

IN THE COURT OF THE MUNSIFF OF OTTAPALAM

Present:- Sri.M.R. Dileep, Munsiff, Ottapalam

Thursday 07th day of November, 2024

16th day of Karthika, 1946. S.E.

ORIGINAL SUIT NO.108/2022.

Ramakumaran.C, aged 54 years, S/o Raman.C., Cholethodi house,
Kattukulam.P.O., Mangalamkunnu, Thiruvazhiyode, Ottapalam Taluk, } Plaintiff
Palakkad District, Pin-679514.

-Vs-

Shibu, aged 39 years, S/o. Palakkal Kunjunni, Palakkal House, } Defendant
Kattukulam.P.O., Ottapalam Taluk, Palakkad District, Pin- 679514.

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This suit coming on this day for final hearing before me in the presence of Sri.M. Krishnadas and Sajitha Krishnadas, Advocates for the plaintiff, and the defendant is called, absent, set ex parte, and this court passed the following:-

JUDGMENT

This is a suit for money.

2. The plaintiff's case, in brief, is as follows:-

The plaintiff granted the defendant a license to occupy room nos.8/150C,8/150E and 8/150 F on 10.11.2020. The license fee was Rs.20,000/- per month. The defendant vacated the rooms on 3.3.2022. When he vacated the rooms, the defendant was ₹ 3,00,000/- in arrears. Before the agreement dated 10.11.2020, the defendant had borrowed ₹ 1,75,000/- from the plaintiff. The plaintiff has set off the security deposit paid by the defendant (₹ 1,00,000) against the sum due to him from the defendant. The defendant still owes the plaintiff ₹ 3,75,000/- . The plaintiff is entitled to recover that sum from the defendant with 10% interest per annum.

3. The defendant filed a written statement. His contentions are as follows:-

The allegations in the plaint are false. The plaintiff told the defendant that he would help the defendant set up a business in the building owned by him and paid the defendant ₹ 25,000/-. However, when the defendant faced difficulties in setting up the business, the plaintiff told the defendant that he was willing to be the defendant's partner and invested ₹ 1,50,000/- in the business. When he invested money in the defendant's business, the plaintiff made the defendant sign some documents. The defendant had paid ₹2,38,000/- to the plaintiff as his share of the profits from the business before the outbreak of the coronavirus. However, the firm suffered heavy losses due to the spread of the coronavirus and the business has not generated any profits since. The plaintiff is not entitled to recover any sum of money from the defendant. The suit is liable to be dismissed with compensatory costs.

4. The following issues were framed for trial.

1. Whether the plaintiff is entitled to recover the amount claimed in the plaint from the defendant ?

2. Rate of interest, relief and costs?

5. The defendant did not attend court on the day fixed for the trial of the case.

Therefore, the suit was heard ex parte.

6. The plaintiff was examined as PW1, and the documents submitted in evidence by him were marked as Exts.A1 to A4.

7. Heard the plaintiff's counsel .

8. PW1 testified in tune with the contents of the plaint. Exts.A1 and A2 are license agreements signed by the parties , and Ext.A3 is a copy of the license issued to the defendant by the local body. Ext.A4 is the plaintiff's passbook. The uncontroverted

testimony of the plaintiff and the documents submitted in evidence prove the plaintiff's case. Therefore, the suit is decreed as follows :-

1. The defendant is ordered to pay ₹ 3,75,000/- to the plaintiff, with 10% interest per annum from the date of the suit to the date of the decree and 6% interest per annum from the date of the decree to the date of payment.
2. The defendant is ordered to pay the plaintiff's costs.

Dictated to the Confidential Assistant, transcribed by her, corrected and pronounced by me in the open court, on this, the 7th day of November, 2024.

Munsiff

APPENDIX:

Plaintiff's Witness Examined:

PW1 : Ramakumaran.C.

Plaintiff's Exhibits Marked:

A1 : 01.04.2019 : Original loan agreement signed between plaintiff and defendant.

A2 : 10.11.2020 : Original loan agreement signed between plaintiff and defendant.

A3 : 19.04.2021 : Copy of Licence issued from Vellinezhi Grama Panchayath No. A3-1728/2021-200-207.

A4 : NIL : Original Bank pass book (Joint account between plaintiff and his wife. Issued from Canara Bank, Vellinezhy Branch.)

Defendant's Witness and Exhibits : NIL.

Munsiff.