

IN THE COURT OF THE MUNSIFF OF KUTHUPARAMBA

Present:- Smt. Athira Nair., Munsiff.

Thursday, the 12th day of March, 2026/ 21st Phalguna, 1947.

ORIGINAL SUIT No.392 OF 2024.

A.V. Sankara Variyar, S/o. Krishna Variyar, Aged 72 years, Prasanthi Nivas, Midavilode, Chakkarakkal, Iriveri Amsom Chembilod Desom.]]]]	Plaintiff.
Vs.		
K.K. Abdul Jaleel, S/o. Ebrahim, Aged 50 years, Afreenas, Purappara, Keezhur Amsom, Punnad P.O, Punnad Desom, Iritty Taluk.]]]	Defendant.

This Suit coming on the 3rd day of March, 2026 for hearing before me in the presence of Sri. Shaji. V, Advocate for the Plaintiff ; Defendant remained absent and 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 realisation of money.

2. **Plaintiff's case:-** The suit is one for realization of money. The plaintiff and defendant had entered into a Kacheet agreement in respect of a hotel business conducted in building No. 575A of Ward No.16, Iritty Municipality, belonging to the defendant. As per the agreement, the plaintiff deposited a sum of ₹.3,80,000/- (Rupees Three Lakh Eighty Thousand only) with the defendant. The shop room was utilized for running the hotel business. After one year, the plaintiff vacated the premises and entrusted the shop room back to the defendant in good condition without any damages.

3. Subsequently, on 13.02.2020, the defendant executed a fresh agreement with the plaintiff in the presence of witnesses. On the same day, the defendant repaid ₹.1,54,000/- (Rupees One Lakh Fifty Four

Thousand only) out of the deposit amount. The defendant promised to return the balance sum before 30.08.2023. Despite repeated demands, the defendant failed to discharge the liability and willfully denied payment. Thus, the plaintiff claims that out of the deposit of ₹.3,80,000/- (Rupees Three Lakh Eighty Thousand only), only ₹.1,54,000/- (Rupees One Lakh Fifty Four Thousand only) has been repaid, leaving a balance of ₹.2,26,000/- (Rupees Two Lakh Twenty Six Thousand only), which is sought to be realized through this suit along with interest.

4. The defendant entered appearance and thereafter remained absent and was declared ex parte. From the side of the plaintiff, PW1 was examined. Exhibits A1 and A2 were marked in support of the claim. The oral testimony of PW1 and documentary evidence remain unchallenged, as the defendant did not contest the proceedings.

5. The evidence adduced by the plaintiff clearly establishes the deposit of ₹.3,80,000/- (Rupees Three Lakh Eighty Thousand only) and the repayment of only ₹.1,54,000/- (Rupees One Lakh Fifty Four Thousand only). The balance amount of ₹.2,26,000/- (Rupees Two Lakh Twenty Six Thousand only) remains unpaid. The documents corroborate the plaintiff's version. In the absence of any rebuttal evidence or denial through pleadings, the plaintiff's case stands proved. The defendant, having failed to contest, is bound by the terms of the agreement and the liability arising therefrom.

In view of the above discussion, the suit is decreed ex parte.

In the result, the suit is decreed as follows:-

1. The defendant is directed to pay the plaintiff a sum of ₹.2,26,000/- (Rupees Two Lakh Twenty Six Thousand only) with interest at the rate of 6% per annum from the date of suit till realization.
2. Plaintiff is entitled to realize his costs of litigation from the defendant.

(Dictated to Adalat-AI, arranged in proper form by Confidential Assistant, corrected and pronounced by me in open court on this day, the 12th day of March 2026).

Sd/-
MUNSIFF

Appendix:-

Plaintiff's Witnesses:-

PW1 : Sri. A.V. Sankara Varyar.

Plaintiff's Exhibits:-

A1.	13-02-2020	Kacheet Agreement executed between Plaintiff and defendant.
A2.	17-11-2009	Certified copy of Document No. 4575/2009 of SRO, Uliyil.

Defendant's Witnesses:- Nil.

Defendant's Exhibits:- Nil.

Court Exhibits:- Nil.

Sd/-
MUNSIFF

Fair/Copy of Judgment
in OS No.392/2024.
Dated : 12-03-2026.