

IN THE COURT OF THE MUNSIFF'S, PUNALUR  
PRESENT :-Smt. Reshma R.S, Civil Judge (Junior Division).  
Tuesday the 31<sup>st</sup> day of March, 2026/10<sup>th</sup> day of Chaithra, 1948.

**OS 118/2023**

**Between**

**Plaintiff** : Canara Bank, Head Office at 112-J.C Road,  
Bangalore-560002 and having Branch Office at  
Punalur, Punalur Village, Punalur Taluk,  
Kollam District, Kerala State Represented by its  
Chief Manager Reji R.I, aged 40 years, S/o Revikumar,  
residing at Bank Quarters, Karavallur, Punalur,  
Punalur Taluk.  
**(By Adv. Kaippallil G. Harikrishnan)**

**And**

**Defendants** : 1. Mersista D, D/o Devasya M.V, aged 31 years,  
Menacheriyil, Kakkodu P.O, Chenkulam,  
Valacode Village, Punalur Taluk.  
2. Devasya M.V, S/o Varghese, aged 56 years,  
Menacheriyil, Kakkodu P.O, Chenkulam,  
Valacode Village, Punalur Taluk.  
3. Thressiyamma, W/o Devasya M.V, aged 54 years,  
Menacheriyil, Kakkodu P.O, Chenkulam,  
Valacode Village, Punalur Taluk.  
**(Ex-parte)**

This suit is coming on for final hearing before me on 13-03-2026 and stood over for consideration to 31-03-2026 and on the same day the court delivered the following.

**JUDGMENT**

Suit for the realisation of money.

2. **The plaint averments, in brief, are as follows:** The plaintiff is the Canara Bank. The 1<sup>st</sup> defendant is the daughter of the 2<sup>nd</sup> and 3<sup>rd</sup> defendants. The plaintiff through its Punalur Branch had, at the request of

the defendants, granted an Education Loan of Rs. 3,10,000/- (Rupees Three Lakh Ten Thousand only) on 24/12/2014 for which the defendants have executed Education Loan agreement, and other loan related documents required for securing the loan in favour of the bank. As per the agreement for Educational loan, defendants agreed to repay the loan amount at an interest at the rate of 11.20% per annum and such interest is debited quarterly on simple basis till commencement of repayment. Thereafter principal amount together with accumulated simple interest till commencement of repayment will be capitalized and interest on such capitalized amount shall be charged from the date of commencement of repayment at agreed rates on compounded basis at quarterly rests. There shall be repayment holiday for both principal and interest during study period. The repayment shall start one year after the completion of the course. The defendants also agreed to repay the loan amount in 84 equal monthly installments. The interest has been charged at such rates and capitalized at periodical rests as are permitted by and do not run counter to directives of Reserve Bank of India. The present rate of interest is 10.45%. The defendants also agreed that variation in the rate of interest notified in the notice board of the bank premises shall be sufficient notice to him and agreed to pay interest at the rate notified in the notice board of the bank from time to time until all dues are cleared in full. The plaintiff submits that interest rates were notified in the notice board on relevant dates. The

defendants also agreed that in the event of default in payment of anyone installment or in regularizing the account as agreed upon, they shall be liable to pay interest at overdue rate of 2% per annum above the rate of interest charged on the loan amount from the date of default till regularizing the account. As per the agreement, plaintiff is entitled to demand repayment of entire loan amount in a lump sum and forthwith in the event of defendants committing default to pay any one installment of principal or interest on the due dates. The loan was granted on 26/10/2014. As per agreement, the repayment shall commence one year after the completion of the course. The defendants informed that the course has been completed on 30/09/2018. Accordingly, the repayment started on 30/10/2019. From that date onwards the defendants will have to pay the borrowed amount with accumulated interest and future interest in equated monthly installments of 84 months. The 1<sup>st</sup> and 3<sup>rd</sup> defendants acknowledged the outstanding liability in the loan account on 17/09/2022 by executing acknowledgement of debt & security letter and confirmed and acknowledged the outstanding balance as Rs. 4,50,315/- exclusive of interest from 29/07/2022. By this, the defendant also acknowledged that the relevant document, agreements, and obligations shall remain in full force until the liabilities in the account are repaid and the suit is filed within time. It also agreed that an acknowledgement made or given either by the borrower or by the co-obligant shall be binding on both borrowers

and co-obligant jointly, and the suit is within time. Though the defendants availed the loan and executed the above documents in favour of the plaintiff bank, as agreed, they have not repaid the loan amount and interest, and have defaulted on repayment; the account has become a non-performing asset. The defendants failed and neglected to regularize the loan account in accordance with the terms and conditions specified in the loan agreement, despite letters and personal contacts made by the plaintiff. Ultimately, the plaintiff sent an advocate's notice on 09/01/2023 recalling the entire amount, which was received by the defendants. Even after this, the defendants did not repay the balance. Hence, this suit.

