

IN THE COURT OF THE MUNSIFF OF CHITTUR

Present :- Sri. Raphael.E.V., Munsiff, Chittur
Monday the 21st day of October, 2024
29th day of Aswina, 1946 S.E.

ORIGINAL SUIT No: 573/2023

Bank of Baroda, Koduvayur Branch, : Plaintiff
City Towers, Near High School,
Main Road, Koduvayur - 678501
Represented by its Branch Manager,
Deekshith.M, aged 35 years,
S/o.Mani, Koduvayur Branch

Vs.

- 1 Rakhi.R, aged 26 years, : Defendants
D/o.Silomani, H No.2/53,
Parayankulambu, Ethanur Post,
Koduvayur II Village, Chittur -678502
- 2 Silomani, aged 52 years,
W/o.Raveendran, H No.2/53,
Parayankulambu, Ethanur Post,
Koduvayur II Village, Chittur -678502

This suit coming on this day for hearing before me in the presence of Sri.Suresh.G.Nair, Advocate for the plaintiff and defendants called absent set exparte and the court delivered the following:-

J U D G M E N T

Suit for realization of money.

2. Plaint averments in brief are as follows:- The plaintiff bank had sanctioned and

availed to the defendants as borrowers an amount of Rs.3,50,000/- on 9-7-2018 with interest at the rate of 10% per annum facility under the scheme of Education Loan (Studying MBA). The defendants had availed the said facility after executing and delivering the documents. The defendants had executed a demand promissory notes of Rs.3,50,000/- on 12-7-2018 in favour of the plaintiff to repay the loan together with interest at the rate of 10% per annum with yearly rests. Despite the undertaking to repay the loan amount with interest promptly and regularly, the defendants had failed to do so and the account was classified as NPA on 17-5-2022. Even after repeated demands and personal contacts the defendants failed to pay the outstanding amount and close the account and hence the plaintiff bank recalled the loan. Hence the suit.

3. Though summons were served on the defendants, they were called absent and set exparte.

4. To prove the case of the plaintiff, bank Manager was examined as PW1 and she filed affidavit in lieu of chief-examination. The documents produced and marked as Exts.A1 to A10 and the evidence tendered by PW1 stands unchallenged. PW1 reiterated the plaint averments in the examination in chief which stands unchallenged. Hence, the unchallenged evidence of PW1 and the documents marked as Exts.A1 to A10 proves the case of the plaintiff, that the defendants are liable to pay the amount towards promissory note, which was not repaid or discharged the liability on demand. Therefore, I find the

plaintiff to be entitled for the realization of amount. The costs shall follow the event.

Hence, I find that the plaintiff is entitled for the costs of the suit.

In the result,

- 1) The suit is decreed with costs directing the defendants to pay a sum of ₹ 4,92,962.42/- with an interest @ 12 % per annum from the date of the suit till the date of decree and with future interest @ 6% from the date of decree till realization.
- 2) Directing the defendants to pay the costs of this suit to the plaintiff.

Dictated to the Confidential Assistant, transcribed by him, corrected and pronounced by me in open court, this the 21st day of October, 2024.

Munsiff.

Plaintiff's Witness Examined :

PW1 : Radhika.B

Plaintiff's Exhibits :

A1	19-05-2018	:	Educational Loan Application form
A2	09-07-2018	:	Letter of Sanction to the Borrower
A3	12-07-2018	:	Copy of Demand Promissory note
A4	12-07-2018	:	Copy of Agreement

A5	12-07-2018	:	Copy of Declarations-cum-undertakings-cum-Authority
A6	12-05-2021	:	Copy of Letter of Acknowledgement of Debt
A7	03-06-2022	:	Copy of Notice sent by Advocate Suresh.G.Nair
A8		:	Copy of Postal Receipt
A8(a)		:	Copy of Acknowledgement card
A9		:	Copy of Returned Postal Cover
A10	13-12-2023	:	Statement of Accounts for the period from 12-07-2018 to 12-12-2023

Defendants Witness and Exhibits : Nil

Munsiff

Typed by : Sreela.K.S
Compared by : Dhanalakshmi

Fair / Copy of Judgment in
O.S.No.573/2023
Dated : 21/10/2024
