

**IN THE COURT OF THE MUNSIFF OF PAYYANNUR**

Present: Sri.Mohammed Ali Shahshad, Munsiff, Payyanur

Monday, the 9<sup>th</sup> day of January, 2023  
19<sup>th</sup> day of Pousha, 1944.

**ORIGINAL SUIT No.130 OF 2018**

|                                                |   |           |
|------------------------------------------------|---|-----------|
| Periyadan Prabhakaran Nambiar,                 | ] |           |
| S/o.Govindan Nambiar, Aged 64 years, Business, | ] |           |
| Vellora Amsom, Kakkara Desom, Payyanur Taluk,  | ] | Plaintiff |
| Kannur District.                               | ] |           |
|                                                | ] |           |

**Vs.**

|                                             |   |           |
|---------------------------------------------|---|-----------|
| Lalitha.T, D/o.T.Narayanan, Aged 62 years,  | ] |           |
| No Occupation, T.K.House, Nelliyaadukka,    | ] | Defendant |
| Panayal P.O, Via Bekal, Kasaragod District. | ] |           |

This suit is coming on the 5<sup>th</sup> day of January 2023 for hearing before me in the presence of S/Sri.K.Premkumar, K.P.Santhosh Kumar and V.K.Raveendran Advocates for the Plaintiff; and of Sri.P.Prabhakaran, Advocate for the defendant; Defendant remained absent, name called set exparte; and having stood over to this day for consideration and the Court delivered the following:

**J U D G M E N T**

The suit is filed for recovery of money .

2.     **The averments in the plaint in brief are as follows:-**

Plaintiff and defendant are family friends. In September 2016, defendant approached the plaintiff and borrowed ₹13,00,000/- and

promised to pay back ₹1,00,000/- before 09.10.2016 and ₹1,00,000/- before 09.11.2016 and balance amount of ₹11,00,000/- before 09.12.2016. Therefore an agreement was executed and signed by both parties before a Notary Advocate at Payyanur. The agreement was not registered. The defendant handed over the agreement and the original documents of the 33.5 cents in Resurvey No. 260/4 to the plaintiff. On 14.12.2016 defendant repaid ₹1,20,000/- and the amount was noted in the agreement. Thereafter, the defendant's son sent a demand draft for an amount of ₹5,00,000/- to the said loan. However, defendant has not pay back the balance loan amount. The plaintiff caused to sent a lawyer notice on 15.12.2016 calling upon the defendant to repay the amount. The defendant has not paid the loan amount. Hence the suit.

3. Plaintiff himself was present and he was examined as PW1. He filed proof affidavit in lieu of the chief examination in tune with the plaint averments. He has produced Ext.A1 to A8 to support his case. Ext.A1 to A8 were marked. Defendant entered into appearance. However, he remained absent when the case was posted for evidence and therefore she is set ex-parte.

4. Plaint claim stands proved by the affidavit filed by the plaintiff and through Exts.A1 to A8. Ext.A1 is the agreement between

the plaintiff and the defendant, Ext.A2 is the jenm deed dated 22.09.1999, Ext.A3 is the tax receipt dated 11.09.2015, Ext.A4 is the building tax receipt, Ext.A5 is the jenm deed dated 27.06.1998, Ext.A6 is the lawyer notice dated 30.01.2018, Ext.A7 is the postal receipt, Ext.A8 is the acknowledgement card. The oral evidence of PW1 and the documents produced by him remain unchallenged. As such, I find that the plaintiff has established its case and is entitled to a decree as prayed for.

**In the result,** the suit is decreed with cost of the plaintiff as follows:- Defendant is directed to pay ₹8,16,000/- (Rupees Eight lakhs sixteen thousand only) to the plaintiff with 6% interest from the date of the suit till the date of realisation within two months from today.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court, this the 9<sup>th</sup> day of January 2023).

MUNSIFF

**Plaintiff's Exhibits:-**

|    |            |                       |
|----|------------|-----------------------|
| A1 | 09-09-2016 | Agreement             |
| A2 | 22-09-1999 | Jenm Deed             |
| A3 | 11-09-2015 | Tax Receipt           |
| A4 | 10-07-2015 | Building Tax Receipt. |
| A5 | 27-06-1998 | Jenm Deed.            |
| A6 | 30-01-2018 | Lawyer Notice.        |

|    |     |                      |
|----|-----|----------------------|
| A7 | --- | Postal Receipt.      |
| A8 | --- | Acknowledgment Card. |

**Plaintiff's Witness:-**

|     |               |
|-----|---------------|
| PW1 | Prabhakaran.P |
|-----|---------------|

**Defendants' Exhibit and Witness :-** Nil

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