

IN THE COURT OF THE MUNSIFF-MAGISTRATE, SASTHAMCOTTA.

Present :Dr. Amritha. T. L.L.M Munsiff.
Wednesday the 10th day of October , 2018
18th day of Aswinam, 1940

O.S. No. 143/2015

Between

Plaintiffs

1. Thankachan. V. Samuval,
S/o. Samuval,
Leethash,
Manakkara Muri,
Sasthamcotta Village,
Kunnathoor Taluk.
2. Rajamma Leelu,
W/o. Thankachan,
-do-

(By Adv. Dominic Basil)

And

Defendant

1. Basheer,
S/o. Kochukunju,
Thelukutty Kizhakathil Veedu,
Kambaladi Muri,
Poruvazhy Village,
Kunnathoor Taluk.

Defendant set exparte

This suit is coming for hearing before me on 10/10/2018 and on the same day the court delivered the following :-

JUDGEMENT

- 1) The suit is filed for realisation of money.
- 2) The averments in the plaint run as follows:-

A sale agreement was executed between plaintiffs and defendant on 14/08/14 for the sale of property comprised in resurvey No. 75/3 and 75/9 for Rs. 70,00,000/- . It was agreed that when 80 cents of property was sold to defendants Rs. 50,00,000/- would be given to plaintiffs. On 04/09/14 the defendant gave Rs. 45,00,000/- to plaintiff and from the balance Rs. 5,00,000/- a cheque No. 025806 of Federal Bank, Bharanikkavu branch dated 22/08/14 was given to plaintiff. On 04/09/14 itself for the remaining 60 cents of property an agreement was executed and it was agreed to give Rs. 20,00,000/- before registration for 60 cents. On the very same day advance of Rs. 1,00,000/- was handed over in favour of plaintiff by the defendant as cheque No. 025805 of Federal bank, Bharanikkavu branch. However in contrary to the agreement the defendant failed to give full sale consideration for 60 cents of property. Though the cheque bearing No. 025805 which was issued as a compensation by defendant for not purchasing 60 cents of property when presented for collection, dishonoured due to fund insufficient. Though an advocate notice was issued to defendants, they failed to pay the debt amount. Hence this suit is filed.

- 3) Following issues are framed by my learned predecessor:-

Issue No. i: Whether the plaintiff is entitled to get any relief as prayed for ?

Issue No. ii: Relief and costs ?

- 4) Plaintiff executed power of attorney in favour of PW1. Exts. A1 to A8 marked.
- 5) **Point No. i:** Ext. A1 is the power of attorney, A2 is the sale agreement dated 18/08/14, A3 is the sale agreement dated 04/09/14, A4 is the cheque bearing No. 025805 for Rs. 10,00,000/-, A5 is the dishonour memo, A6 is the postal receipt, A7 is the advocate notice, A8 is the acknowledgement card. The contention of the plaintiff regarding an execution of sale agreement and execution of cheque are prima facie proved through Exts. A1 to A8. *As per Sec. 11(2) of Civil Code Act 1957 of Kerala the jurisdiction of a Munsiff's Court exceeds to all like suits and proceedings not otherwise exempted from its cognizance of which the amount or value of the subject matter does not exceed 10,00,000/- rupees.* Therefore the section makes it ample clear that the jurisdiction of Munsiff's Court extends only up to 10,00,000/- rupees. But here in this plaint, including Court fees, cheque amount of Rs.10,00,000/- and interest upon Rs. 10,00,000/- as claimed exceeds the prescribed limit. The total value of subject matter of suit exceeds the limit of Munsiff Court. It is not just Rs. 10,00,000/- plaintiff claims but the interest accure upon it before filing of suit also. Therefore this Court has no jurisdiction to entertain the suit, hence the same is dismissed.
- 5) In the result, suit is dismissed.

(Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court, this the 10th day of October 2018.)

Sd/-

Dr. AMRITHA. T,
MUNSIFF

APPENDIX

Exhibits for the Plaintiff

A1	13/03/2018	The power of attorney executed by the plaintiffs
A2	18/08/2014	The sale agreement between the plaintiffs and defendant
A3	04/09/2014	The sale agreement between the plaintiff and defendant
A4	19/08/2014	The cheque bearing No. 025805 for Rs. 10,00,000/- issued from the Federal bank Ltd, Bharanikavu
A5	03/11/2014	The dishonour memo
A6		The postal receipt
A7	02/12/2014	The Advocate notice sent to defendant
A8	05/06/2015	The acknowledgement card

Witness for the Plaintiff

PW1 26/09/2018 Alexander

Id/-
MUNSIFF

//True copy//

MUNSIFF

Typed by : Hareesh. P
Com pd by :