

**IN THE COURT OF THE MUNSIFF-MAGISTRATE, MANNARKKAD**

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

Thursday, the 12<sup>th</sup> day of March, 2026

(21<sup>st</sup> day of Phalguna, 1947, S.E)

**ORIGINAL SUIT NO. 188/2024**

Union Bank of India, Mannarkkad Branch, represented by it's Branch Manager, Mannarkkad Branch, Mannarkkad Post, Mannarkkad Taluk, Palakkad District.	Plaintiff
Vs.	
Moosa. P. M., aged 60 years, S/o. Muhammed, Proprietor, Bismi Biriyani Centre, Nadamalika Road, Mannarkkad Post, Mannarkkad Taluk, Palakkad District.	Defendant

This suit coming on this the 26<sup>th</sup> day of February, 2026 for hearing before me in the presence of Sri. K. Sasikumar, Advocate for Plaintiff and Defendant called absent set ex parte, and having stood over to this the 12<sup>th</sup> day of March, 2026 for consideration, and this Court delivered the following:-

**J U D G M E N T**

Suit for Realization of Money.

2. The plaint averments are as follows:- The plaintiff Bank is Union Bank of India, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having it's registered Office at Mumbai, and having branches all over India, including one at Mannarkkad Taluk, Palakkad District. The Plaintiff Bank is represented by it's Branch Manager, who is the Principal Officer authorised to represent the Plaintiff Bank to file suits and conduct the litigation on behalf of the Bank.

3. The Defendant applied for a Pradhan Manthri Mudra Yojana Loan for the purpose of the development of his hotel business, on 10-02-2023, and an amount of Rs. 1,00,000/- (Rupees One Lakh only) was sanctioned to him on 10-02-2023 as Loan No. 762706440000053. The Defendant submitted all necessary documents for the security earlier, and in pursuance of that, the Plaintiff Bank sanctioned this loan facility as per the existing terms and conditions of the bank.
  
4. To secure the said loan the Defendant has executed necessary documents in favour of the Plaintiff Bank including Term Loan Agreement (Hypothecation of Movables), General Term Loan Agreement, Promissory Note, Letter of Continuity, Interest Agreement etc., on 10-02-2023, and agreed to repay the said Mudra Loan with a minimum of 10.60% interest at monthly rests, and also assured the due payment and discharge of the loan amount with all relative interest, commission and other banking charges including legal charges and expenses.
  
5. After availing the loan facility the Defendant has not remitted the amount as agreed upon by him despite of several demands made by the Plaintiff Bank, directly and by way of sending registered notices to the Defendant, he failed to observe the stipulations regarding his loan account. Eventhough the

Defendant has executed necessary documents for availing the loan facility, no further actions or payments were done by him and consequently the account was classified as N.P.A. Thereafter the Plaintiff Bank was constrained to send a registered Lawyer Notice to the Defendant, and after accepting the said notice, the Defendant neither sent any reply notice nor he paid the loan amount with interests. Being a Mudra Loan the present rate of interest applicable is 10.80% per annum with monthly rests.

6. Plaintiff Bank is maintaining true and correct accounts regarding the loan transactions, copies of which are produced herewith. As per the account statement of the Mudra Loan account of the Defendant as on 08-10-2024, an amount of Rs. 93,656/- (Rupees Ninety Three Thousand Six Hundred and Fifty Six only) is due and payable by the Defendant. The Plaintiff Bank is entitled to realise the balance amount with contractual rate of interest till realisation with costs and other charges of this suit, and Penal interest also can be charged in the loan account and the capitalization effect thereof has been reversed. The suit is not barred with the provisions of the Limitation Act.
7. Summons was served on the Defendant and they appeared through counsel but he did not appear in court or file written statement and due to that he was heard ex-parte. Thereafter, the Branch Manager of the Plaintiff Bank filed

affidavit in lieu of examination in chief and was examined as PW1 and Exhibit A1 to A9 were marked from the side of the Plaintiff.

