

**IN THE COURT OF THE MUNSIFF OF KUTHUPARAMBA**

Present:- Smt. Athira Nair, Munsiff.

Friday, the 13<sup>th</sup> day of March, 2026/ 22<sup>nd</sup> Phalguna, 1947.

**ORIGINAL SUIT No.124 OF 2025**

Kerala Gramin Bank, Head office at Malappuram, Kelakam Branch represented by its Manager, P.O. Kelakam, Kelakam amsom desom, Iritty Taluk, 670674.		] ] ] ]	Plaintiff.
Vs.			
Sunandini JLG Santhigiri, represented by its members,		] ] ]	Defendants.
1.	Sreenivasan. M. K, aged 52 years, S/o. Kailasan, Mankootathil House, P.O. Santhigiri, Kelakam amsom desom, Iritty Taluk. 670674.	] ] ] ] ] ]	
2.	Linto. M.J, aged 43 years, S/o. Joseph, Muthalapra House, P.O. Kelakam, Kelakam amsom desom, Iritty Taluk. 670674.	] ] ] ] ] ]	
3.	Benny, aged 55 years, S/o. Varkey, Valiya Veettil, P.O. Kelakam, Kelakam amsom desom, Iritty Taluk. 670674.	] ] ] ] ] ]	
4.	Radhika R, 36 years, W/o. Lijo, Muthalapra House, P.O. Santhigiri, Kelakam amsom desom, Iritty Taluk. 670674.	] ] ] ] ] ]	
5.	Varkey, 74 years, S/o. Thomman Varavukalayil, P.O. Santhigiri, Kelakam amsom desom, Iritty Taluk. 670674	] ] ] ] ] ]	

This Suit coming on the 3<sup>rd</sup> day of March, 2026 for final hearing before me in the presence of S/Sri. O.S. Biju and Thulaseedharan. V.K Advocates for the Plaintiff ; Defendants remained absent, declared exparte and having stood over for consideration till this day; the court delivered the following:

### J U D G M E N T

Suit is one for realization of money.

2. **Plaintiff's case:-** The Plaintiff is a banking institution with a branch at Kelakam. The defendant is the JLG Group represented by its President, Secretary and members. They availed an agricultural loan of ₹.2,50,000/- (Rupees Two Lakh Fifty Thousand only) from the plaintiff bank by executing the inter se loan agreement, hypothecation agreement, Demand Promissory Note etc. on 28.06.2019. The plaintiff bank disbursed the loan amount on the same day.

3. The bank is maintaining a proper, true, and correct account during the course of its ordinary business relating to the account, and all transactions with the defendants are entered in the account. As the payments were irregular and unsatisfactory, the bank requested to clear the dues, followed by a lawyer's notice dated 02.11.2024. Even after the notice the defendants failed to clear the dues. The defendants on 19.04.2022 executed an acknowledgment of debt acknowledging the liability as on that date. The defendants are jointly and severally liable to pay the amount to the plaintiff. Hence, this suit.

4. Defendants were served with a summons. They appeared but failed to file vakkalath and a written statement. Hence the suit was proceeded under Order VIII Rule 10. From the side of the plaintiff,

PW1 was examined Exhibits A1 to A7 were marked. Heard the counsel for the plaintiff. To prove their case, the plaintiff mounted the witness box and deposed to the facts. Given the unchallenged affidavit and evidence before this Court, the plaintiff's case is sufficiently proved. Therefore, the plaintiff is entitled to a decree as prayed for.

1. The defendants are directed to pay to the plaintiff the sum of ₹.3,42,423/- (Rupees Three Lakh Forty Two Thousand Four Hundred and Twenty Three only) with interest thereon at the rate of 10% per annum from the date of the suit to the date of decree and thereafter at the rate of 6% till the date of realization.
2. The defendants are directed to pay the costs of the suit to the plaintiff.

(Dictated to Adalat-AI, arranged in proper form by Confidential Assistant, corrected and pronounced by me in open court on this day, the 13<sup>th</sup> day of March 2026).

Sd/-  
**MUNSIFF**

**Appendix:-**

**Plaintiff's Witnesses:-**

PW1 : Sri. Thushar. B.K, Manager,  
Kerala Gramin Bank, Kelakam Branch.

**Plaintiff's Exhibits:-**

A1.	28-06-2019	Inter-se agreement executed by the Defendants in favour of Plaintiff bank.
A2.	28-06-2019	Letter of consent cum guarantee cum Hypothecation agreement for JLG loan.
A3.	28-06-2019	Pronote executed by the Defendant No. 1 and 2.

A4.	28-06-2019	Take delivery letter to DPN executed by the Defendant No. 1 and 2.
A5.	02-11-2024	Copy of Lawyer Notice addressed to the Defendants.
A6.	19-04-2022	Acknowledgment of debt and security.
A7.	24-01-2025	Statement of account of the loan.

**Defendant's Witnesses:-** Nil

**Defendant's Exhibits:-** None.

**Court Exhibits:-** Nil.

Sd/-  
**MUNSIFF**

*kps.*

Fair/Copy of Judgment  
in OS No.124/2025.  
Dated : 13-03-2026.