

IN THE COURT OF THE MUNSIFF OF TALIPARAMBA

Present: Smt.Athulya.A, Munsiff
Monday, the 06th day of April, 2026
(16th Chaithra, 1948)

ORIGINAL SUIT NO.371 OF 2022

Canara Bank, Nellikutty Branch, (Erstwhile
Syndicate Bank), represented by its Branch
Manager, Canara Bank, Nellikutty Branch,
Nellikutty P.O., Eruvessy amsom desom,
Taliparamba Taluk, Kannur District- 670632.] Plaintiff

Vs.

1. Benny Augustine, Aged 54, S/o.P.K.Augustine]
2. Seline V Joseph, Aged 52 years, W/o.Benny] Defendants
Augustine.]
Both are residing at Puthiyedathuparambil House,]
Pooparamba P.O., Eruvessy amsom desom,]
Taliparamba Taluk, Kannur District- 670632.]

This Suit coming on this day for hearing before me in the presence of Biju K Joseph, Advocate for the plaintiff; of K.D.Martin, Advocate for defendants; Defendants name called absent and set exparte and the Court delivered the following:

J U D G M E N T

The suit is for the realization of money.

2. Plaintiff averments, in brief, are as follows:- Canara Bank, Nellikutty branch, represented by its Manager is the plaintiff in this case. The 1st defendant availed an agricultural loan of ₹2,00,000/- from the plaintiff by

executing a loan agreement. The 2nd defendant stood as surety for the same and executed a guarantee agreement also. The defendant No.1 acknowledged the debt on 10.05.2020. However, the defendants failed to repay the amount as agreed, which led to the plaintiff issuing a registered lawyer's notice to them on 10.02.2022. As per the ledger extract maintained by the bank, the defendants are liable to pay an amount of ₹3,01,620.92/- as on 31.03.2022, leading to this suit.

3. Despite making appearance by defendants, they did not file any written statement and the suit was posted for evidence. Since the defendants not turned up for adducing evidence, the suit has proceeded ex parte against them.

4. The Manager of the plaintiff bank was examined as PW1 and Exts.A1 to A5, A5(a), A6, A6(a) and A7 were marked.

5. Heard.

6. PW1 filed an affidavit in lieu of examination in chief by reiterating the contentions in the plaint. Ext.A1 is the agreement executed by the 1st defendant, which would show that the defendant availed an amount of ₹2,00,000/- from the plaintiff and Ext.A2 is the guarantee agreement executed by the 2nd defendant in favour of the plaintiff. Ext.A3 is the acknowledgment of the debt by the 1st defendant which would give a fresh period of limitation to the plaintiff to sue. Ext.A4 is the office copy of the lawyer notice dated 10.02.2022 issued by the plaintiff in favour of the defendants. Ext.A7 is the computerised statement of account maintained by the plaintiff which reflects an amount of ₹3,01,620.92/- is due to the plaintiff as on 31.03.2022,. The oral testimony of PW1 together with the documentary evidence would prove the case of the plaintiff. Hence, the plaintiff is entitled to get a decree as prayed for.

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

The defendants are directed to pay an amount of ₹3,01,620/- (Rupees

Three lakhs one thousand six hundred and twenty only) together with interest @ 9% per annum from the date of the suit till its realisation and costs to the plaintiff.

(Dictated to the Confidential Assistant transcribed and typed by her, corrected and pronounced by me in open court this the 6th day of April, 2026)

Sd/-
MUNSIFF

Plaintiff's Exhibits:-

A1	23.07.2018	:	Agreement for Agricultural Advances
A2	23.07.2018	:	Deed of guarantee for agricultural advances
A3	10.05.2020	:	Acknowledgment of debt and security
A4	10.02.2022	:	True copy of lawyer notice
A5	10.02.2022	:	Postal receipt
A5(a)	10.02.2022	:	Postal receipt
A6	15.02.2022	:	Postal acknowledgment card
A6(a)	15.02.2022	:	Postal acknowledgment card
A7	17.05.2022	:	Computerised Statement of Account maintained by plaintiff for the period from 23.07.2018 to 17.05.2022

Plaintiff's Witness:-

PW1 : Ajith, Manager, Canara Bank

Defendants' Exhibits and Witness : Nil

Sd/-
MUNSIFF