

IN THE COURT OF THE MUNSIFF, KATTAPPANA
PRESENT: FELIX JOHN, CIVIL JUDGE (JUNIOR DIVISION)
Saturday the 31 st day of August, 2024 / 9 th day of Bhadra, 1946.

OS 129/2023

Plaintiff	:	The State Bank of India, Kattappana Branch represented by its ADB Manager, Ajayan T.T, aged 46 years, S/o Thankappan.
		By Adv: Siby Scaria
Defendant	:	Sunny Thomas, aged 54 years, S/o Thomas, Mukalel House, Kanchiyar Kara, Kanchiyar P.O, Kanchiyar Village, Idukki Taluk, Idukki District.
		No Vakalath

This Suit is filed under Section 26, Order VII, Rules 1 and II Read with Order XXXIV of the CPC and coming before me for hearing on 22.08.2024 and having been stood over for consideration till 31.08.2024 in the presence of the above counsel and the Court on the same day delivered the following :

JUDGMENT

The suit is for realization of money.

2. Plaintiff's case in brief is as follows:- The plaintiff is a body corporate, constituted under the State Bank of India Act 1955 (Act No. 23 of 1955) having one of its Local Head Offices at Thiruvananthapuram and having one of its branch at Kattappana. On 05.03.2012 the defendant has submitted a loan application under the scheme of Kissan Credit Card for Rs.1,00,000/-. In pursuance to the said applications the plaintiff sanctioned a loan of Rs.1,00,000/- as the KCC loan which he had availed. On acceptance of the above loan amount

the defendant has executed agreement on 27.03.2012 in favour of the bank agreeing to repay the loan amount with 13% interests per annum with monthly rests subject to revisions from time to time. The defendant agreed to repay the loan amounts with interest @ 13% per annum with half yearly rests subject to revision from time to time. The defendant is not prompt in repayment of the loan amounts, its interest and installments even after repeated demands. Notices including legal notices were issued to the defendant. In spite of all that the defendant did not care to settle the loan accounts. The plaintiff issued legal notice to the defendant on 22.01.2021 calling upon to remit the entire amounts due to the Bank, and defendant has received the notice. As on 15.03.2023 an amount of Rs.1,24,515/- remains outstanding in the loan account of the defendant. The plaintiff is entitled to recover an amount of Rs.1,24,515/- with interest @ 10.25% with half yearly rests from the defendant.

3. On service of summons, the defendant did not file written statement. Hence he was set exparte.

4. Based on the pleading of the plaintiff, the following points arise for consideration:

1. Is the plaintiff entitled to recover an amount of Rs.1,24,515/- from the defendant ?
2. If so, what is the rate of interest ?
3. Reliefs and costs ?

5. The Branch Manager of the plaintiff bank filed proof affidavit in lieu of examination in chief and was examined as PW1. Exts.A1 to A10 were marked.

6. Heard the learned counsel for the plaintiff.

7. **Point Nos.1 and 2 :-** The Branch Manager of the plaintiff bank filed affidavit in lieu of examination in chief and deposed in tune with the plaintiff averments. Ext.A1 is the application to agricultural loan dated 5.3.12. Ext.A2 is the sanction letter dated 5.3.12. Ext.A3 is the agreement dated 27.3.12. Ext.A4 is the revival letter dated 24.3.15. Ext.A5 is the revival letter dated 21.3.17. Ext.A6 is the revival letter dated 20.3.20. Ext.A7 is the office copy of legal notice dated 22.1.21. Ext.A8 is the postal receipt dated 27.1.21. Ext.A9 is the acknowledgment card. Ext.A10 is the statement of account dated 15.3.22.

8. As the defendant was set exparte, the evidence adduced by the plaintiff is unrebutted and uncontroverted. From the evidence of PW1 and Exts.A1 to A10, this Court is of the finding that the plaintiff is entitled to realise an amount of Rs.1,24,515/- from the defendant. Considering the nature of the transaction, interest at the rate of 6% per annum from the date of suit till the date of realization is sufficient in this case. Hence point Nos.1 and 2 are answered in favour of the plaintiff bank.

9. **Point No.3:-** In the result of finding in point Nos.1 and 2, the plaintiff is entitled to recover Rs.1,24,515/- from the defendant. The plaintiff is also entitled to interest rate at 6% (Six percent) per annum from the date of suit till the date

of realization. Considering the facts and circumstances of the case, the plaintiff is entitled to realise the costs of the suit from the defendant.

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

The plaintiff is entitled to recover Rs.1,24,515/- (Rupees One Lakh Twenty Four Thousand Five Hundred and Fifteen only) from the defendant with 6% interest from the date of suit till the date of realisation.

Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 31st day of August, 2024.

**FELIX JOHN,
CIVIL JUDGE (JUNIOR DIVISION)**

APPENDIX

<u>Plaintiff's Exhibits :</u>		
A1	05.03.2012	Application for Agricultural loan
A2	05.03.2012	Memorandum for sanction of Agricultural loan
A3	27.03.2012	Agreement
A4	24.03.2015	Revival letter
A5	21.03.2017	Revival letter
A6	20.03.2020	Revival letter
A7	22.01.2021	Lawyers notice
A8	27.01.2021	Postal receipts
A9	-	Acknowledgment card
A10	15.03.2023	Statement of account with certification

<u>Defendant's Exhibits :</u>	NIL	
<u>Court Exhibits :</u>	NIL	
<u>Plaintiff's Witnesses :</u>		
PW1	02.02.2024	Reji Raj
<u>Defendant's Witnesses :</u>	NIL	
<u>Court Witnesses :</u>	NIL	

CIVIL JUDGE (JUNIOR DIVISION)

Typed by :Lekha T.S.

Compd. by : Syam M.S

FAIR JUDGMENT IN OS 129/2023
DATED:31.08.2024.