

**IN THE COURT OF THE MUNSIF, THIRUVALLA.****Present: Sri. Aravind S.J, Munsiff****Monday the 16<sup>th</sup> day of March, 2026/ 25<sup>st</sup> day of Phalguna, 1947 S.E****OS. No.287/2024.****BETWEEN:**

Bank of Maharashtra, Thiruvalla Branch,  
 Pandan Padavil Building, Anugraha Square,  
 Market Road, Thiruvalla, represented by its  
 Branch Manager, Thiruvalla.

} Plaintiffs

(By Adv.Sunilakumari.P.G & Adv.Swaroop.A.P.)

**AND:**

1. Kings Builders represented by its sole  
 proprietor Reshmi Rajan, Azhethu Vadakkathil,  
 Kattachira, Pallickal P.O, Bharanikkavu,  
 Alappuzha.

} Defendants

2. Mrs.Reshmi Rajan, Azhethu Vadakkathil,  
 Kattachira, Pallickal P.O, Bharanikkavu,  
 Alappuzha - 690503.

(Defendants set exparte.)

This Suit having been finally heard on 30-01-2026 and stood over for consideration on 16-03-2026 and on the same day the court delivered the following:

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

Suit is one for realization of money.

2. Plaint averments in brief are as follows:- The Plaintiff is a body corporate constituted under the banking companies (Acquisition and Transfer of undertaking) Act 1970 having its head office at Lokmangal, 1501, Sivaji Nagar, Pune - 411005 and one of its branches is at Thiruvalla. The 1<sup>st</sup> defendant is a sole proprietary concern and 2<sup>nd</sup> defendant is the sole proprietor of 1<sup>st</sup> defendant who is responsible for the business of 1<sup>st</sup> defendant. 2<sup>nd</sup> defendant conducted KSEB Contract Work under the name and style "Kings Builders". The 2<sup>nd</sup> defendant approached the plaintiff through its

Thiruvalla branch for Cash Credit Facility for the purpose of the said Contract work named 'Kings Builders' and a loan application was submitted on 07-01-2021 to the plaintiff. After necessary enquiries, the plaintiff sanctioned Rs. 10,000/- as cash credit to the 2<sup>nd</sup> defendant. On the same day, the amount was credited to the account of 2<sup>nd</sup> defendant. The 2<sup>nd</sup> defendant executed a demand promissory note and deed of hypothecation for all facilities with respect to the said loan transaction. After availing the Cash Credit Facility, the 2<sup>nd</sup> defendant developed her KSEB Contract work. The 2<sup>nd</sup> defendant hypothecated all her stock and agreed to submit stock statement every month. However, she failed to do so. The 2<sup>nd</sup> defendant willfully violated the terms and conditions of the agreement dated 04-03-2021 and failed to repay the loan amount. The plaintiff requested the defendants several times to repay the amount. The 2<sup>nd</sup> defendant had made irregular payments and thereafter willfully defaulted to repay the amount. Hence the account of the 2<sup>nd</sup> defendant become NPA (Non performing Assets) on 02-10-2023. As the 2<sup>nd</sup> defendant failed to repay the outstanding amount as agreed, the plaintiff issued a registered legal notice to 2<sup>nd</sup> defendant on 16-04-2024. The 2<sup>nd</sup> defendant received the legal notice. However, she did not sent any reply. Defendants are jointly and severally liable to repay Rs. 7,82,266.82/- as on 07-09-2024 towards principal amount, interest thereon at 2.50% p.a above RLLR with monthly rest from the date of hereof till the date of realization. Hence the suit.

3. Summons was duly served on the defendants. There was no appearance or representation for the defendants and thus the defendants were placed ex parte.

4. The plaintiff in the case was examined as PW1 and Ext A1 to A8 were marked.

5. Heard the learned counsel for the plaintiff.

6. The case of the plaintiff is that it is a body corporate constituted under the banking companies (Acquisition and Transfer of undertaking) Act 1970 and that the 1<sup>st</sup> defendant is a sole proprietary concern of which the 2<sup>nd</sup> defendant is the proprietor. It is contended that the 2<sup>nd</sup> defendant approached the plaintiff bank for availing a cash credit facility and a loan application was submitted on 07-01-2021. It is the case of the plaintiff that the plaintiff had sanctioned an amount of Rs. 10,00,000/- as cash credit to the defendants and that the defendants willfully failed to repay the amount and that an amount of Rs. 7,72,266.82/- is due to the plaintiff from the defendants.

