

IN THE COURT OF THE MUNSIFF OF TALIPARAMBA

Present: Sri. Ashique Shajahan, Munsiff
Monday, the 31st day of January, 2022
(11th day of Magha, 1943)

ORIGINAL SUIT No. 477 OF 2020

Kerala Gramin Bank, Head Office at Malappuram,)
Kudiyannamala Branch, represented by its Manager.) Plaintiff

Vs.

- 1 Renju Ramachandran, aged 25 years,)
S/o Ramachandran, Thenthodiyil House,)
Arangu.P.O. , Taliparamba, Kannur, Pin – 670582.)
- 2 Ramachandran, aged 53 years, S/o Shankunni,) Defendants
Thenthodiyil House, Arangu.P.O. , Taliparamba,)
Kannur, Pin – 670582.)
- 3 Mahila Mani, aged 41 years, W/o Ramachandran,)
Thenthodiyil House, Arangu.P.O. , Kannur,)
Pin – 670582.)

This Suit coming on this day for hearing before me in the presence of Sri. T.P.Ramachandran, Advocate for the plaintiff; defendants are being called absent, set exparte and the Court delivered the following:

J U D G M E N T

The suit for realization of money.

2. The plaint averments briefly are as follows:- Plaintiff is a bank. The 1st defendant availed an education loan of Rs.4,00,000/- from

the plaintiff. The 2nd and 3rd defendants stood as sureties for the said loan. As per the terms of the agreement, the loan amount and interest should be repaid in 114 equal monthly installments after the completion of the course. The defendants defaulted the payment. The plaintiff issued a lawyer's notice to the defendants on 02.11.2020. Despite receipt of the same, the defendants did not clear the dues. An amount of Rs.6,07,710/- is outstanding from the defendants as on 07.12.2020. Hence the suit is for realization of the said sum with interest and costs.

3. The defendants did not enter appearance after the service of summons. Hence the suit has proceeded ex parte against them.

4. The manager of the plaintiff bank filed an affidavit in lieu of examination in chief and was examined as PW1. Exts. A1 to A3 are marked.

5. Heard.

6. As the defendants are absent, the evidence of PW1 and Exts. A1 to A3 remained unchallenged. This would establish the case of the plaintiff. Hence the plaintiff is entitled to obtain a decree as prayed for.

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

Defendants do pay to the plaintiff a sum of Rs.6,10,655/-(Rupees six lakhs ten thousand six hundred and fifty five only) with interest at 9% per annum from the date of the suit till the date of the decree and thereafter @ 6% 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 31st January 2022.)

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Plaintiff's Exhibits:-

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|----|------------|---|
| A1 | 07-12-2013 | General Agreement executed by Renju Ramachandran, Ramachandran and Mahila Mani in favour of the North Malabar Gramin Bank, Kudiyanmala. |
| A2 | 02-11-2020 | Copy of Lawyer notice issued by T.P.Ramachandran, Advocate to Renju Ramachandran, Ramachandran and Mahila Mani. |
| A3 | 07-12-2020 | Statement of account of Renju Ramachandran in the Kerala Gramin Bank, Kudiyanmala. |

Plaintiff's Witness:-

PW1 : Savita

Defendant's Exhibits & Witness :- NIL

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rcr/-

Fair/Spare Copy of Judgment in
O. S. 477/2020 dated 31-01-2022