IN THE COURT OF THE MUNSIFF-MAGISTRATE, MANNARKKAD

Present:- Smt. Lilly Krishnan, B.Sc., LL.B., MBA., Munsiff - Magistrate.

Tuesday, the 31st day of March, 2026

(10th day of Chaithra, 1948, S.E)

ORIGINAL SUIT NO. 58/2019

Kerala Gramin Bank, Mannarkkad Branch Rep. By Pushpaja, Branch Manager W/o. Premkumar, aged 48 years, residing at "Kousthubam", Salamath Nagar, Near Civil Station, Palakkad Po., Palakkad.	Plaintiff
Vs.	
1. Subaida, aged 55 years, W/o. Late Abdul Azees, Kolkkattil House, Anamooly Thenkara Po., Pin – 678 582 2. Rasheeda, aged 35 years, Late D/o. Abdul Azees, Kolkkattil House, Anamooly, Thenkara Po., Pin – 678 582 3. Rishad, aged 33 years, S/o. Late Abdul Azees, Kolkattil House, Anamooly, Thenkara Po., Pin – 678 582 4. Riyas, aged 30 years, S/o. Late Abdul Azees, Kolkkattil House, Anamooly, Thenkara Po., Pin – 678 582	Defendants

This suit coming on this the 27th day of March, 2026 for hearing before me in the presence of Sri. N. Rajesh, Advocate for Plaintiff, and Sri. Rejimon Joseph, Advocate for Defendants, and having stood over to this the 31st day of March, 2026 for consideration, and this Court delivered the following:-

J U D G M E N T

Suit is one for realisation of money.

2. **The plaint averments are as follows**:- The Plaintiff is a Regional rural Bank constituted by the Regional Rural Bank Act 1976 and governed by the Banking Regulation Act. Earlier the Plaintiff Bank was known as South Malabar Gramin Bank and after merging of North Malabar Gramin Bank with South Malabar Gramin Bank its name was changed as Kerala Gramin Bank as per the decision of the RBI. The Branch Manager of plaintiff's Bank at Mannarkkad is a principal officer of the bank competent to sign and verify pleadings and obtain reliefs on behalf of the Bank.

3. The father of defendants No. 2 to 4 Abdul Azeez approached the plaintiff bank for an agricultural loan on 07-05-2013 before the plaintiff bank for ₹ 60,000/- (Rupees Sixty Thousand only) under the agricultural Loan Scheme. On 07-05-2013 the said Abdul Azees has executed a Memorandum of agreement in favour of the plaintiff bank for the agricultural loan for Rs. 60,000/- (Rupees Sixty Thousand only) to repay the said amount at 12% simple interest for a period of one year ie 07-05-2014 and thereafter if the borrower is not paying any amount then the rate of interest will be 14% as compound interest. The interest will be charged as half yearly and the borrower will get the benefit of

subsidy if he renew the loan amount and repay the loan amount properly with out any laches. The loan of Rs. 60,000/- (Rupees Sixty Thousand only) was sanctioned by the plaintiff bank on 07-05-2013 as KCC 3077/2013 and the said amount was paid to the Abdul Azees also. After availing the loan amount he has not paid any amount towards the loan account. The said Abdul Azees had died and the defendants No. 1 to 4 are the legal heirs of the deceased Abdul Azees. The case was filed against these defendants.

4. The plaintiff can realize the loan amount from the estate of the deceased Abdul Azees. The plaintiff can realize the loan amount from the above mentioned defendants because they are also liable to discharge the debt incurred by the deceased Abdul Azees. The plaintiff bank has the right to fix rate of interest as per the guidelines of Reserve Bank of India and deceased Abdul Azees has agreed to pay rate of interest of plaintiff bank through the memorandum of agreement executed by the deceased Abdul Azees in favour of plaintiff bank. The deceased Abdul Azeez had under taken to repay the loan amount at simple interest at the rate of 12 % from 07-05-2013 for a period of one year and if he makes any default within a year then the rate of interest will be 14 % which was agreed by the defendant. If default is committed, then the plaintiff is entitled to realize the amount in lumpsum on the strength of the documents executed by the deceased. On 02-05-2016 the legal heirs of Azees, had

executed acknowledgment of debt in favour of the plaintiff Bank for renewing the agricultural loan. Hence the suit is not barred by limitation.

