

IN THE COURT OF THE MUNSIFF, KOTTARAKARA.
Present :- Sri. Fazil Rahiman, Civil Judge (Junior Division).
Tuesday the 24th day of March, 2026/ 3rd day of Chaithra, 1948.

OS. No. 250/2019

Between

Plaintiff:-

The Federal Bank Ltd,
registered office at Aluva,
Ernakulam District, Kerala,
Branch at Kottarakara,
represented by the Deputy Vice President
and Branch Head, Kottarakara Branch.

By Adv. Tom Jacob, Adv. Feba.B.Panicker
and Adv. Kalyani

And

Defendants:-

1. Arnold Bibin Biju, S/o Biju Joseph,
Nirappuvila North House,
Kalappila, Odanavattom P.O,
Kottarakara Taluk, Kollam District.
2. Biju Joseph, S/o M.C. Joseph,
Nirappuvila North House,
Kalappila, Odanavattom P.O,
Kottarakara Taluk, Kollam District.

This suit is filed U/s.26 and Order VII Rule 1 of CPC 1908, for realization of money, coming on for hearing before me on 24.03.2026 and the court on the same day delivered the following:-

JUDGMENT

The suit is for realization of money.

2. The plaint averments in nutshell is that:- The 1st defendant is the son of the 2nd defendant. At the request of the 1st defendant the plaintiff bank granted a Federal Vidya loan to the tune of Rs.4,00,000/- for the purpose of BE Degree

Education in Chandy College of Engineering, Chandy Nagar, Mullakkadu, Tuticorn, Tamil Nadu. The 2nd defendant is the co-obligant. The sanctioned loan amount was started to avail by the defendants on 25.11.2011 from the Federal Bank, Kottarakara branch after executing demand promissory note, security delivery letter and agreement for the loan promising to repay the amount together with interest at the rate of 17.25% per annum with monthly rests without any default. As per the terms of the agreement the loan amount with interest and other charges are to be repaid in 84 equal monthly installments. The defendants have jointly executed the balance confirmation letter on 24.03.2017 and 19.07.2014 admitting and acknowledging the balance outstanding in the loan account. As per the account kept by the plaintiff bank in the name of the 1st defendant, a sum of Rs.5,27,282.31/- is due to the bank as on 20.05.2019. In spite of repeated demands made by the plaintiff bank, the defendants did not settle the amount by remitting the amount due in the account and hence the Bank has constrained to issue a legal demand notice to the defendants on 22.02.2019. Hence this suit.

3. Though steps were completed against the defendants, the defendants did not enter appearance before the court. Thereafter the case was proceeded ex parte against the defendants. The case proceeded with the evidence of the plaintiff then.

4. The evidence of the plaintiff consists of the evidence of PW1 and Exts.A1 to A8 were marked. The Manager of plaintiff's bank is examined as PW1. Ext.A1 is the demand promissory note dated 25.11.2011, Ext.A2 is the security delivery letter, Ext.A3 is the agreement, Ext.A4 is the original balance confirmation letter dated 24.03.2017, Ext.A5 is the original balance confirmation letter dated 19.07.2014,

Ext.A6 is the certified copy of account No.1037200003995, Ext.A7 is the copy of legal notice dated 22.02.2019 and Ext.A8 is the postal receipt (2 in Nos.)

5. PW1 specified that though the defendants availed a loan from the plaintiff bank on 25.11.2011 and defaulted the repayment. An amount of Rs.5,27,283.31/- (Rupees Five Lakhs Twenty Seven Thousand Two Hundred and Eighty Three and thirty One paisa only) is due from the defendants to the plaintiff bank in the loan transaction. In spite of the repeated request and demands of the officers of the plaintiff bank, defendants are evading from regularizing the loan amount by remitting the installments already in arrears under one pretext or other. On 22.02.2019 the plaintiff bank send a lawyer's notice to the defendants. But no response. Now the balance outstanding in the loan account is Rs.5,27,283.31/- (Rupees Five Lakhs Twenty Seven Thousand Two Hundred and Eighty Three and thirty One paisa only). The evidence of plaintiff remains unchallenged. In the absence of contra evidence on the side of the defendants and considering the uncontroverted testimony of PW1 and based on Exts.A1 to A8, this court is of the considered opinion that the plaintiff is entitled to get a decree allowing the plaintiff recover an amount of Rs.5,27,283.31 (Rupees Five Lakhs Twenty Seven Thousand Two Hundred and Eighty Three and thirty One paisa only) together with interest at the rate of 6% per annum from the date of the suit till realization from the defendants and from their assets, since the transaction is not a commercial one.

6. In the result, the suit is decreed with costs as follows:-

1. The plaintiff is allowed to realize an amount of Rs.5,27,283.31/- (Rupees Five Lakhs Twenty Seven Thousand Two Hundred and

Eighty Three and thirty One paisa only) together with interest at the rate of 6% per annum from the date of the suit till realization from the defendants and from their assets.

2. The plaintiff is allowed to realise the costs of the suit from the defendants and from their assets.

Dictated to the Confdl. Asst., transcribed and typed by her, corrected and pronounced by me in open court on this the 24th day of March, 2026.

Sd/-
Fazil Rahiman
Civil Judge (Junior Division)

APPENDIX:-

Exhibits marked for the Plaintiff:-

A1:	25.11.2011:	Demand promissory note.
A2:	25.11.2011:	Security delivery letter.
A3:	25.11.2011:	Agreement.
A4:	24.03.2017:	Original balance confirmation letter.
A5:	19.07.2014:	Original balance confirmation letter.
A6:	20.05.2019:	Certified copy of account No.1037200003995.
A7:	22.02.2019:	Copy of legal notice.
A8:	22.02.2019:	Postal Receipt (2).

Exhibits marked for the Defendants:- NIL

Court Exhibits:-NIL

Witness examined for the plaintiffs:-

PW1: 24.03.2026: Bobby Thomas.

Witness examined for the Defendants:- NIL

Id/-
Civil Judge (Junior Division)

// True Copy //

Typed by : Gokul S
Compared by :

Civil Judge (Junior Division)