

IN THE COURT OF MUNSIFF-MAGISTRATE, PERAMBRA

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

ORIGINAL SUIT NO: 82/2023

Between :

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

And :-

1. Pushpalatha, W/o Balakrishnan, aged 51 years,
Kuzhichalil house, Thandorappara Post, Perambra village
Perambra desom, Koyilandy Thaluk, Kozhikode District. } Defendants
2. Balakrishnan, S/o Nanu Nair, aged 61 years, Kuzhichalil
house, Thandorappara Post, Perambra village Perambra
desom, Koyilandy Thaluk, Kozhikode District. }

This suit coming on 4th 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, Advocate V. Murlalikirshna Iyer and Adv. R.B. Preetha filed vakalath for defendants 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 Kerala Gramin Bank represented by its manager. Defendants took loan of Rs.4,00,000/- from the plaintiff bank on 21.07.2017 on

execution of house loan agreement. As a collateral security for the loan, defendant No. 1 mortgaged his landed property by depositing the title deed of property. The defendant executed an agreement agreeing and undertaking to repay the amount with interest @ 10.25% per annum on the same day. After availing the loan, the defendant failed to repay the same as per the terms. Plaintiff made repeated request and demand for repayment but defendants failed to repay the loan amount. Then on 28.06.2017 and 25.05.2020 the defendants executed acknowledgment of debt in favour of plaintiff bank. A total sum of Rs.7,96,342/- (Rupees seven lakh ninety six thousand three hundred and forty two only) is due and recoverable from the defendants. Hence this suit.

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 A9 were marked. Ext. A1 is the agreement dated 21.07.2017. Ext.A2 is the memorandum of agreement dated 10.06.2020. Ext. A3 is the link letter to be obtained when additional loan is granted within the maximum limit dated 10.06.2020. Ext. A4 is the acknowledgment of debt dated 10.06.2020. Ext. A5 is the letter of evidence deposit of title deed creating EM over her property dated 24.07.2017. Exts. A6 is the title deed No. 377/95 dated 07.02.95. Ext. A7 is the title deed No. 1015/17 dated 31.07.17. Ext. A8 is the statements of account from 21.07.2017 to 28.04.2023. Ext. A9 is the statements of account from 10.06.2020 to 31.03.2023. 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. 7,96,342/- (Rupees seven lakh ninety six thousand three hundred and forty two only) together with interest @ 10.25% per annum from the date of suit till the date of decree and thereafter with interest @ 6% per annum till realisation.
2. In case of default, a charge is created in the plaint schedule property and the plaintiff is at liberty to conduct sale and the net sale proceeds to be appropriated towards the said amounts and the balance if any be realized from the defendants personally by due process of law.
3. 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 16th day of March, 2026).

Sd/-
Munsiff-Magistrate

Plaintiff's Witness:-

| | | |
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| P.W.1 | 4.3.2026 | Anagh Manoj, S/o Manoj |
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Plaintiff's Exhibits:-

| | | |
|----|-----------|---|
| A1 | 21.7.2017 | Agreement for housing loan |
| A2 | 10.6.2020 | Memorandum of Agreement for Agricultural loan |
| A3 | 10.6.2020 | Link letter to be obtained when additional loan is granted within the maximum limit |

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|----|-----------|--|
| A4 | 10.6.2020 | Acknowledgment of debt |
| A5 | 24.7.2017 | Letter of evidence deposit of title deed creating EM over her property. |
| A6 | 7.2.1995 | Assignment Deed No. 377/95 of SRO Perambra executed by padmanabhan Nair in favour of Pushpalatha. |
| A7 | 31.7.2017 | Joint right Ozhimuri Deed No. 1015/2017 of SRO Perambra executed by Rajeevan in favour of Pushpalatha. |
| A8 | - | Attested copy of statement of account during the period from 21.7.2017 to 28.4.2023. |
| A9 | - | Attested copy of statement of account during the period from 10.6.2020 to 31.3.2023. |

Defendants Witness and Exhibits: Nil

Sd/-
Munsiff-Magistrate

//True copy//

Munsiff-Magistrate

Fair/Copy of judgment in OS
82/23 dt 16.3.2026

