

**IN THE COURT OF THE MUNSIFF, ETTUMANOOR**

**Present: Miss. Annu Mary Jose., Munsiff**

Saturday, the 21<sup>st</sup> day of March, 2026

30<sup>th</sup> day of Phalguna, 1947

**OS. No. 138/2025**

**Plaintiff:**

M/s. Jet Paints Industries,  
Thellakom P.O., Peroor Village,  
Kottayam, Represented by its  
Managing Partner P.D. Joseph,  
aged 52 years, S/o. Devasia,  
Pulingappallil House, Ettumanoor P.O.,  
Ettumanoor Village, Kottayam.

By Adv. T. N. Rajesh.

**Defendant:**

Colours Paints,  
Represented by its Proprietor,  
Anu Gopinatha Pillai, aged about 48 years,  
XXI/542, B1-2, Ettiyanickal,  
Erumely P.O., Kottayam, Kerala.

Exparte.

This Suit has come up for hearing on 19.03.2026 and the court on 21.03.2026 delivered the following:-

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

Suit is for realization of money.

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

The plaintiff is a registered partnership firm engaged in the manufacturing of paints and allied products under name and style 'Jet Paints Industries' who is represented by its Managing Partner. The defendant is one of the dealers. The plaintiff is selling its products to the dealers on credit basis. There is an outstanding amount of Rs.25,857/- due from the defendant as per the ledger kept by the plaintiff. The defendant stopped making payment after 14.11.2023. In spite of the repeated demands and requests the defendant did not care to pay the amount. The plaintiff is entitled to realize Rs.25,857/- from the defendant with interest at 12% per annum from 14.11.2023 till the date of realization.

**3.** Even though summons was served upon the defendant, he did not appear before the court. Hence the suit was proceeded ex-parte.

4. PW1 was examined and Ext.A1 and A2 were marked.

5. Heard. Perused the records.

6. It is the case of the plaintiff that the defendant had purchased products from the plaintiff on credit basis and an amount of Rs.25,857/- is due from the defendant. Ext.A1 is the ledger account. It would show that the balance amount outstanding is Rs.25,857/-. Ext.A2 is the certificate under 63(4) of Bharatiya Sakshya Adhinyam. In the absence of contra evidence, the plaintiff's case is proved in the light of evidence of PW1 and Ext.A1 and A2. Hence, the plaintiff is entitled to realize the plaint amount. Considering the facts of the case, interest @12% per annum from the date of suit till the date of decree and thereafter interest @ 6% from the date of decree till the date of realization will serve the ends of justice.

**7. In the result, the suit is decreed as follows: -**

1. The plaintiff is allowed to realize Rs.31,483/- (Rupees Thirty One Thousand Four Hundred and Eighty Three Only) with interest at the rate of 12% per annum on the principal amount of Rs.25,857/- (Rupees Twenty Five Thousand Eight Hundred Fifty

Seven Only) from the date of suit till the date of decree and thereafter interest at the rate of 6% per annum on the amount of Rs.25,857/- (Rupees Twenty Five Thousand Eight Hundred Fifty Seven Only) till the date of realization from the defendant and his assets.

2. The plaintiff is allowed to realize the costs of the suit from the defendant.

*Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in open Court on this the 21<sup>st</sup> day of March, 2026.*

**Sd/-  
Annu Mary Jose  
Munsiff**

### **APPENDIX**

#### **Exhibits marked for the Plaintiff:**

A1	-	Ledger Account for the period from 01.04.2020 to 22.03.2024
A2	19.03.2026	Certificate as per section 63(4) of BSA 2023.

**Exhibits marked for the Defendant : Nil**

**Third Party Exhibits : Nil**

**Court Exhibits** : **Nil**

**Witness examined for the Plaintiff:**

PW1 16.03.2026 P. D. Joseph.

**Witness examined for the Defendant** : **Nil**

**Court Witness** : **Nil**

Copied by :

Compared by :

**Sd/-**  
**Annu Mary Jose**  
**Munsiff**