

IN THE COURT OF THE MUNSIFF'S, PUNALUR
PRESENT :-Smt. Reshma R.S, Civil Judge (Junior Division).
Saturday the 4th day of April, 2026/14th day of Chaithra, 1948.

OS 135/2023

Between

Plaintiff : Canara Bank, Head Office at 112, J.C Road,
Bangalore-560002, having Branch Office at Punalur,
Punalur Taluk, Kollam District, Kerala State
represented by Reji R.I, S/o G. Ravikumar,
aged 40 years, Indeevaram, Near Marthoma Church,
Karavaloor, Chief Manager representing the Plaintiff,
Canara Bank, Punalur.
**(By Adv. P.B.J Nair and
Adv. Varghese George Malieakal)**

And

Defendant : Abdul Muneer, S/o Muhammed Kutty, aged 44 years
(Proprietor of Taste of Malabar,
Muscat Complex 10/236 E, Market Road, Punalur)
Muscat House, Kalagumukkil, Tholicode P.O,
Kollam District, Kerala State.
(Ex-parte)

This suit is coming on for final hearing before me on 24-03-2026 and stood over for consideration to 04-04-2026 and on the same day the court delivered the following.

JUDGMENT

The suit for realisation of money.

2. **The plaint averments, in brief, are as follows:** - The plaintiff is the Canara Bank, a body corporate constituted under the Banking (Acquisition and Transfer of Undertakings) Act, 1970. Plaintiff through its Punalur Branch had at the request of the defendant granted an MSME/LUCC Loan

of Rs 3,00,000/- (Rupees Three Lakh only) sanctioned on 16/09/2015 vide loan Account No. 1099255000135 for which the defendant has executed agreement and other loan related documents required for securing the loan in favour of the Bank on 16/09/2015 agreeing to pay the principal amount with interest @ 11.9% per annum. The present rate of interest is 2% above the rate of interest. The defendant has violated the terms and conditions and defaulted the repayment. Earnest efforts were made by the officials of the bank, both in person and through phone calls, to persuade the defendant to repay the outstanding debts. But he did not take any sort of positive response from his end. Finally, a legal notice was issued to the defendant on 20/02/2023 vide Notice No. 28/2023 demanding the repayment of the entire dues. Defendant has returned the notice unaccepted. Despite this, the defendant has not discharged the debts to the Bank or cleared the account to date. The repayment in the account was highly irregular, and as a result, the outstanding liability in the loan account as on 16/02/2023 is Rs. 6,56,695/- (Rupees Six Lakh Fifty Six Thousand Six Hundred and Ninety Five only), along with subsequent interest from 17/02/2023. The defendant is liable to pay the plaint amount with future interest to the plaintiff. The Bank levies interest as per the standing directives of the RBI, and the rate of interest varies from time to time as stipulated in the loan documents. The defendant has undertaken to pay additional interest at such rates as may be fixed by the bank, over and

above the normal rate of interest, in the event of default in payment of the loan amount. The Bank is at liberty to demand and recover the entire amount outstanding with interest, notwithstanding anything contained in the terms of the loan documents executed by the defendant in favour of the plaintiff Bank. The plaintiff Bank is entitled to realise the plaint amount with future interest, and the defendant is liable to pay the said amount along with the cost of the suit. Hence, this suit.

3. Even though summons was served to the defendant, he did not appear before the court. Hence, this court ordered to proceed with the case against the defendant *ex-parte*.

4. From the plaintiff's side, PW1 was examined, and Exts. A1 to A9 documents were marked.

5. Heard the learned counsel for the plaintiff. Perused 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) Whether the plaintiff is entitled to get a decree as prayed for?
- 2) Relief and costs?

