

IN THE COURT OF MUNSIFF-MAGISTRATE, PERAMBRA

**Present : Smt. Varada Surendran
Monday, the 16th day of March, 2026.**

ORIGINAL SUIT NO: 77/2025**Between :**

The Federal Bank, Ltd, Alwaye, Perambra Branch,
Represented by its Manager, Perambra Post,
Menhaniam Village, Pin 673525. } Plaintiff

And :-

Sreejith Kumar, S/o G. Mohankumar, aged 43 years,
Chakkitezath house, Kadiyangad P.O, Changaroth
Village, Kadiyangad desom, Koyilandy Taluk, 673525 Pin. } Defendant

This suit coming on 3rd day of March, 2026 for final hearing before me in the presence of S/Sri. N. Nipunkumar and R.B. Preetha, 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 Federal Bank Limited, a Banking company incorporated under Companies Act 1956 with its registered office at Alwaye. Plaintiff bank is represented by its Manager. On the application made by the defendant, plaintiff allowed a loan of Rs. 4,00,000/- (Rupees four lakh only) under BYOM scheme on 23.03.2021 for his personal purpose. The rate of interest was 13.49% per annum.

By way of security for the above loan, defendant executed an agreement promising to repay the loan amount. After availing the loan, the defendant had, not complied with terms and conditions of repayment and he defaulted. Hence, the suit for realising an amount of Rs.4,60,980/- (Rupees four lakh sixty thousand nine hundred and eighty only).

3 Summons was served to the defendant. The defendant remained absent and was 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 A3 were marked. Ext.A1 is the BYOM loan scheme dated 23.03.2021. Ext. A2 is the lawyer notice dated 01.06.2025. Ext. A3 is the statements of accounts maintained by the bank with respect to the defendant dated 12.06.2025. 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 defendant is directed to pay a sum of Rs 4,60,980/- (Rupees four lakh sixty thousand nine hundred and eighty only) together with interest @ 13.49% per annum from the date of suit till the date of decree and thereafter with interest @ 6% per annum till realisation.

2. The defendant is 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 16th day of March, 2026)

Sd/-

Munsiff-Magistrate

Plaintiff's Witness:-

P.W.1 3.3.2026 Vinoy Vijayan, S/o Vijayan

Plaintiff's Exhibits:-

A1 23.3.2021 BYOM (Be your own master) loan scheme.

A2 1.6.2025 Lawyer notice issued to plaintiff's Lawyer to defendant

A3 12.6.2025 Attested copy of statement of account from 23.3.2021 to 28.3.2025

Defendant's Witness and Exhibits: Nil

Sd/-
Munsiff-Magistrate

//True copy//

Munsiff-Magistrate

Fair/Copy of judgment in OS
77/25 dt 16.3.2026