

IN THE COURT OF THE MUNSIFF, KOYILANDY
Present:- Miss. Raveena Naz, Munsiff, Koyilandy
Friday, the 27th day of March, 2026
ORIGINAL SUIT No. 229/2022

Between:

Kerala Gramin Bank, Arikkulam Branch, Represented
by its Branch Manager, Neelima C.C, Arikkulam
Village, Arikkulam Desom } Plaintiff

And:

- 1 Muhammad Jasin, Aged 26 years, S/o. Jamal,
Namboorikkandy House, Arikkulam PO, Arikkulam
Desom, Arikkulam Village, Koyilandy Taluk, PIN-673620 } Defendants
- 2 Jamal N.K, Aged 59 years, S/o. Imbichi Moidy,
Namboorikkandy House, Arikkulam PO, Arikkulam
Desom, Arikkulam Village, Koyilandy Taluk, PIN-673620

This suit coming on this the 18th day of March, 2026 for final hearing before me in the presence of Sri. Anil. G and Sri. K. B. Vijayanandan, Advocates for Plaintiff and Defendants called absent and not represented and having stood over to this day for consideration and the Court delivered the following:

JUDGMENT

The suit is for realization of money.

2. The plaint averments, in brief, are as follows: The suit is filed by the Manager and Principal Officer of the Plaintiff Bank. The Defendant Nos. 1 and 2 approached the Plaintiff bank for educational loan of Rs. 3,00,000/- (Rupees Three Lakh only) for the education of the 1st Defendant for studying B Tech, 4 year course. After executing necessary documents, the

Plaintiff bank sanctioned an educational loan of Rs. 3,00,000/- (Rupees Three Lakh only) with interest at the rate of 14.25% and penal interest at the rate of 2% in case of default in repayment. The Defendants availed the loan amount in loan account No. 18215316000315 and executed an agreement with Plaintiff on 30.12.2015. It is also agreed that the repayment shall start on two years of completion of course or after 6 months of getting employment, whichever is earlier. After availing the loan, the Defendants failed to comply with terms of repayment. An amount of Rs. 5,42,875/- (Rupees Five Lakhs Forty Two Thousand Eight Hundred and Seventy Five only) is due from the Defendants as on 17.10.2022. Even after repeated demands from the Plaintiff, the Defendants failed to repay the amount and hence the suit.

3. Summons was served on the Defendants, they filed written statement denying all the allegations in the plaint.
4. Upon rival contentions, the following issues were raised for consideration:
 1. Is the Plaintiff entitled to realize an amount of Rs. 5,42,875/- (Rupees Five Lakh Forty Two Thousand Eight Hundred and Seventy Five only) from Defendants?
 2. If issue No. 1 is found in affirmative, what shall be the rate of interest?
 3. What shall be the order as to costs?
5. The Managers of Plaintiff bank was examined as PW1 to PW4 and Exts.

A1 to A8 were marked. When the case was listed for trial on 03.03.2026, Defendants called absent and PW1 was not subjected to cross-examination.

6. Issue Nos. 1 and 2

PW1 deposed in tune with the averments in the plaint. Ext. A1 is the Agreement for Educational Loans dated 30.12.2015 signed by the Defendants and they agreed to repay Rs. 3,00,000/- (Rupees Three Lakh only) with interest. Ext. A2 is the Acknowledgment of Debt and Security of Borrower/Coobligant duly signed by the Defendants dated 15.01.2018 admitting the debt amount as Rs. 2,78,607/- (Rupees Two Lakh Seventy Eight Thousand Six Hundred and Seven only) with interest at the rate of 14.25% per annum as on 30.12.2017. Ext. A3 is the Acknowledgment of Debt and Security of Borrower/Coobligant duly signed by the Defendants dated 22.07.2020 admitting the debt amount as Rs. 4,77,144/- (Rupees Four Lakh Seventy Seven Thousand One Hundred and Forty Four only) with interest at the rate of 14.25% per annum as on 30.06.2020. Exts. A4 and A5 are the copy of lawyer notices sent by counsel for the Plaintiff to the Defendants demanding repayment of the loan amount. Ext. A6 is the unserved notice with acknowledgment card of Defendant No. 1. Ext. A7 is the acknowledgment card. Ext. A8 is the statement of account evidencing the amount due as Rs. 5,42,875/- (Rupees Five Lakhs Forty Two Thousand Eight Hundred and Seventy Five only) as on 18.10.2022. The

unchallenged evidence from the side of the Plaintiff proves its case. The Defendants are liable to repay the amount of Rs. 5,42,875/- (Rupees Five Lakhs Forty Two Thousand Eight Hundred and Seventy Five only) to the Plaintiff bank with interest at the rate of 9% per annum from the date of the suit till date of decree and at the rate of 6% per annum from the date of decree till date of realization.

Issue Nos. 1 and 2 found in favour of the Plaintiff.

7. **Issue No. 3**

As the Plaintiff bank was constrained to launch this litigation in order to realize the amount due to them, this case is not an exception to the well-established principle that the costs shall follow the event. The Plaintiff is entitled to realize the costs of the suit from the Defendants.

Ex consequenti, Plaintiff Bank is entitled to realize an amount of Rs. 5,42,875/- (Rupees Five Lakhs Forty Two Thousand Eight Hundred and Seventy Five only) from the Defendants with interest at the rate of 9% per annum from the date of the suit till date of decree and at the rate of 6% per annum from the date of decree till date of realization. The Plaintiff is entitled to realize the costs of the suit from the Defendants.

(Dictated to Confidential Assistant, typed by her in office computer, corrected and pronounced by me in open Court, on this the 27th day of March, 2026)

Sd/-
MUNSIFF

Plaintiff's Witness:

PW1 : 03.03.2026 : Goutham. S
PW2 : 16.03.2026 : Balakrishnan
PW3 : 16.03.2026 : Athul P.S
PW4 : 16.03.2026 : Manjusha. K

Plaintiff's Exhibits:

Ext. A1 : 30.12.2015 : Agreement for Educational Loans.
Ext. A2 : 15.01.2018 : Acknowledgment of Debt and Security
Ext. A3 : 22.07.2020 : Acknowledgment of Debt and Security
Ext. A4 : 21.06.2022 : Lawyer Notice with Postal Receipt
Ext. A5 : 21.06.2022 : Lawyer Notice with Postal Receipt
Ext. A6 : - : Returned Cover with Acknowledgment Card
Ext. A7 : - : Acknowledgment Card
Ext. A8 : 30.12.2015 : Statement of Account
to
15.11.2022

Defendants' Witness/Exhibits: Nil

Sd/-
MUNSIFF

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Fair/Copy of Judgment in
OS 229/2022
Dated: 27.03.2026