7. **Point Nos.1 and 2:** - The learned counsel for the plaintiff argued that the plaintiff is entitled to get the decree as prayed for. The Hon'ble Apex Court in **Ramesh Chand Ardawatiya's case** (*Supra*) held that; *“Even if the suit proceeds ex-parte and in the absence of a written statement, unless the applicability of Order VIII, Rule 10 of the C.P.C. is attracted and the Court acts thereunder, the necessity of proof by the plaintiff of his case to the satisfaction of the Court cannot be dispensed with.”* It was further held that *“Yet the trial court would scrutinize the available pleadings and documents, consider the evidence adduced, and would do well to frame the 'points for determination' and proceed to construct the ex-parte judgment dealing with the points at issue one by one. Merely because the defendant is absent, the Court shall not admit evidence the admissibility whereof is excluded by law nor permit its decision being influenced by irrelevant or inadmissible evidence.”*

8. The Hon'ble High Court of Kerala in **T. Sheeja v. C.P. Balakrishnan** reported in **2018 (4) KLJ 395** held that; *“even in a case where the defendant is set ex-parte, the judgment shall reflect the facts of the case and the controversy involved and tried to be settled by the court.”*

9. Bearing in mind the above decisions, I had gone through the evidence on record. PW1, the present Chief Manager of the Canara Bank, Punalur branch, filed affidavit in lieu of examination-in-chief, reiterating

the plaintiff averments. PW1 produced the loan application dated 16/09/2015, which is marked as Ext.A1. The sanction memorandum dated 16/09/2015 is marked as Ext. A2. The loan agreement dated 16/09/2015 is marked as Ext. A3. The guarantee agreement dated 16/09/2015 is marked as Ext. A4. The acknowledgement of debt and security dated 23/11/2020 is marked as Ext. A5. PW1 deposed that even after repeated demands, the defendant did not repay the borrowed amount, and hence, the plaintiff sent an advocate notice to the defendant demanding the payment of the loan amount. The copy of the said advocate's notice, dated 20/02/2023, was produced and marked as Ext. A6. The postal receipt evidencing the issuance of Ext.A6 was produced before the court and marked as Ext.A7. The returned envelope containing Ext. A6 lawyer's notice, was produced and marked as Ext. A8. The certified copy of the statement of accounts in the name of the defendant for the period from 01/01/2023 to 31/12/2023 was produced and marked as Ext. A9.

10. In this case, the evidence adduced from the side of the plaintiff is unchallenged. The oral and documentary evidence of PW1 proves that an amount of Rs. 6,56,695/- (Rupees Six Lakh Fifty Six Thousand Six Hundred and Ninety Five only) is due from the defendant. There is nothing on record to show that the defendant has discharged his liability to the plaintiff. On consideration of the evidence on record, it can only be

concluded that the plaintiff is entitled to get a decree as prayed for. However, considering the nature of the case, this court is of the view that imposing penal interest would not be proper, and an interest rate of 6% would suffice. The general rule is that “costs shall follow the event.” I do not find any reason to deviate from the general rule. Thus, all the points are answered accordingly.

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

- (a) The plaintiff is entitled to realise an amount of Rs. 6,56,695/- (Rupees Six Lakh Fifty Six Thousand Six Hundred and Ninety Five only) with interest @ 6 % per annum by way of a term loan from the date of the suit till its realisation from the defendant and his assets.
- (b) The plaintiff is entitled to recover the costs of proceedings from the defendant and his assets.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 4th day of April 2026)

Sd/-
Civil Judge (Junior Division)

Appendix

Witness for the Plaintiff

PW1	24-03-2026	Joby Thomas, Chief Manager, Canara Bank.
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Exhibits for the Plaintiff

A1	16-09-2015	Loan Application.
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A2	16-09-2015	Sanction Memorandum.
A3	16-09-2015	Loan Agreement.
A4	16-09-2015	Guarantee Agreement.
A5	23-11-2020	Acknowledgment of debt and security.
A6	20-02-2023	Copy of Advocate Notice to the defendant demanding the payment of loan amount.
A7	20-02-2023	Postal Receipt evidencing the issuance of Exhibit A6.
A8	-----	The returned envelope containing Exhibit A6.
A9	-----	The certified copy of statement of accounts in the name of defendant for the period from 01-01-2023 to 31-12-2023.

Id/-

Civil Judge (Junior Division)

//True Copy//

Typed by : Reeja Jasmine M.V

Compared by :

CIVIL JUDGE (Junior Division)