

IN THE COURT OF MUNSIFF-MAGISTRATE, PERAMBRA

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

ORIGINAL SUIT NO:140/2025

Between :-

Kerala Grameena Bank, Chakkittapara Branch
represented by its Manager. } Plaintiff

And :-

- | | | | |
|----|--|---|------------|
| 1. | Fathima Nasneem.P, D/o Ibrayi, aged 25 years,
Puthusserimmal house, Kayanna Post, 673526 Pin,
Perambra Village, Perambra desom, Koyilandy Taluk. | } | Defendants |
| 2. | Sajeena.E, W/o Ibrayi, aged 43 years,
Puthusserimmal house, Kayanna Post, 673526 Pin,
Perambra Village, Perambra desom, Koyilandy Taluk. | | |

This suit coming on 24th 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 Kerala Grameena Bank represented by its manager. Defendants availed an educational loan of Rs.1,87,500/- for the educational purpose of 1st defendant after executing loan application, agreement for educational loan, agreement for interest subsidy of educational loan on 10.11.2020. The rate of

interest was 13.6% 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 defendants failed to repay the loan amount. Then on 01.07.2023 the defendants executed acknowledgment of debt in favour of plaintiff bank. A total sum of Rs. 2,77,481/- (Rupees two lakh seventy seven thousand four hundred and eighty one 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 A4 were marked. Ext.A1 is the agreement for educational loan dated 10.11.2020. Ext. A2 is the agreement for interest subsidy for educational loan dated 10.11.2020. Ext. A3 is the acknowledgment of debt dated 01.07.2023. Ext. A4 is the statements of account on 10.11.2025. 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 defendants are directed to pay a sum of Rs. 2,77,481/- (Rupees two lakh seventy seven thousand four hundred and eighty one only) together with interest @ 13.6% 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 Tony Thomas, S/o Thomas P.M

Plaintiff's Exhibits:-

A1 10.11.2020 Agreement for Educational loans.

A2 10.11.2020 Agreement for interest subsidy of Educational loans

A3 1.7.2023 Acknowledgment of debt

A4 14.11.2025 Attested copy of Account statement during the period from 10.11.20 to 10.11.25.

Defendant's Witness and Exhibits:- Nil

Sd/-

Munsiff-Magistrate

//True copy//

Munsiff-Magistrate

Fair/Copy of judgment in OS
140/25 dt 30.3.2026

