

IN THE COURT OF THE SUBORDINATE JUDGE, KOYILANDY

Present:- Sri. Ashraf. A.M., Subordinate Judge

Tuesday, the 30th day of March, 2021

O.S. No. 24/2018

Between:

Ramakrishnan, aged 56 years, Business, S/o. Kunhiraman, Kuttiappurath House, Arikkulam Amsom, Desom, Koyilandy Taluk.	}	Plaintiff
--	---	-----------

And:

Gangadharan. K.K., aged 71 years, Coolie, S/o. Kunhikanaran, residing at Sherly Nivas, Kozhukkallur Amsom, Chavatt desom, Koyilandy Taluk.	}	Defendant
--	---	-----------

This suit coming on the 29th day March. 2021 for final hearing before me in the presence of Sri. A. Vinod Kumar, Advocate for Plaintiff and of Sri. K.B. Sahasranaman and Sri. P. Rajilesh, Advocates for defendant and having stood over to this day for consideration; the court delivered the following:

J U D G M E N T

Suit for realisation of money.

2. The plaint averments can be summed up as thus:

The plaintiff and defendant are friends and well acquaintance as such. The plaint schedule shop room is originally belonged to the Koyilandy Municipality. The defendant had taken out a

plaint schedule shop room on depositing Rs.1,56,000/- (Rupees One lakh fifty six thousand only) from the Municipality. The defendant caused to believe the plaintiff that he is having right to lease out the plaint schedule shop room to a 3rd party. Believing the words of the defendant, the plaintiff agreed to take plaint schedule shop room on lease from the defendant. Accordingly, on 28.07.2015 the plaintiff and defendant had entered into an agreement. On the date of the agreement the plaintiff had paid Rs.15,00,000/- to the defendant towards the consideration of the transaction. Thereafter, the plaintiff has conducting banana business in the room on the partnership basis but the defendant was not ready and willing to assign the licence in favour of the plaintiff even after repeated request and demands. The defendant did not repay the advance amount of Rs.15,00,000/- to the plaintiff. In these circumstances, on 07.07.2018 the plaintiff had sent a lawyer notice to the defendant. Though the defendant had acknowledged the notice but did not sent any reply. The plaintiff rushed before this court in these back drops of the matter.

4. On 29.03.2021, Plaintiff was examined as PW1. Exts.A1 to A5 are marked. The defendant was absent and not ready for evidence. There was no representation also. Hence, defendant was called absent set ex parte.

5. It is well clear that the case of the plaintiff still remains as unchallenged. In the absence of any contra evidence from the side of the defendant, it can be discerned that the case of the plaintiff appears to be credible and believable. Considering the testimony of PW1 & Exts.A1 to A5 documents the suit is to be decreed and the defendant is to be ordered to pay of Rs.15,00,000/- (Rupees Fifteen lakhs only) with interest at the rate of 12% per annum upon principal amount from the date of the suit till the date of realisation.

In the result,

Suit is decreed and the defendant is ordered to pay of Rs.15,00,000/- (Rupees fifteen lakhs only) with interest at the rate of 12% per annum upon principal amount from the date of the suit till the date of realisation. The defendant do pay the costs of the suit.

(Dictated to the Confidential Assistant, transcribed by her corrected and pronounced by me in the Open Court, this the day of 30th day of March, 2021.)

Subordinate Judge.

Plaintiff's witness :-

PW1 29/3/21 Ramakrishnan

Plaintiff's exhibits:

A1 38/7/15 Agreement of sale entered into between
 Plaintiff and defendant.

A2 07/7/18 Copy of lawyer notice

A3 07/7/18 Postal receipt

A4 12/7/18 Postal acknowledgement card

A5 14/7/15 Partnership deed, with acknowledgement of
 registration of firms, entered into between
 Gangadharan, Ramakrishnan and Leena.

Exhibits and witnesses on the side of defendant: Nil

tg

Subordinate Judge

**Fair/copy of judgment in
OS 24/18 dated 30/3/2021**