3. Even though paper publication was produced against the defendants 1 to 3, they did not appear before the court. Hence, this court ordered to proceed with the case against the defendants 1 to 3 *ex-parte*.

4. From the side of the plaintiff, PW1 was examined, and Exts. A1 to A7 series documents were marked.

5. Heard the learned counsel for the plaintiff and perused the records.

6. In the light of the decision of the Hon'ble Apex Court in **Ramesh Chand Ardawatiya v. Anil Panjwani** reported in (2003) 7 SCC 350, the following points for determination are framed: -

- 1) Is the plaintiff entitled to get a decree as prayed for?
- 2) Relief and costs?

7. **Point Nos. 1 and 2:** - To prove the plaintiff's case, the Branch Manager of the Canara Bank, Punalur branch, was examined as PW1. He filed affidavit in lieu of examination-in-chief, reiterating the plaintiff's averments. He deposed in terms of the averments in the plaint. He was not cross-examined as the defendants chose to remain *ex-parte*. PW1 produced the loan application dated 26/10/2014, which is marked as Ext.A1. The education loan sanction communication dated 24/11/2014 was marked as Ext.A2. The educational loan agreement dated 26/12/2014 is marked as Ext.A3. The acknowledgement of debt and security dated 17/09/2022 is marked as Ext. A4. The certified extract of the statement of accounts in the name of the 1<sup>st</sup> defendant for the period from 01/01/2010 to 03/03/2023 was produced and marked as Ext.A5. PW1 deposed that even after repeated demands, the defendants did not repay the loan amount, and hence, they sent an advocate notice to the defendants demanding the payment. The true copy of the advocate's notice dated 09/01/2023 was produced and marked as Ext. A6. The postal receipts evidencing the issuance of Ext.A6 and the returned envelopes containing Ext. A6 notices were produced and marked as Ext. A7 series.

8. In this case, the evidence adduced from the plaintiff's side is unchallenged. The testimony of PW1 and the supporting documentary evidence prove that Rs. 4,80,774/- (Rupees Four Lakh Eighty Thousand Seven Hundred and Seventy-Four only) is due from the defendants to the

plaintiff. The documents prove the loan transaction and the defendants' liability to repay the unpaid amount. Nothing on the record shows that the defendants have discharged their liability to the plaintiff bank. After analysing the evidence on the record, this court is of the view that the plaintiff is entitled to realise the amount from the defendants. Considering the nature and circumstances of the case, this court is of the view that interest at the rate of 6% per annum will suffice. The general rule is that "costs shall follow the event." I find no reason to deviate from the general rule. Thus, points Nos. 1 and 2 are answered accordingly.

**In the result**, the suit is decreed as follows: -

- 1) The plaintiff is entitled to realise an amount of Rs. 4,80,774/- (Rupees Four Lakh Eighty Thousand Seven Hundred and Seventy-Four only) with interest @ 6 % per annum from the date of the suit till its realisation from the defendants and their assets.
- 2) The plaintiff is entitled to recover the costs of proceedings from the defendants and their assets.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this, the 31<sup>st</sup> day of March 2026)

Sd/-  
Civil Judge (Junior Division)

**Appendix****Witness for the Plaintiff**

PW1            13-03-2026            Joby Thomas, Chief Manager,  
Canara Bank.

**Exhibits for the Plaintiff**

A1            26-10-2014            Loan Application.

A2            24-11-2014            Education Loan Sanction Communication.

A3            26-12-2024            Education Loan Agreement.

A4            17-09-2022            Acknowledgment of debt and security.

A5            -----            Certified extract of statement of accounts  
in the name of 1<sup>st</sup> defendant for the period  
from 01-01-2010 to 03-03-2023.

A6            09-01-2023            True copy of Advocate Notice to the  
defendants demanding the payment.

A7            -----            Postal Receipt evidencing the issuance of  
Exhibit A6.

A7(a)        -----            Postal Receipt evidencing the issuance of  
Exhibit A6.

A7(b)        -----            Postal Receipt evidencing the issuance of  
Exhibit A6.

A7(c)        -----            Returned envelope containing Exhibit A6  
Notice.

Id/-

Civil Judge (Junior Division)

//True Copy//

Typed by        : Reeja Jasmine M.V  
Compared by    :

**CIVIL JUDGE (Junior Division)**