

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

Monday, the 7th day of October, 2024
15th day of Ashwina, 1946

ORIGINAL SUIT NO. 60/2023

Between:

Noorul Ameen Vettikkuthi, 49 years, S/o.Vettikkuthi Mohammedkutty, Chirayil House, represented through Power of Attorney holder Abdul Jaleel Paloli, 51 years, S/o.Hassankutty, (Neduva amsom-desom, PO.Chettippadi, Tirurangadi Taluk, Malappuram dist.)	}	Plaintiff
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And:

Kizhakkiniyakath Mohammed Rafeeqe, 49 years, S/o.Kuttikkammu Naha, Moduvingal, Neduva amsom-desom, PO.Chettippadi, Tirurangadi Taluk, Malappuram Dist.	}	Defendant
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This suit coming on this day for hearing before me in the presence of Sri.C.P.Musthafa and Sri.Subeer.K, Advocates for the plaintiff and the defendants 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 power of attorney holder of the plaintiff filed the suit for the plaintiff. The suit is one for

realisation of money from the defendant which was advanced by the plaintiff to the defendant on the promise that he would pay profit of Rs.1,00,000/- (Rupees One lakh only) per month. The case was initially instituted as commercial suit and later it was returned and this suit was filed. The case of the plaintiff is that, due to the friendship and acquaintance the plaintiff has given an amount of Rs.25,00,000/- (Rupees Twenty five lakhs only) to the defendant for business conducted by the defendant. As there was a promise to give Rs.1,00,000/- (Rupees One Lakh only) interest profit per month, specifying these terms an agreement was also executed in between parties on 30-09-2019. Besides that 3 cheques were also issued by the defendant in favour of the plaintiff for assuring the performance of the agreement within 11 months. Thereafter as per the assurance the cheques were presented for collection. But the cheques were returned due to insufficient fund in the account. Hence the suit is filed.

3. The defendant was set ex parte and when it is posted for evidence, the power of attorney holder of plaintiff was examined as PW1. He produced Ext. A1 agreement evidencing that plaintiff has given an amount of Rs.25,00,000/- (Rupees Twenty five lakhs only) to the defendant with promise to pay up to Rs.1,00,000/- (Rupees One Lakh only) per month to the plaintiff. Since the defendant set ex parte, the evidence adduced from the part of plaintiff remained unchallenged. The plaintiff succeeded in proving his case by oral evidence of PW1 and by production of Ext. A1 agreement.

4. The interest claimed by the plaintiff is exorbitant. Hence the defendant is liable to pay interest at the rate of 7% per annum from the date

of suit till date of decree and thereafter at the rate of 6% per annum till realisation.

In the result,

The suit is decreed as follows:

1. The defendant is directed to pay Rs.31,94,520/- (Rupees Thirty lakhs twenty five thousand only) to the plaintiff with interest at the rate of 7% per annum from the date of the suit over the principal sum of Rs.25,00,000/- till date of decree and thereafter at the rate of 6% per annum till its realisation.
2. The defendant is also directed to pay the costs of the suit to the plaintiff.

(Pronounced by me in open Court on this the 07th day of October, 2024)

Sd/-

SUBORDINATE JUDGE

Witness examined on the side of Plaintiff:

PW1. - Abdul Jaleel.

Exhibits marked on the side of Plaintiff:

Ext.A1. - Agreement dated:30.09.2019.

Sd/-

SUBORDINATE JUDGE

//True copy//

Sheristadar

Copy of Fair Judgment in **OS 60/2023**
Dated: 07.10.2024