

IN THE COURT OF THE MUNSIFF OF KUTHUPARAMBA

Present:- Smt. Athira Nair, Munsiff.

Monday, the 23rd day of March, 2026/ 2nd Chaithra, 1948.

ORIGINAL SUIT No.229 OF 2025

Kerala Gramin Bank, Head Office Malappuram Branch Angadikadavu, Represented by, The Branch Manager & Principal Officer, Angadikadavu Branch, PO.Angadikadavu, Ayyankunnu Amsom Desom, Iritty Taluk, Kannur District. PIN 670706.]]]]]	Plaintiff.
Vs.			
1.	Emily Baby, D/o. Baby, Aged 35 years, Professional, Kattakayathkunnel House, Murikkumkari, Charal,, Ayyankunnu Amsom Desom, PO Charal,, Iritty Taluk, Kannur District. Pin: 670706.]]]]]]]	Defendants.
2.	Baby. K.M, S/o. Mani, Aged 61 Years, Kattakayathkunnel House, Murikkumkari, Charal, Ayyankunnu Amsom Desom, PO Charal, Iritty Taluk, Kannur District. Pin: 670706.]]]]]]]	
3.	Leelamma Baby, W/o. Baby, Aged 57 Years, Kattakayathkunnel House, Murikkumkari, Charal, Ayyankunnu Amsom Desom, PO Charal, Iritty Taluk, Kannur District. Pin: 670706.]]]]]]]	
4.	Augusty PO, S/o. Ouseph, Aged 74 Years, Payithottathil House, Vaniyappara, Ayyankunnu Amsom Desom, PO Charal, Iritty Taluk, Kannur District. Pin: 670706.]]]]]]]	

This Suit coming on the 12th day of March, 2026 for final hearing before me in the presence of S/Sri. Raghavan Kootteri and A.P Manoj Kumar, 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 the relief of the realisation of money.

2. **Plaintiff's case:-** The Plaintiff is a banking institution with a branch at Angadikkadavu. Defendant No.1 is the borrower, and Defendant Nos. 2 to 4 are the guarantors to an educational loan of ₹.1,00,000/- (Rupees One Lakh only) availed from the plaintiff bank. Defendant No.1 has executed a General Agreement for Loan, and Defendant Nos. 2 to 4 have executed a Guarantee Agreement on 25.09.2009. The Plaintiff bank disbursed the loan amount on the same day.

3. The bank maintains a proper, true, and correct account during its ordinary course of business concerning the account, and all transactions with the defendants are recorded in the account. As the payments were irregular and unsatisfactory, the bank requested that the dues be cleared, followed by a lawyer's notice dated 30.11.2024. The defendants accepted the lawyer's notice but failed to settle the dues. The defendants are jointly and severally liable to pay the amount to the plaintiff. Hence, this suit.

4. Defendants were served with summons, remained absent, and were declared ex parte. On the plaintiff's side, PW1 was examined, and Exhibits A1 to A11 were marked. The counsel for the plaintiff was

heard. To prove their case, the plaintiff mounted the witness box and gave evidence of the facts. Though A6 was marked, on verification, it was found that the same is of a different date. Hence, though marked Exhibit A6 was not considered in evidence. Even keeping aside Exbt A6 there was sufficient evidence before this Court to believe the case of the plaintiff. Given the unchallenged affidavit and evidence before this Court, the plaintiff's case is sufficiently established. Therefore, the plaintiff is entitled to the decree as prayed for.

1. The defendants are directed to pay to the plaintiff the sum of ₹.2,98,255/- (Rupees Two Lakh Ninety Eight Thousand Two Hundred and Fifty Five only) with interest thereon at the rate of 10% per annum from the date of the suit to the date of the decree and thereafter at the rate of 6% till the date of realisation.
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 23rd day of March 2026).

Sd/-
M U N S I F F

Appendix:-

Plaintiff's Witnesses:-

PW1 : Sri. Dijo George, Branch Manager, Kerala Gramin Bank.

Plaintiff's Exhibits:-

A1.	23-07-2009	General Agreement for Education loan executed by the Defendant No.1 in favour of Plaintiff bank.
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A2.	23-07-2009	Guarantee Agreement for loan executed by the Defendant No.2 to 4 in favour of Plaintiff bank.
A3.	18-01-2017	Acknowledgment of liability from the Guarantor executed by the Defendant No.4.
A4.	04-01-2020	Acknowledgment of liability from the Guarantor executed by the Defendant No.4.
A5.	22-10-2022	Acknowledgment of liability from the Guarantor executed by the Defendant No.4.
A6.	23-09-2022	Acknowledgment of Debt and security.
A7.	22-10-2022	Acknowledgment of liability from the Guarantor executed by the Defendant No. 2.
A8.	22-10-2022	Acknowledgment of liability from the Guarantor executed by the Defendant No. 3.
A9.	30-11-2024	Copy of Lawyer Notice addressed to the Defendants.
A10.	02-12-2024	Postal receipts.
A11.	22-02-2025	Statement of account of the loan.

Defendant's Witnesses:- Nil

Defendant's Exhibits:- None.

Court Exhibits:- Nil.

Sd/-
MUNSIFF

Fair/Copy of Judgment
in OS No.229/2025.
Dated : 23-03-2026.