7. In order to substantiate its contentions, the Manager of the plaintiff in the case was examined as PW1. Ext. A1 is the copy of minutes of the meeting of the board of directors designating the Zonal managers, deputy Zonal managers and all branch heads to act as principal officers as per O. 29 of the Code of Civil Procedure and to initiate and prosecute litigations for and on behalf of the bank. Ext. A2 is the loan application form executed by the 2<sup>nd</sup> defendant in favour of the plaintiff bank seeking cash credit facility to the tune of Rs. 10,00,000/-. Ext. A3 is the sanction letter issued by the plaintiff bank to the defendants disclosing that an amount of Rs. 10,00,000/- was sanctioned based on the loan application dated 07-01-2021. Ext. A4 is the deed of hypothecation executed between the plaintiff and the defendants. Ext. A2 to A4 would show that the defendants have obtained a cash credit facility to the tune of Rs. 10,00,000/- from the plaintiff bank.

8. Ext A5 is the office copy of Advocate Notice issued by the plaintiff to the defendants intimating the factum of non payment of

the amount and seeking repayment of the amount. Ext A6 is its postal receipt and Ext A7 is the demand promissory note executed by the 2<sup>nd</sup> defendant as the proprietor of the 1<sup>st</sup> defendant concern with respect to the aforesaid loan transaction. Ext. A8 is the statement of account with the necessary certificate which would show that an amount of Rs. 7,82,266.82/- is due from the defendants. PW1 had deposed that the defendants have not repaid the amount so far. At present there is nothing to disbelieve the testimony of PW1. Therefore this court is of the opinion that the plaintiff is entitled to realize an amount of ₹ 7,82,266.82/-.

9. The plaintiff has sought for interest @ 9.4% p.a. In **Central Bank of India Vs. Ravindra, (AIR 2001 SC 3095)**, the Hon'ble Supreme Court has held that *"Award of interest pendente lite and post decree is discretionary with the court as it is essentially governed by Section 34 of the C.P.C denotes the contract between the parties. In a given case if the Court find that in the principal sum adjudged on the date of the suit the component of interest is disproportionate with the component of the principal sum actually advanced the court may exercise it's discretion in awarding interest pendente lite and post decree at a lower rate or may even decline awarding such interest. The discretion shall be exercised fairly, judiciously and for reasons and not in an arbitrary or fanciful manner"*.

10. Considering the fact that the interest component has become disproportionate to the loan transaction, this court is of the opinion that the post suit interest need be at 9% per annum. Therefore this court is of the opinion that the plaintiff is entitled to realize the amount of Rs. 7,82,266.82/- with interest @ 9.4% from the date of suit till date of decree and thereafter @ 6% p.a from the date of decree till the date of actual realization of the amount from the

defendants. The general rule is that costs shall follow the event. This court finds no reason to deviate from the said rule. Hence the plaintiff is entitled to the costs of the suit as well.

**In the result, the suit is decreed as follows: -**

- (1) The plaintiff is entitled to realize an amount of ₹7,82,266.82/- from the defendants @ 9.4% from the date of suit till date of decree and thereafter @ 6% p.a from the date of decree till the date of actual realization of the amount from the defendant.**
- (2) Plaintiff is entitled to realize the costs of the suit as well.**

Dictated to the Confidential Assistant, transcribed and typed by her, corrected and pronounced by me in open court on this the 16<sup>th</sup> day of March, 2026.

Sd/-  
**ARAVIND S.J.,**  
**MUNSIFF**

**APPENDIX**

**Exhibits marked for the Plaintiff:**

1. Ext.A1 22-03-2022 Copy of minutes of the meeting of the Board of Directors.
2. Ext.A2 07-01-2021 Loan application form Pradhan Mantri Mudra Yojana executed by the 2<sup>nd</sup> defendant.
3. Ext.A3 04-03-2021 Loan sanction letter of Bank of Maharashtra, Thiruvalla.
4. Ext.A4 --- Deed of Hypothecation for all facilities executed between plaintiff and defendant.
5. Ext.A5 16-04-2024 Office copy of Advocate notice.
6. Ext.A6 17-04-2024 Postal receipt No.890010774.

7. Ext.A7 04-03-2021 Demand Promissory note executed by the 2<sup>nd</sup> defendant.
8. Ext.A8 --- Statement of Account of Account No.60382057782 of Bank of Maharashtra, Thiruvalla.

**Witnesses Examined for the Plaintiff:**

PW1 - Aswathy Ajith

Id/-  
**MUNSIFF**

Copied by:Ajith.G  
Compared by:

Copy of Judgment in  
**OS. No.287/2024.**  
Dated 16-03-2026.