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 244/2023**

**Between**

**Plaintiff** : Canara Bank, Head Office at 112-J.C Road, Bangalore-560002, and having Branch Office at Punalur, Punalur Taluk, Kollam District, Kerala State represented by Ashok Kumar K, S/o Late K. Rama Rao, aged 52 years, Kaleelazhikathu Veedu, Vettippuzha, Near Krishna Temple, Punalur, Chief Manager representing the Plaintiff, Canara Bank, Punalur.
**(By Adv. P.B.J Nair and**
**Adv. Varghese George Malieakal)**

**And**

**Defendants** :

1. Smt. Priyanka, D/o Anil Kumar, aged 39 years, residing at Ashoka Bhavanam, Anapettakongal P.O, Edamon, Kollam District, Kerala State.
2. Smt. Lali Asokan, W/o Asokan, aged 50 years, residing at Ashoka Bhavanam, Anapettakongal P.O, Edamon, Kollam District, Kerala State.
3. Smt. Bindhu, W/o Siju, aged 42 years, residing at Siju Bhavan, Anapettakongal P.O, Edamon, Kollam District, Kerala State.
4. Smt. Ambika, W/o Prabhakaran, aged 45 years, residing at Mangalathu Veedu, Anapettakongal, Edamon P.O, Kollam District, Kerala State.
(Proprietors of Anugraha JLG, Anapettakongal, Edamon)
**(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 defendants granted a loan of Rs.2,00,000/- (Rupees Two Lakh only) vide loan Account No. 1099812000030 for which the defendants have executed agreement and other loan related documents required for securing the loan in favour of the Bank on 30/04/2018 agreeing to pay the principal amount with interest @ 11.5% per annum. The present rate of interest is 2% above the rate of interest. The defendants have violated the terms and conditions and defaulted the repayment. Earnest efforts were made by the officials of the bank both in person as well as through phones to persuade the defendants for repayment of the outstanding debts. But she did not take any sort of positive response from her end. Finally legal notice was issued to the defendants on 20/04/2023 vide Notice No. 57/2023 demanding the repayment of the entire dues. The defendants 1 to 3 have acknowledged the receipt of the notice and the 4th defendant has returned the notice. In spite of this, the defendants have not discharged the debts to the Bank and cleared the account till date. The repayment in the account was highly irregular and as a result the

outstanding liability in the loan account as on 17/04/2023 is Rs. 2,88,673/- (Rupees Two Lakh Eighty Eight Thousand Six Hundred and Seventy Three only) and subsequent interest from 18/04/2023. The defendants are liable to pay the plaint amount with future interest to the plaintiff. The Bank levies interest as per 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 case of default of the 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 loan documents executed by the defendants in favour of the plaintiff Bank. The plaintiff Bank is entitled to realise the plaint amount with future interest and the defendants are liable to pay the said amount along with cost of the suit. Hence, this suit.

3. Even though summons was served to the defendants 1 to 4, they did not appear before the court. Hence, this court ordered to proceed with the case against the defendants 1 to 4 *ex-parte*.

4. From the plaintiff's side, PW1 was examined, and Exts. A1 to A10 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. **<u>Point Nos. 1 and 2:</u>** - 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 plaint averments. PW1 produced the loan application dated 30/04/2018, which is marked as Ext.A1. The sanction memorandum dated 30/04/2018 is marked as Ext. A2. The articles of agreement for financing self help groups dated 30/04/2018 is marked as Ext. A3. The inter-se agreement dated 30/04/2018 is marked as Ext. A4. The acknowledgment of debt and security dated 24/02/2021 is marked as Ext. A5. PW1 deposed that even after repeated demands, the defendants did not repay the borrowed amount, and hence, the plaintiff sent an advocate notice to the defendants demanding the payment of the loan amount. The copy of the said advocate's notice, dated 20/04/2023, was produced and marked as Ext. A6. The postal receipts evidencing the issuance of Ext.A6 lawyers notice were produced before the court, and the same were marked as Ext.A7 series. The postal acknowledgment cards evidencing the acceptance of Ext.A6 lawyers notice by the defendants 1 to 3 were

produced before the court, and the same were marked as Ext. A8 series. The returned envelope containing Ext. A6 lawyers notice sent to the 4th defendant, was produced and marked as Ext. A9. The certified copy of statement of accounts in the name of Anugraha JLG for the period from 30/04/2018 to 17/04/2023 was produced and marked as Ext. A10.

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. 2,88,673/- (Rupees Two Lakh Eighty Eight Thousand Six Hundred and Seventy Three only) is due from the defendants. There is nothing on record to show that the defendants have discharged their 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. 2,88,673/- (Rupees Two Lakh Eighty Eight Thousand Six Hundred and Seventy Three only) with interest @ 6 % per annum by way of a term loan from the date of the suit till its realisation from the defendants and their assets.

(b) 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 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. |

**Exhibits for the Plaintiff**

| | | |
|---|---|---|
| A1 | 30-04-2018 | Loan Application. |
| A2 | 30-04-2018 | Sanction Memorandum. |
| A3 | 30-04-2018 | The articles of agreement for financing self help groups. |
| A4 | 30-04-2018 | The inter-se agreement. |
| A5 | 24-02-2021 | The acknowledgment of debt and security. |
| A6 | 20-04-2023 | The copy of Advocate Notice to the defendant demanding the payment of the loan amount. |
| A7 | 20-04-2023 | Postal receipt evidencing the issuance of Exhibit A6. |
| A7(a) | 20-04-2023 | Postal receipt evidencing the issuance of Exhibit A6. |
| A7(b) | 20-04-2023 | Postal receipt evidencing the issuance of Exhibit A6. |

| | | |
|---|---|---|
| A7(c) | 20-04-2023 | Postal receipt evidencing the issuance of Exhibit A6. |
| A8 | ------- | Postal acknowledgment Card evidencing the acceptance of Exhibit A6. |
| A8(a) | ------- | Postal acknowledgment Card evidencing the acceptance of Exhibit A6. |
| A8(b) | ------- | Postal acknowledgment Card evidencing the acceptance of Exhibit A6. |
| A9 | ------- | The returned envelope containing Exhibit A6. |
| A10 | ------- | Certified copy of statement of accounts in the name of Anugraha JLG for the period from 30-04-2018 to 17-04-2023. |

Id/-
Civil Judge (Junior Division)

//True Copy//

Typed by : Reeja Jasmine M.V
Compared by :

**CIVIL JUDGE (Junior Division)**