

IN THE COURT OF MUNSIFF-MAGISTRATE, PERAMBRA

**Present : Smt. Varada Surendran
Monday, the 30th day of March, 2026.**

ORIGINAL SUIT NO: 25/2025

Between :-

Canara Bank, Perambra Branch, represented by its
Manager, Koyilandy Taluk, Kozhikode District. } Plaintiff

And :-

1. Akhil.B, S/o Balakrishnan, aged 30 years,
Karimbila Moolayil, Koothali Post, Perambra Via,
Koothali Village, Koyilandy Taluk.
 2. Balakrishnan.K.M, S/o Kunhiraman Nair, aged 58 years,
Karimbila Moolayil, Koothali Post, Perambra Via,
Koothali Village, Koyilandy Taluk.
- } Defendants

This suit coming on 24th day of March, 2026 for final hearing before me in the presence of S/Sri. P.P. Sasidharan and Biji.K.P, Advocates for plaintiff and defendants set exparte and having stood over to this day for consideration, the court delivered the following:

J U D G M E N T

Suit for recovery of money.

2. The plaint averments are as follows:-

The plaintiff is the Canara Bank, a Body Corporate represented by its Manager. On the application made by the defendants, plaintiff allowed a loan of Rs. 4,00,000/- (Rupees four lakh only) for educational purpose of defendant No.1 for his 4 years Mechanical Engineering Course on execution of agreement dated

26.12.2011. The defendants agreed in the aforementioned agreement to the terms and conditions that the loan would be repaid to the bank in 84 equated monthly instalments. The repayment shall start two year after completion of the course or after six months of getting employment which ever is earlier. The rate of interest was 10.45% per annum. After availing the loan, the defendants have not complied with terms and conditions of repayment and they defaulted. Hence, the suit for realising an amount of Rs.9,12,362/- (Rupees nine lakh twelve thousand three hundred and sixty two only).

3 Summons was served to the defendants. The defendants remained absent and were set ex-parte.

4. Plaintiff filed affidavit in lieu of chief examination and the Manager of the plaintiff's bank was examined as PW1. Exts.A1 to A4 were marked. Ext.A1 is the educational loan application dated 26.12.2011. Ext.A2 and A3 are the acknowledgment of debt dated 07.06.2019 and 03.06.2022. Ext. A4 is the statements of accounts maintained by the bank with respect to the defendants dated 03.01.2012 to 03.11.2024. So from the unchallenged proof affidavit and documents marked on the side of the plaintiff, I find that the plaintiff has established his case and so the plaintiff is entitled to get a decree.

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

1. The defendants are directed to pay a sum of Rs.9,12,362/- (Rupees nine lakh twelve thousand three hundred and sixty two only) together with interest @ 10.45% per annum from the date of suit till the date of decree and thereafter with interest @ 6% per annum till realisation.
2. The defendants are directed to pay the costs of the suit to the plaintiff.

(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on this the 30th day of March, 2026)

Sd/-

Munsiff-Magistrate

Plaintiff's Witness:-

P.W.1 24.3.2026 Bhavitha, D/o Rajan V.M

Plaintiff's Exhibits:-

A1 26.12.2011 Educational Loan Agreement

A2 7.6.2019 Acknowledgment of debt

A3 3.6.2022 Acknowledgment of debt

A4 15.11.2024 Attested copy of Statement of Account during the period from 3.1.2012 to 3.11.2024

Defendant's Witness and Exhibits:- Nil

Sd/-

Munsiff-Magistrate

//True copy//

Munsiff-Magistrate

Fair/Copy of judgment in OS
25/25 dt 30.3.2026

