

IN THE COURT OF THE MUNSIFF OF OTTAPALAM

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

Friday 27th day of March, 2026

06th day of Chaithra, 1948. S.E.

ORIGINAL SUIT NO.513/2025.

M/s.Jindal Stainless Steel Pipes and fittings rep.by Proprietor
Rajesh, aged 51 years, S/o.Satheeshan, Irattapalliyalil house,
Azhiyannur P.O., Kadampazhipuram, Ottapalam Taluk-678633. } Plaintiff

-Vs.-

Sanoop.K, aged 29 years, S/o.Radhakrishnan, Kongassery house,
Kadambur P.O., Ambalapara, Ottapalam Taluk, Pin-697515. } Defendant

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This suit coming on this day for final hearing before me in the presence of Sri.P.Jayan and Smt.Devika.K.G., 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 is a purveyor of stainless steel pipes. The defendant bought pipes worth of ₹ 3,14,611/- from the plaintiff and owed it ₹ 77,080/- as of 21.6.2025. To discharge that liability, the defendant issued three 25,000/- cheques dated 30.5.2025 to the plaintiff. Those cheques bounced because the amount of money standing to the credit of the defendant's account was insufficient to honour them. The cheques were returned to the plaintiff with dishonour memos on 09.06.2025. The plaintiff is entitled to recover ₹ 75,000 from the defendant with 12% interest per annum from the date of the suit to the date of payment.

3. The defendant was served with a summons, but he did not come to court to defend the suit. Therefore, the suit was heard ex parte.

4. The proprietor of the plaintiff was examined as PW1, and the documents submitted in evidence by the plaintiff were marked as Exts.A1 to A7.

5. Heard the plaintiff's counsel.

6. PW1 testified in tune with the contents of the plaint. Exts.A1 to A3 are the cheques issued by the defendant to the plaintiff and Exts.A4 to A6 are the dishonour memos. Ext.A7 is a statement showing the transactions between the plaintiff and defendant. PW1's testimony 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 the plaintiff ₹ 75,000/- ,with 12% 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 27th day of March, 2026.

Munsiff

APPENDIX:-

Plaintiff's Witness Examined :

PW1 : Rajesh

Plaintiff's Exhibits Marked :

A1	:	30.05.2025	:	Original cheque returned.
A2	:	30.05.2025	:	Original cheque returned.
A3	:	30.05.2025	:	Original cheque returned.
A4	:	24.06.2025	:	Original cheque returned memo.
A5	:	24.06.2025	:	Original cheque returned memo.
A6	:	24.06.2025	:	Original cheque returned memo.
A7	:	21.06.2025	:	Account statement.

Defendants' Witness and Exhibits : NIL

Munsiff

Copied by: Bindu
Compared by: Shyma