedings have also been initiated with respect to the said loan, and notices have been issued to the defendants in O.S. No. 226/2022 as well as in the revenue recovery proceedings. It is reliably learned that the defendants are attempting to alienate their properties with the intention of evading liability. The first defendant has failed and neglected to repay the loan amount to Canara Bank. If the plaintiff is compelled to discharge the said liability, he is entitled to recover the same from the defendants. The first defendant is equally liable to repay the loan amount along with the plaintiff but is not willing to do so. Hence, this suit is filed seeking to restrain the defendants from alienating their properties until the loan liability is discharged otherwise the plaintiff will be put to irreparable injury. Accordingly, this suit is filed for a decree of permanent prohibitory

injunction.

3. The defendants did not file written statement; hence they were set exparte.

4. The only issue to be decided is:-

Whether the plaintiff is entitled to the relief of injunction as sought for in the plaint.

5. To prove the case of plaintiff, the plaintiff filed proof affidavit in lieu of examination in chief and was examined as PW1 and Exts. A1 to A3 documents were marked. The commission report and Mahazar were marked as Ext.C1 series.

6. Heard the learned counsel for the plaintiff.

7. **The Issue:-** To prove the case, the plaintiff filed a proof affidavit in lieu of examination-in-chief, and was examined as PW1, he deposed in accordance with the averments in the plaint. Exts. A1 to A3 documents were marked in evidence. The certificate of incorporation of Voxazon Business Service Private Ltd was marked as Ext.A1. The RR notice dated 14/10/2022 issued from Tahsildar, Chengannur was marked as Ext.A2. The copy of judgment in OS. 226/2022 was marked as Ext.A3. The oral testimony of PW1, read with Exts. A1 to A3 proves that the plaintiff's case. Furthermore, the commission report and mahazar marked as Ext. C1 series further corroborate the plaintiff's case. The averments in the plaint thus stand proved by the deposition of PW1, the proof affidavit, and the documents produced. Since the

defendants have neither contested the claim nor adduced any evidence, the plaintiff's case remains unchallenged and is proved through the oral and documentary evidence on record. Accordingly, the plaintiff is entitled to a decree of permanent injunction as prayed for.

In the result, suit decreed exparte as follows:-

1. The defendants, and any persons acting under or through them, are hereby permanently restrained from alienating or encumbering the scheduled properties of the defendants until the discharge of the liability standing in the name of first defendant, arising out of the loan amount jointly availed by the plaintiff and first defendant under the MSE Scheme from Canara Bank, Mannar branch.
2. Plaintiff is entitled to realise the costs of the suit from the defendants and their assets.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in Open Court on this the 31st day of March 2026.)

Sd/-
AMALA LAWRENCE
MUNSIFF

APPENDIX:**Witness for the Plaintiff:**

PW1	17.03.2026	Manu S Kurup
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Exhibits for the Plaintiff:

A1		Ceritafate of incorporation of Voxazon Business Service Private Limited
A2	14.10.2022	RR Notice issued from Tahsildar, Chengannur
A3	26.02.2026	Copy of Judgment in OS 226/2022 of the Hon'ble Munsiff's Court, Chengannur

Court Exhibits:

C1	18.04.2023	Report filed by Advocate Commissioner Rini Philip
C1(a)	18.04.2023	Mahazar prepared by Advocate Commissioner Rini Philip

Witness and Exhibit for the Defendants : NIL

**Id/-
MUNSIFF**