IN THE COURT OF THE MUNSIFF, KANJIRAPPALLY
Present : Smt. Smitha Susan Mathew, Munsiff

Tuesday 31st day of March 2026
10th day Chaitra 1948

O.S. 46/2023

Plaintiff:-

Canara Bank, a Scheduled Bank having Head Office at Bangalore and branch at Kanjirappally among other places, represented by its Branch Manager, Kanjirappally, PIN:– 686 507, Kanjirappally Taluk, Kottayam District.

By Adv. Joy K. George &
Adv. P.A.Muhammed Shameer.

Defendant:-

Vishnu T. Nair, aged 34 years,
S/o Thankappan Nair, Proprietor,
M/s. Aura Solar Power Systems,
Sambanna Complex, Puthanangadi Road,
Kanjirappally and residing at Ambattu House,
Thampalakadu P.O, PIN:- 686 506,
Kanjirappally Village, Kanjirappally Taluk,
Kottayam District.

Exparte.

This suit having been finally heard on 26.03.2026 and the Court on 31.03.2026 delivered the following:-

J U D G M E N T

Suit for realization of money.

2. The plaint averments, in brief, are as, follows:- The plaintiff is a bank constituted under the banking company registered under the Banking (Acquisition and Transfer of undertaking) Act, 1970 with its Head office at Bangalore with branch at Kanjirappally. Aura Solar Power Systems is a proprietory concern solely owned and managed by defendant. The defendant was engaged in business of photo voltaic cells. He applied for a cash credit facility on 10/01/2014 extending to ₹2,80,000/- and the plaintiff bank sanctioned ₹2,00,000/-. Defendant executed sanction memorandum dated 14/03/2014. He also executed a cash credit agreement dated 22/04/2014 agreeing to pay interest on the outstanding in the cash credit account at 3.50% per annum over and above ongoing PLR with a minimum of 13.70% per annum compounded monthly on the daily debit balance. Defendant also executed a request for overdraft facilities (NF 372) on 22/04/2014 and enclosed a demand promissory note for ₹2,00,000/-. Defendant availed the cash credit facility from the loan account in the name of M/s. Aura Solar Power Systems. Defendant neglected to fulfill the terms and conditions in the loan agreement. Defendant has signed the acknowledgment of debt and security on 10/03/2017 and 12/02/2020, thereby confirmed liability of ₹2,50,628/- and ₹3,54,273/- as on 01/02/2022. The defendant was highly irregular to repay the loan amount. Even after several requests by the officers of the plaintiff, the defendant did not care to repay the arrears of loan. As on 31.12.2022, an amount of ₹5,67,525/- (Rupees Five Lakhs Sixty Seven Thousand Five Hundred and Twenty Five only) is due from the defendant. Hence the suit.

3. Though summons served, defendant remained absent and this court decided to proceed exparte. Thereafter, Manager of the plaintiff bank filed proof affidavit in lieu of examination in chief and he is examined as PW1. Exts.A1 to A8(a) documents were marked.

4. The Branch Manager, plaintiff bank is examined as PW1. He produced Ext.A1 loan application dated 10.01.2014, Ext.A2 sanction memorandum dated 14.03.2014, Ext.A3 cash credit agreement dated 22.04.2014, Ext.A4 request for overdraft facilities dated 22.04.2014, Ext.A5 pro note dated 22.04.2014, Exts.A6 and A7 are the acknowledgment of debt dated 10.03.2017 and 12.02.2020 and Ext.A8, certified copy of statement of account for the period 01/01/2014 to 19/01/2023 and ExtA8(a) is the certificate. These documents are sufficient to show the liability of the defendant towards plaintiff bank and the commitment to repay the loan amount. Defendant could not rebut the evidence produced by the plaintiff bank. Hence the court is of the view that the plaintiff is entitled for a decree for recovery of money.

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

1. The plaintiff is entitled to realize ₹5,67,525/- (Rupees Five Lakhs Sixty Seven Thousand Five Hundred and Twenty Five only) as on the date of suit, 9% interest per annum on the principal amount ₹2,00,000/- from the date of suit till the date of decree and 6% interest per annum on ₹2,00,000/- from the date of decree till realization of the amount, from the defendant and his assets.
2. The plaintiff is also entitled to realize the costs of the suit from the defendant.

Dictated to the Confidential Assistant, typed by him corrected by me and pronounced in open court on this the 31st day of March, 2026.

SMITHA SUSAN MATHEW
MUNSIFF

APPENDIX

Exhibits marked for the Plaintiff :

A1	:	10.01.2014	: Certified copy of loan application.
A2	:	14.03.2014	: Certified copy of sanction memorandum.

A3	:	22.04.2014	:	The cash credit agreement executed by the Defendant.
A4	:	22.04.2014	:	Request for overdraft facilities.
A5	:	22.04.2014	:	Promissory Note.
A6	:	10.03.2017	:	Acknowledgement of Debt and Security (NF 760)
A7	:	12.02.2020	:	Acknowledgement of Debt and Security
A8	:	Nil	:	Certified copy of statement of account No.2680261000099 between 01/04/14 to 19/01/23 issued by Canara Bank, Kanjirappally Branch.
A8(a)	:	Nil	:	Certificate issued from Canara Bank, Kanjirappally Branch.

Exhibits marked for the Defendant: NIL

Court Exhibits: NIL

Third party Exhibits: NIL

Witness examined for the Plaintiff:

PW1	:	04.03.2026	:	Sujith V. George.

Witness examined for the Defendant: NIL

Id/-
MUNSIFF

Typed By : Jayamol V.M.
Compd. By : Rajalakshmi T P

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