

IN THE COURT OF THE MUNSIFF OF OTTAPALAM

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

Friday 13<sup>th</sup> day of March, 2026

22<sup>nd</sup> day of Phalguna, 1947. S.E.

ORIGINAL SUIT NO.162/2025.

BNS Gramin Nidhi Limited, Arya Complex, Lakkidi Koottupatha,  
Mangalam.P.O., Ottapalam, ( Rep. by Executive Director,  
Suresh Babu.M., aged 39 years, S/o. Kuttikrishnan, Mannanpurakkal  
House, Mulanhur.P.O., Ottapalam-679511.) } Plaintiff

-Vs-

1. Vinitha., aged 33 years, W/o. Prabhu, Kunnakkad house,  
Kizhakkumpuram.P.O., Mannur, Palakkad-678642.  
2. Prabhu, aged 35 years, S/o. Krishnankutty, Kunnakkad house,  
Kizhakkumpuram.P.O., Mannur, Palakkad-678642. } Defendants

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This suit coming on this day for final hearing before me in the presence of Sri. V. Rajan, Advocate for plaintiff, and the defendants are 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 is a company offering financial services. The 1<sup>st</sup> defendant applied to the plaintiff for a loan of ₹ 25,000/- on 02.10.2024, and the plaintiff sanctioned the loan on the same day. The 2<sup>nd</sup> defendant is the guarantor on the loan. The defendants signed a loan agreement when the plaintiff sanctioned the loan . The agreement was that the defendants would repay the loan with 18% interest per annum . The defendants have only repaid ₹ 3,990/- so far .They have defaulted on the loan and owe the plaintiff ₹ 26,659/- as of the

date of presentation of the plaint. The plaintiff is entitled to recover that sum from the defendants with 18% interest per annum

3. The defendants were served with summonses, but they did not come to court to defend the suit. Therefore, the suit was heard ex parte.

4. The plaintiff's executive director was examined as PW1, and the documents submitted in evidence by the plaintiff were marked as Exts.A1 to A3.

5. Heard the plaintiff's counsel .

6. PW1 testified in tune with the contents of the plaint. Ext. A1 is the loan agreement signed by the defendants, and Ext.A2 is the promissory note signed by them .PW1's testimony and the documents submitted in evidence prove the plaintiff's case. Therefore, the suit is decreed as follows :-

1. The defendants are ordered to pay the plaintiff ₹ 26,659/- ,and interest thereon at the rate of 12 % per annum from the date of the suit to the date of the decree and 6% per annum from the date of the decree to the date of payment.
2. The defendants are 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 13<sup>th</sup> day of March , 2026.*

Munsiff

APPENDIX:

Plaintiff's Witness Examined :

PW1 : Suresh Babu.M.

Plaintiff's Exhibits Marked :

A1 : 02.01.2024 : Original loan agreement.

A2 : 02.01.2024 : Original promissory note.

A3 : 15.06.2023 : Certified true copy of extract of the resolutions passed  
in the meeting of board of directors of the company.

Defendants' Witness and Exhibits : NIL.

Munsiff.