8. Heard the learned counsel for the plaintiff. Perused the records.
  
9. Plaintiff was examined as PW1 and Ext. A1 to A9 were marked. PW1 filed an affidavit in lieu of examination in chief which was in tune with the plaintiff averments. The Mudra Loan Application executed by the Defendant dated, 10.02.2023 is marked as Ext. A1. The Demand Promissory Note executed by the Defendant dated, 10.02.2023 is marked as Ext. A2. The Letter of Continuity executed by the Defendant dated, 10.02.2023 is marked as Ext. A3. The term Loan Agreement executed by the Defendant dated, 10.02.2023 is marked as Ext. A4. The Interest Agreement executed by the Defendant dated, 10.02.2023 is marked as Ext. A5. The General Term Loan agreement executed by the Defendant dated, 10.02.2023 is marked as Ext. A6. The Registered Lawyer Notice copy with postal receipt and Acknowledgment card dated, 31.07.2024 is marked as Ext. A7 series 3 Nos. The True Certified Copy of the Mudra Loan Account extract of the defendant dated, 08-10-2024 is marked as Ext. A8. The certificate showing the correctness and the genuinity of the Loan accounts of the defendant dated, 08-10-2024 is marked as Ext. A9.

10. Unchallenged evidence of PW1 coupled with Ext. A1 to A9 prove its case and the plaintiff is entitled to recover an amount of Rs. 93,656/-(Rupees Ninety Three Thousand Six Hundred and Fifty Six only) from the defendant as claimed with interest as per law from the date of the suit till the date of decree of the entire amount and also for a future interest from the defendant. Considering the facts and circumstances of the case, this court finds that the interest @ 10.80% per annum on outstanding amount from the date of suit till the date of decree and future interest @ 6% per annum from the date of decree till realization of amount will serve the ends of justice.

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

1. The plaintiff is entitled to recover an amount of Rs. 93,656/-(Rupees Ninety Three Thousand Six Hundred and Fifty Six only) from the defendant with interest @ 10.80% per annum on the outstanding amount from the date of suit till the date of decree and future interest @ 6% per annum, from the date of decree till the date of realization of amount.
2. The defendant shall pay the costs of the suit to the plaintiff.

(Dictated to the Confdl. Asst., transcribed by her, corrected and pronounced by me in open court on this the 12<sup>th</sup> day of March, 2026.)

Sd/-  
Munsiff-Magistrate

APPENDIXPlaintiff's witness examined:-

PW1 26-02-2026 Sudeepthi. K. P., Aged 32 years, D/o. T. K. Krishnaprasad,  
Bank Manager.

Plaintiff's exhibits marked:-

A1 10-02-2023 Mudra Loan Application executed by the Defendant.  
A2 10-02-2023 Demand Promissory Note executed by the Defendant.  
A3 10-02-2023 Letter of Continuity executed by the Defendant.  
A4 10-02-2023 Term Loan Agreement (Hypothecation of Movables)executed  
by the Defendant.  
A5 10-02-2023 Interest Agreement executed by the Defendant.  
A6 10-02-2023 General Term Loan Agreement executed by the Defendant.  
A7 31-07-2024 Registered Lawyer Notice send by plaintiff counsel for  
plaintiff to the defendant.  
A7(a) 01-08-2024 Acknowledgement Card.  
A7(b) 31-07-2024 Postal receipt.  
A8 08-10-2024 True Certified Copy of the Mudra Loan Account extract of the  
Defendant from 10-02-2023 to 08-10-2024.  
A9 08-10-2024 Certificate showing the correctness and the genuinity of the  
Loan account of the Defendant.

Defendants witness examined:- Nil.

Defendants exhibits marked:- Nil.

Court witness examined:- Nil.

Court exhibits marked:- Nil.

Sd/-  
Munsiff-Magistrate

//True Copy//

Munsiff-Magistrate

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**FAIR/COPY JUDGMENT**

**O.S:- 188/2024**

**dated 12.03.2026**

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