

IN THE COURT OF THE SUBORDINATE JUDGE OF TIRUR
Present: Smt. Vincy. T.V, Subordinate Judge

Wednesday, the 4th day of December, 2024
13th day of Agrahayana, 1946

ORIGINAL SUIT NO. 21/2024

Between:

Karuvaravattath Abdul Latheef, 58 years, S/o.Saithalavi Haji, Tirur Taluk, Thriprangode Amsom, Kazhinjikkara Desom, Post Poyilisseri, Tirur.	}	Plaintiff
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And:

Mannuparambil Ummar Bava, 55 years, S/o.Hussain @ Hunhippa, Tirur Taluk, Thirunnavaya Amsom Karathoor Desom, Post Kodakkal, Tirur.	}	Defendant
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This suit coming on this day for hearing before me in the presence of Sri.Padmakumar.K.A and Sri.Fasil Saman Ali, Advocates for the plaintiff and the defendant being called absent and set ex parte, the Court delivered the following:

JUDGMENT

The suit is one for realisation of money.

2. The case of the plaintiff is as follows:- The defendant borrowed an amount of Rs.20,00,000/- from the plaintiff for the purpose of executing business. But, he failed to do. Subsequently, on demand, an agreement was executed between the plaintiff and the defendant in the presence of the witnesses agreeing to repay the money within 21 months in two installments

on 08-11-2022. He failed to pay the amount as agreed. Despite demanding repayment, the defendant did not repay the money. On 03.02.2024, the plaintiff sent a lawyer notice to the defendant demanding to pay back the amount. Though notice was received by the defendant, he did not pay the money. So, the plaintiff filed the suit claiming realisation of such money with interest at the rate of 7% per annum. Hence the suit is filed.

3. Even if, defendants appeared on service of summons, he did not file any written statement and later he remains absent and set exparte.

4. The plaintiff examined as PW1 and Exts.A1 to A4 documents were also marked.

5. Heard.

6. The plaintiff claims that the defendants owe to him Rs.21,75,000/-. He relies on Exts.A1 Agreement. Ext.A1 need not be doubted. So, I am of the view that the plaintiff is entitled to get a decree as claimed. The interest claimed by the plaintiff is on a higher side. The defendant is liable to pay reasonable interest. Interest at the rate of 7% per annum from the date of suit to the date of decree and thereafter interest at the rate of 6% per annum till realisation appears to be reasonable.

The suit is decreed as follows:

1. The defendant is directed to pay to the plaintiff Rs. 21,75,000/- (Rupees twenty one lakh seventy five thousand only) with interest at the rate of 7% per annum from the date of suit to the date of decree and thereafter at the rate of 6% per annum till realisation.

2. The defendant is also directed to pay the costs of the suit to the plaintiff.

(Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in open Court, on this the 4th day of December, 2024).

Sd/-

SUBORDINATE JUDGE

Appendix:

Witness examined on the side of plaintiff:

PW1 : Abdul Latheef.K.V examined on 30.11.2024

Exhibits marked on the side of Plaintiff:

Ext.A1 - Original of Agreement dated 22.11.2022.

Ext.A2 - Certified copy of settlement deed bearing No.367/2014 executed by Kunhippa dated 07.03.2014

Ext.A3 - Encumbrance Certificate dated 30.11.2023.

Ext.A4 - Copy of Lawyer notice, Acknowledgment card and postal receipt.

Sd/-

SUBORDINATE JUDGE

//True copy//

Sheristadar

Typed by Divya.K.B
Compared by Divya.K.B
Anju.P

Copy of Fair Judgment in **OS 21/2024**
Dated: 04.12.2024