

IN THE COURT OF THE MUNSIFF OF ALATHUR
Present:- Sri.Binu.P., Munsiff, Alathur

Wednesday 25th day of March, 2026
(04th day of Chaithra, 1948 S.E)

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ORIGINAL SUIT No. 459/2025

Grameen Vanitha Nidhi Ltd, 14/2478, Heavenly Pillar,
Near Aiswarya Jewellery, Bus Stand Road Vadakkenchery
desam, Vadakkenchery Village, Alathur Taluk, represented
by its Managing Director Prince Unnikrishnan, aged 35
years, S/o Unnikrishnan, residing at Edukkavu Veedu,
Moolamkode Post, Moolamkode desam, Kizhakkenchery
Village, Alathur Taluk.

Plaintiff

Vs.

Fousiya aged 38 years, W/o Abeeb Rahiman, residing
at Nelliampadam, Kadambidi, Chittilamchery, Melarcode
Village, Alathur Taluk, Palakkad.

Defendant

This suit is coming on 10th day of March, 2026 for final hearing before me in the presence of Sri. Anish C.V., Advocate for plaintiff and defendant was called absent set exparte, and having stood over to this day for consideration and this Court delivered the following.

J U D G M E N T

Suit for recovery of money.

2. The plaint averments, in short, are as follows :

The plaintiff company is registered under the Indian Companies Act. The plaintiff is the managing director of the plaintiff company is authorised to conduct litigation in favour of the company. The plaintiff company is conducting business as per the Company Rules. On 07.09.2024, the defendant availed loan of ₹ 17,000/- for his business purpose from the plaintiff company. The defendant availed the loan by executing a promissory note on 07.09.2024 in favour of the company. After availing the loan the defendant failed to repay the loan amount. In spite of repeated requests made by the plaintiff company, defendant has been avoiding repayment. Therefore, on 20.11.2025 the plaintiff company had caused to sent a lawyer notice to the defendant demanding to pay the loan amount. But the defendant failed to accept the notice. Now the defendant is liable to pay an amount of ₹ 34,351/- to the plaintiff company with interest. Hence the present suit.

3. Defendant was called absent and set ex-parte. The managing director of the company was examined as PW1 and exhibits A1 to A5 were marked. Exhibit A1 is the original promissory note. Exhibit A2 is the copy of the lawyer notice. Exhibit A3 is the postal receipt. Exhibit A4 is the unclaimed cover. Exhibit A5 is the extract of the minutes of the meeting of the Board of Directors of the plaintiff company held on 30.04.2025. PW1 filed proof affidavit in support of his averments in the plaint. The unquestioned testimony of PW1 coupled with exhibits A1 to A5 proves the case of the plaintiff.

In the result, suit is decreed as follows:

1. The defendant shall pay an amount of ₹ 34,609/- (Rupees thirty four thousand six hundred and nine only) with interest at the rate of 9 percent per annum to the plaintiff company personally and out of the assets of the defendant from the date of the suit till the date of decree and thereafter at the rate of 6 percent per annum till realisation.
2. Defendant shall pay costs of the suit.

Dictated to Confidential Assistant, transcribed and typed by him, corrected and pronounced by me in open court on this the 25th day of March, 2026.

Munsiff

APPENDIX:-

Plaintiff's Witness Examined:-

PW1 : Prince Unnikrishnan

Plaintiff's Exhibits Marked:-

A1	07.09.2024	:	Pronote executed by Fousiya in favour of Grameen Vanitha Nidhi Ltd.
A2	20.11.2025	:	Copy of lawyer notice sent by Sri.Anish C.V., Advocate to Plaintiff.
A3	20.11.2025	:	Postal Receipt

A4 03.12.2025 : Unclaimed cover

A5 30.04.2025 : Extract of the minutes of the meeting of the Board of Directors of the plaintiff company held on 30.04.2025.

Defendants Witness & Exhibits :- NIL

Court Witness & Exhibits :- NIL

Munsiff

Fair/Copy of Judgment

in O.S.459/2025

Dated :25.03.2026