5. The loan account operated by the defendant is a running account which is clearly maintained by the plaintiff bank from time to time. The legal heirs has failed to make payment as undertaken. The total amount which is due and payable by the defendants are Rs. 1,07,012/- (Rupees One Seven Thousand and Twelve only) and the compound interest from 07-05-2014 is also out standing against the defendants. Interest at the rate of 14% from 02-11-2018 is also due and payable by the defendants. Hence the total amount to be realized from the defendants are Rs. 1,07,012/- (Rupees One Lakh Seven Thousand and Twelve only). Plaintiff had sent a lawyer notice dated 12.11.2018 demanding to repay the loan due. The legal heirs of Abdul Azeez intentionally unclaimed the Lawyer notice and Defendant No. 3 received the lawyer notice but had not paid the loan amount. So it is absolutely clear that the defendants has no intention to repay the amount. Hence filed this suit for realization of the amount due from the defendants.

6. **The Contention in Written Statement are as follows:-** The husband of the first defendant and the father of the other defendants have not availed any agricultural loan from the plaintiff bank. They had not executed any

memorandum of agreement in favour of Plaintiff Bank. It is true that these defendants are legal heirs of deceased Abdul Azees.

7. The contention that the plaintiff can realize the loan amount from the estate of the deceased and deceased had executed Memorandum of agreement on 02-05-2016 and that these defendants has executed acknowledgment of debt in favour of plaintiff bank for renewing the agricultural loan are not correct. The suit is not maintainable and is barred by law of limitation. The documents filed by plaintiff bank are concocted. Hence suit has to be dismissed.

8. Following issues were raised for consideration:-

   1. Whether plaintiff is entitled to recover a sum of ₹ 1,07,012/- (Rupees One Lakh Seven Thousand and Twelve only) with interest @ 14% per annum from the defendants ?
   2. Whether suit is barred by law of limitation?
   3. Whether the documents produced by plaintiff are genuine?
   4. Reliefs and costs?

9. The Branch Manager of Kerala Gramin Bank, Mannarkkad Branch was examined as PW1 and Ext. A1 to Ext. A6 were marked through him. Ext. A1 is the Loan application form dated 07-05-2013. Ext. A2 is the Memorandum of agreement executed by defendant dated, 07-05-2013. Ext. A3 is the Copy of account statement in the name of the deceased Abdul Azees certified under

Banker’s Book of evidence Act dated, 02.03.2019. Ext. A4 is the Copy of Lawyer notice to defendants marked in series, Postal receipts, acknowledgment cards , returned as unclaimed and acknowledgment card returned as served to Defendant No. 3. Ext. A5 is the acknowledgment of debt dated, 02.05.2016. Ext. A6 is the Power of attorney executed by Bank in favour of Bank Manager. Defendant had not adduced any oral evidence or produced any documentary evidence.

10. Heard both sides and perused the records.

11. **<u>Issue No. 1 to Issue No. 3</u>** :- These Issues are considered together for the sake of brevity and convenience. PW1 the bank manager had deposed that the loan given to defendants are agricultural loan and according to them the interest for agricultural loan was 12% during 2013. Ext. A6 is the power of attorney, which is an attested copy. PW1 had admitted that during 2015 he was not the Branch Manager. According to him, the original power of attorney is kept in the head office. The power of attorney was not attested as per Bankers' Book of Evidence Act. But the Branch manager of bank is the officer entitled normally to file suit and adduce evidence on behalf of bank. PW1 is present bank manger. There is no dispute with respect to that. He had produced Ext. A6, power of Attorney by which he is authorised by bank for adducing evidence. But the defendants contended that the present bank

manager had no authority to give evidence in the suit, since he was not the manager at the time of granting loan and also the original of power of attorney was not produced and not attested as per Bankers Book of evidence Act. In **United Bank of India v. Naresh Kumar and others AIR 1997 SC 3** in which it was stated that *"public interest should not be permitted to be defeated on a mere technicality. Dismissal on the ground that the plaint being signed and verified not by competent person is not proper. After Perusing the evidence on record and after taking all circumstances of the case, the court can come to a conclusion that the institution had ratified the act of signing and pleading by its officer"*. The authorisation process are technicalities and a money suit cannot be dismissed for that reason. So that contention of defendants will not stand.

12. PW1 had admitted that when the document Ext. A5 acknowledgment of debt, was executed, he was not the Branch Manager. PW1 further admitted that on 12.05.2014, ₹ 65,698/- (Rupees Sixty Five Thousand Six Hundred and Ninety Eight only) was credited in the loan account. It was paid by the defendants. On 02.03.2018, ₹ 92,490/- (Rupees Ninety Two Thousand Four Hundred and Ninety only) was seen credited to the account. According to PW1, that amount was not paid by the defendants. It was shown so because of changing the category of the loan to Non performing Asset non active loan account.

