

IN THE COURT OF MUNSIFF-MAGISTRATE, PERAMBRA

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

ORIGINAL SUIT NO: 140/2024

Between :

Kerala Gramin Bank, Perambra Branch, } Plaintiff
represented by its Manager.

And :-

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| 1. | Rejilesh. K.C, S/o Gangadharan Nair, aged 37 years, Kundayottuchalil house, Chakkittappara Post, Chakkittappara Village, Pillapperuvanna desom, Koyilandy Taluk. | } | Defendants |
| 2. | Aneesh. C.K, S/o Kunhirama Kurup, aged 46 years, Cheruvalatte house, Chakkittappara Post, Chakkittappara Village, Chakkittappara desom ,Koyilandy Taluk | | |

This suit coming on 3rd 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 Kerala Gramin Bank represented by its manager. Defendants took vehicle loan of Rs. 2,00,000/- from the plaintiff bank on 17.09.2021. The defendant executed guarantee

agreement on the same day in favour of the plaintiff bank. The rate of interest was @ 11.60% per annum. After availing the loan, the defendants failed to repay the same as per the terms. Plaintiff made repeated request and demand for repayment but defendant failed to repay the loan amount. A total sum of Rs.1,77,660/- (Rupees one lakh seventy seven thousand six hundred and sixty only) is due and recoverable from the defendants. Hence this suit.

3. Summons were 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 A3 were marked. Ext.A1 is the Guarantee Agreement dated 17.09.2021. Ext.A2 is the Agreement for Vehicle loans dated 17.09.2021. Ext. A3 is the statements of account from 17.09.2021 to 17.08.2024. 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.1,77,660/- (Rupees one lakh seventy seven thousand six hundred and sixty only) together with interest @ 11.6% 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:-

P.W.1 3.3.2026 Tony Thomas, S/o Thomas P.M

Plaintiff's Exhibits:-

A1 17.9.2021 Guarantee Agreement

A2 17.9.2021 Agreement for Vehicle loan

A3 - Attested copy of Statement of account during the period from 17.9.2021 to 17.8.2024.

Defendants' Witness and Exhibits : Nil

Sd/-
Munsiff-Magistrate

//True copy//

Munsiff-Magistrate

Fair/Copy of judgment in OS
140/24 dt 16.3.2026