

IN THE COURT OF THE MUNSIFF OF TALIPARAMBA

Present: Smt.Athulya.A, Munsiff
Wednesday, the 12th day of March, 2026
(21st Phalguna, 1947)

ORIGINAL SUIT NO.407 OF 2023

Kerala Gramin Bank, Payangadi branch represented]
by its Manager and Principal Officer.] Plaintiff

Vs.

1. Anoop. P., Aged 30 years, S/o.Premkumar.P.,]
Panayan House, Vannanthadam, Payangadi P.O.,]
Madayi Village, Payyannur Taluk, Kannur District.]
2. Premkumar P., Aged 62 years, S/o.Kunhiraman K.,]
Panayan House, Vannanthadam, Payangadi P.O.,]
Madayi P.O., Madayi Village, Payyannur Taluk,]
Kannur District.] Defendants
3. Priyesh. P, Aged 43 years, S/o.Kunhiraman K.,]
Shanthi Nivas, Ettammal, P.O.Madayi, Madayi]
Village, Payyannur Taluk, Kannur District.]

This Suit coming on this day for hearing before me in the presence of S/Sri.E.K.Ramakrishnan and Akshay. R, Advocates for the plaintiff; Defendants' name called absent and set exparte and Court delivered the following:

J U D G M E N T

The suit is for the realization of money.

2. Plaint averments, in brief, are as follows:- The Kerala Gramin Bank, Pazhayangadi branch represented by its Manager is the plaintiff in this case. The defendants 1 and 2 availed an education loan of ₹1,34,000/- from the plaintiff by executing an agreement and 3rd defendant stood as surety and by executing a guarantee agreement. As per the terms of the agreement, the loan amount has to be repaid in 84 equal monthly installments. The defendants 1

and 2 acknowledged the debt separately in writing in favour of the plaintiff on 27.11.2017 & 25.09.2020. However, the defendants failed to repay the amount as agreed, which led to the plaintiff issuing a lawyer's notice to them on 16.02.2023. Now the defendants are liable to pay an amount of ₹1,36,170/- with interest, leading to this suit.

3. Since summons to the defendants 1 and 2 were not practicable in the ordinary process, substituted service was ordered and effected and the summons deemed served, called absent and the suit against them is proceeded exparte.

4. Despite receipt of summons by the defendants, they remained absent and the suit has proceeded exparte against them.

5. The Manager of the plaintiff bank was examined as PW1 and Ext.A1 to A9 were marked.

6. Heard.

7. 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 defendants 1 and 2 and Ext.A2 is the guarantee agreement executed by the 3rd defendant in favour of the plaintiff. Ext.A3 is the receipt executed by the defendants 1 and 2 in favour of the plaintiff. Exts.A4 to A7 are the acknowledgment of the debt by the defendants 1 and 2 which would give a fresh period of limitation to the plaintiff to sue. Ext.A8 is the office copy of the lawyer's notice issued by the plaintiff in favour of the defendants. Ext.A9 is the computerised statement of account maintained by the plaintiff which would reflect an amount of ₹1,36,169.98/- is due to the plaintiff as of 23.05.2023. The oral testimony of PW1 together with the documentary evidence would prove the case of the plaintiff. Hence, the plaint claim stands proved and 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 ₹1,40,165/- (Rupees One lakh forty thousand one hundred and sixty five only) together with interest @ 6% per annum from the date of the suit till its realisation and costs.

(Dictated to the Confidential Assistant transcribed and typed by her, corrected and pronounced by me in open court this the 12th day of March, 2026)

Sd/-
MUNSIFF.

Plaintiffs' Exhibits:-

A1	23.07.2013	Loan Agreement
A2	23.07.2013	Guarantee Agreement
A3	23.07.2013	Stamped receipt
A4	27.11.2017	Acknowledgment of Debt
A5	27.11.2017	Acknowledgment of Debt
A6	25.09.2020	Acknowledgment of Debt
A7	25.09.2020	Acknowledgment of Debt
A8	16.02.2023	Copy of lawyer notice
A9	19.06.2023	Statement of Account maintained by plaintiff for the period from 04.07.14 to 18.06.23

Plaintiffs' Witness:-

PW1 : Jisha V.V.

Defendants' Exhibits and Witness : Nil

Sd/-
MUNSIFF.