IN THE COURT OF THE MUNSIFF OF OTTAPALAM

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

Wednesday 08th day of April, 2026

18th day of Chaithra, 1948. S.E.

ORIGINAL SUIT NO.502/2025.

Ampalapara Nidhi Ltd, Ittiyil Building, Melur Road, Ampalappara, Ottapalam Taluk, Palakkad District, 679512 Rep. By Managing Director Vasudevan, aged 63 years, S/o. Raman, Umbrattil House, Kadambur. P.O., Ampalappara, Ottapalam, Palakkad District- 679515.	Plaintiff

-Vs.-

1. Abhilash. N, aged about 45 years, S/o. Gopalan, Neerkkalamkottil House, Vettekkara P.O., Kadampazhipuram, Ottapalam, Palakkad District, Pin- 678633. 2. Prameela. V.M., aged about 33 years, W/o. Abhilash. N, Neerkkalamkottil House,Vettekkara. P.O., Kadampazhipuram, Ottapalam, Palakkad District, Pin - 678633. 3. Vishnu, aged about 29 years, S/o. Krishnankutty, Ampalaparambu House, Vettekkara. P.O., Kadampazhipurm, Ottapalam, Palakkad District, Pin- 678633.	Defendants

……..

This suit coming on this day for final hearing before me in the presence of Sri. Kusalan. P.P., Advocate for plaintiff, and 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 defendants applied to the plaintiff for a loan of ₹ 30,000/- on 09.11.2021 and the plaintiff sanctioned the loan on the same day. When they borrowed the money, the defendants issued a promissory note for ₹30,000 to the plaintiff. The agreement was that the defendants would repay the money borrowed by them with 18% interest per annum on demand . The defendants have only repaid ₹ 27,200/- so far. They have defaulted on the loan and owe the plaintiff ₹ 8,883/- 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. However, they did not come to court to defend the suit. Therefore, the suit was heard ex parte.

4.The plaintiff's managing director was examined as PW1, and the documents submitted in evidence by the plaintiff were marked as Exts.A1 to A5.

5. Heard the plaintiff's counsel .

6. PW1 testified in tune with the contents of the plaint. Ext. A2 is the loan application , and Ext.A3 is the promissory note signed by the defendants. Ext.A5 is an acknowledgment of the liability signed by the defendants on 03.07.2024. It saves the suit from the mischief of the law of limitation . The uncontroverted testimony of PW1 and the documents submitted in evidence prove the plaintiff's case. The plaintiff has claimed ₹3000 in recovery charges. Since the court is awarding the plaintiff its costs , it is not entitled to any separate recovery charges. In view of the discussion made above, the suit is decreed in part as follows :-

1. The defendants are ordered to pay the plaintiff ₹8,883/- 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 costs proportionate to the amount decreed.

Dictated to the Confidential Assistant, transcribed by her, corrected and pronounced by me in the open court, on this, the 8th day of April , 2026.

Munsiff

APPENDIX:-

Plaintiff's Witness Examined :

PW1 : Vasudevan

Plaintiff's Exhibits Marked :

A1	:	16.12.2023	:	Certified true copy of extract from the minutes of the proceedings of the board of directors of the company.
A2	:	09.11.2021	:	Original loan application.
A3	:	09.11.2021	:	Original pronote.
A4	:	22.09.2025	:	Loan account statement.
A5	:	03.07.2024	:	Original revival letter.

Defendants' Witness and Exhibits: NIL.

Munsiff

Copied by: Bindu
Compared by:Asha