

**IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), MUVATTUPUZHA**

Present:- Sri. Atheek Rahman, Civil Judge (Senior Division)

Wednesday, the 31<sup>st</sup> day of July, 2024 / 9<sup>th</sup> Sravana 1946

**O.S.No. 54/2023**

**Plaintiff :-**

Jacob Pharmaceutical Muvattupuzha represented by  
Managing Partner Jiwin Paul, S/o K P Paulose,  
aged 38 years, Kulangara Veetil, Ramangalam Kara,  
Marady Village, Muvattupuzha Taluk.

By Adv. M/s Wilson Thomas, Shanu Salim,

N.R Sudhakaran Pillai, Beemamol C.M & Anju O.H

**Defendant :-**

Jose Varghese, Thozhalayil Veedu, Avoli Kara,  
Muvattupuzha Village, Muvattupuzha Taluk.

Exparte

This suit is filed under Order 7 Rule 1 of Civil Procedure Code for realisation of money and is coming on for final hearing on 27.07.2024 in the presence of the plaintiff's counsels and the court on the 31<sup>st</sup> day of July, 2024 passed the following :-

**JUDGMENT**

The suit is for realisation of money.

2. Brief averments in the plaint are as follows:- Plaintiff and defendant are known to each other. The defendant borrowed an amount of ₹14,00,000/- (Rupees fourteen lakh only) from the plaintiff on different dates.

When the plaintiff demanded the amount, the defendant executed and issued cheque dated 31.03.2023 bearing No.126321 for ₹14,00,000/-. When the plaintiff presented the above cheque on 06.04.2023, the same returned unpaid for the reason funds insufficient in the account maintained by the defendant. plaintiff issued lawyer notice to defendant demanding to pay the said amount. But, he did not turn up. Hence, the suit.

3. The defendant entered appearance. But, he failed to file written statement and the Court has decided to proceed with the suit as exparte against him.

4. The managing partner of the plaintiff gave evidence as PW1. Ext.A1 to Ext.A7 documents were marked.

5. Heard the learned counsel for plaintiff.

6. PW1 filed proof affidavit in tune with the pleadings in the plaint. From the unchallenged oral evidence of PW1 and the documents including Ext.A1 to Ext.A7, plaintiff could prove its case.

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

Plaintiff is allowed to realise ₹14,70,000/- (Rupees fourteen lakh seventy thousand only) with interest @ 9% per annum for the said amount from the date of the suit, ie, 04.09.2023, till the date

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of decree and thereafter with future interest @ 6% per annum till its realisation, from the defendant and his assets.

Dictated to the Confidential Assistant, typed by her directly into computer, corrected and pronounced by me in the Open Court, this the 31<sup>st</sup> day of July 2024.

Sd/-

ATHEEK RAHMAN  
CIVIL JUDGE (SENIOR DIVISION)

**APPENDIX :**

**Plaintiff's Exhibits :-**

A1	31.03.2023	Cheque No.126321 of Union Bank of India Muvattupuzha Branch
A2	07-04-2023	CTS Return Memo issued from Catholic Syrian Bank Muvattupuzha Branch
A3	04-05-2023	Copy of Lawyer notice issued by Adv. Wilson Thomas
A4	04-05-2023	Postal Receipt
A5	26-05-2023	Letter No.CPT/DLY/AD/02-07/2023-24 from Senior Superintendent of Post Offices, Department of Posts,India, Aluva Division, Aluva
A6	01-04-2023	Notary attested copy of Partnership Deed.
A7	01-04-2023	Deed of Partnership.

**Defendants' Exhibits :-** Nil

**Court Exhibits :-** Nil

**Plaintiff's Witness :-**

PW1 04.07.2024 Jiwin Paul

**Defendants' Witness :-** Nil

**Court Witness :-** Nil

Sd/-

CIVIL JUDGE (SENIOR DIVISION)

Typed by: Ss/-

Compd.by: pkm/- // True Copy //

(By Order)

Sheristadar

**Copy of Judgment in**

**O.S.No. 54/2023**

**Dated :- 31.07.2024**