From the loan account statement Ext. A3, the transaction on 12-05-2014 is Debit/Credit transaction. But on 02-03-2018 it is shown **'Ac X fr fromgl'.** So the statement of PW1 that the entry of amount on 02.03.2018 was not paid by defendant,s is found true. If the amount were paid by defendants it would have recorded credit/Debit Transaction as shown in the entry of 12.05.2014. Moreover the defendant had not mounted the box or produce receipts to show payment made by them. On 31.03.2018, ₹ 6,419/- (Rupee Six Thousand Four Hundred and Nineteen only) is debited in loan account and the manager had deposed that it is the interest for 6 months from 01.10.2017 to 31.03.2018. Earlier bank had produced photocopy of account statement and later produced original. There is difference in entry and PW1 deposed that it was the difference in the print and the original of account statement with S. 65 B certificate is filed by the plaintiff bank. The genuinity of loan account statement is proved by producing S. 65 B Certificate along with statement.

13. The defendants in their written statement had denied the taking of loan by Abdul Azees, the father of defendant No. 2, 3 and 4 and husband of defendant No. 1. They also questioned the interest of agricultural loan. But in Ext. A2, the memorandum of agreement, it can be seen that the interest agreed by Abdul Azeez is 12%. The defendants also contended that Ext. A5 acknowledgment of debt is not signed by them. Ext. A5 is the

acknowledgment of debt and security signed by the legal heirs of the deceased borrower. In that it is seen that defendant No. 2, 3, and 4, the children of borrower Abdul Azees had signed in it on 02.05.2016. Thus they have acknowledged the debt taken by their father. The contention that they had no signed in it is not proved by adducing evidence by defendants.

14. The defendants had not mounted the box and then deny the signature in the acknowledgment of Debt Ext. A5. Mere allegation will not prove their case. The plaintiff had produced the acknowledgment of debt signed by the defendants, dated, 02.05.2016. The suit was filed on 23.03.2019. So the suit is not barred by law of limitation. Though the defendants contended that the acknowledgment of debt is a forged document, they had not adduced any evidence to that effect. Hence the claim of the plaintiff is admitted and they are entitled to recover the above said amount with interest. Thus the suit is decreed with the costs in favour of plaintiff. As Issue No.1 to 3 are found in favour of the Plaintiff, the suit is decreed and plaintiff is entitled to realize the plaint claim as sought for by plaintiff. Normal rule is that the costs of the suit shall follow the event. I find no reason to deviate from the normal rule of costs. Thus defendants are also liable to pay costs of suit to plaintiff.

In the result the suit is decreed with costs as follows :-

1. The plaintiff is entitled to recover, from defendants a sum of Rs. 1,07,012/- (Rupees One Lakh Seven Thousand and Twelve only) with interest of 12% per annum as agreed in the agreement and a penal interest of 2% on the principal amount from the date of institution of the suit till the date of decree and with a future interest of 6% per annum from the date of decree till realization of amount.
2. The defendants are jointly and severally liable to pay the decree amount to plaintiff.
3. The defendants shall pay costs of the suit to the plaintiff.

(Dictated to the confidential Assistant, transcribed and typed by her, and corrected and pronounced by me in open court on this the 31st day of March, 2026.)

Sd/-
Munsiff-Magistrate

APPENDIX

Plaintiff's witness examined:-

PW1	13-03-2026	Jeevan. J. S, aged 35 years, S/o. Janardhanan. C. N, Bank Manager, Mannarkkad.

Plaintiff's exhibits marked:-

A1	07-05-2013	Loan application form.
A2	07-05-2013	Memorandum of agreement executed by defendant in favour of plaintiff.
A3	02-03-2019	Copy of accounts in the name of the deceased Abdul Azees certified under Banker’s book of evidence act.

A4	12-11-2018	Copy of Lawyer notice and Postal receipt.
A4(a)	12-11-2018	Copy of Lawyer notice and Postal receipt.
A4(b)	12-11-2018	Copy of Lawyer notice and Postal receipt.
A4(c)	12-11-2018	Copy of Lawyer notice and Postal receipt.
A4(d)		Unclaimed returned notice 3 nos. with acknowledgement card.
A5	02-05-2016	Acknowledgement of debt.
A6	02-03-2015	Power of attorney executed by Bank in favour of Manager.

Defendants witness examined :- Nil.

Defendants exhibits marked:- Nil.

Court witness examined:- Nil.

Court exhibits marked:- Nil.

Sd/-
Munsiff-Magistrate

//True Copy//

Munsiff-Magistrate

Copied by : Gayathri. M. K
Compared by : Sreehari. P. S

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FAIR/COPY JUDGMENT

O.S:- 58/2019

dated 31.03.2026

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