

IN THE COURT OF THE MUNSIFF, IRINJALAKUDA
Present: Sri. Eldos Mathew., Principal Munsiff
Thursday, 4th day of June 2026/14th Jyeshta, 1948

O.S.No. 105/2024

Plaintiffs:-

1. Leela, 81 years, W/o Ambadath Krishnankutty,
Kannikkara Desom, Thazhekkad Village,
Kaduppassery P.O, Chalakudy Taluk. Pin- 680 683.
2. Jalaja, 56 years, D/o Ambadath Krishnankutty and
W/o Variyath Unnikrishnan, Muriyad Village, Desom
and P.O, Mukundapuram Taluk. Pin- 680683.
3. Sheeba Suresh, 52 years, W/o D/o Ambadath Krishnankutty
and W/o Koovakattil Suresh, Thazhekkad Village, Desom
and P.O, Chalakudy Taluk.
By Advs. Cletus Thttappilly, Indu Murali & Chithira

Defendants:-

1. Sivan @ Sivadasan, 54 years, S/o Mukkampilly Maman,
Puthukkavu Desom, Kodakara Village and P.O,
Chalakudy Taluk. Pin- 680 684.
2. Ramya, 37 years, W/o Mukkampilly Sivan @ Sivadasan,
Puthukkavu Desom, Kodakara Village and P.O,
Chalakudy Taluk. Pin- 680 684.
By Adv. A. A. Biju

This suit is coming on this day for hearing and the court delivered the following:-

JUDGMENT

Suit for money

2. Plaintiffs' case:- Plaintiffs and defendants are relatives. Plaintiffs 2 and 3 are daughters of 1st plaintiff. The 1st defendant is the nephew of the 1st plaintiff and 2nd defendant is the wife of 1st defendant.

3. Defendants had borrowed a total amount of Rs.3,000,00/- from the 1st plaintiff on various occasions with a promise to refund the same whenever she demands. But the defendants, despite demands, did not return the amount for one reason or the other. Hence, 1st plaintiff filed a complaint before the Aloor Police. Thereupon, the dispute between plaintiffs and defendants was amicably settled by the mediators and relatives and an agreement was entered into between 1st plaintiff and defendants on 04.04.2023, agreeing that the defendants would pay Rs.2,00,000/- to 1st plaintiff within two months from the date of agreement. As the defendants could not pay the amount before that date, on 18.06.2023, they entered into another agreement extending the payment of amount by 7 months. As the defendants

again failed to pay the amount, 1st plaintiff issued a notice dated 09.01.2024 demanding the defendants to pay the aforesaid amount with interest. The defendants received the notice and sent a reply raising untenable and unsustainable contentions, but failed to repay the amount. Plaintiffs are entitled to get Rs.2,20,000/- from the defendants. Hence the suit.

4. **Defendants' case:-** On receipt of notice, defendants entered appearance and filed written statement denying the entire plaint averments. According to them, first plaintiff has no financial capacity to pay Rs.3,00,000/- to them and plaintiff did not state the date on which the amount given to them. The plaintiffs have no cause of action against defendants. The defendants contend that, when the husband of the 1st plaintiff, Ambadath Krishnankutty, sold his property, he had entrusted an amount of Rs.1,00,000/- with the 1st defendant for meeting his treatment expenses. It is further contended that the 1st defendant properly cared for and treated Krishnankutty till his death and had incurred expenses exceeding Rs.2,00,000/- towards his treatment. According to the defendants, the complaint was filed by the plaintiffs due to misunderstanding, and the documents were created by

influencing the police and by threatening the defendants. Hence, they pray for dismissal of the suit.

5. Based on the rival pleadings and submissions, the following issues were framed for consideration:

1. Has the defendant executed an agreement on 04.04.2023 as alleged?
2. Is the plaintiff entitled to get a decree for the realisation of the suit amount?
3. What is the rate of interest?
4. What is the order as to costs?

6. The evidence consists of oral testimonies of PW1 to PW4; DW1 and documentary evidences of Ext.A1 to A5; B1 to B8.

7. Heard both sides.

8. **Issue Nos.1-4:-** This suit is filed for realization of Rs.2,00,000/- from the date of agreement dated 04.04.2023 from the defendants. The agreement is produced and marked as Ext.A1. As per the agreement, the due amount has to be repaid by the 2nd party (1st defendant) within two months ie. on or before 04.6.2023. Subsequently, they executed Ext.A2 agreement by which the term of two months was further extended for 7 months, ie., till 04.01.2024.

Even thereafter, the defendant has failed to pay the amount and therefore, plaintiff caused to issue Ext.A3 demand notice dated 09.01.2024 to him ensued by this suit.

9. The prayer in the suit is to pass a decree based on the Ext.A1 agreement dated 04.04.2023. It has to be considered in conjunction with Ext.A2 agreement. The financial transaction covered by Ext.A1 document was between 1st plaintiff and 1st defendant, and both are the parties to this agreement. As we know, the execution of a document is established by proving the handwriting or signature in the document as envisaged Section 65 of the Bharatiya Sakshya Adhinyam, 2023 (BSA) either by adducing direct or indirect evidence. But 1st plaintiff did not mount the box to prove the Ext.A1, A2 documents. So the attesting witnesses were examined as PW2 and PW3 for the purpose of proving these two documents.

10. In the proof affidavits filed by PW2 and PW3, there is absolutely no specific averment that Ext.A1 agreement was executed in their presence or that they had witnessed the defendant affixing his signature therein. Neither witness has deposed that he identified the handwriting or signature of the defendant in Ext.A1 or Ext.A2. Further,

the documents were not specifically shown to or confronted with the witnesses during their examination for the purpose of proving the handwriting or signature of the defendant in accordance with law. Consequently, there is no legally admissible evidence on record to establish that the defendant had signed Ext.A1 or Ext.A2 in the presence of PW2 and PW3, or that they had actually seen the defendant executing the said documents. Hence, the execution of Ext.A1 and Ext.A2 by the defendants remains as not proved.

11. The consistent defence case throughout has been that Ext.A1 and Ext.A2 were brought into existence under coercion and compulsion at the Aloor Police Station. However, when the 1st defendant was examined as DW1, and Ext.A1 and Ext.A2 were specifically confronted to him during cross-examination, he categorically denied the signatures appearing therein as his own. In such circumstances, the burden squarely lay upon the plaintiff to prove due execution of the documents in the manner known to law. As already discussed, no satisfactory or legally admissible evidence has been forthcoming to establish the handwriting or signature of the defendant in Ext.A1 and Ext.A2.

12. Moreover, Ext.A2 is seen engrossed on a stamp paper admittedly purchased only on 19.06.2023, whereas the document purports to have been executed on 18.06.2023. The very recital regarding the date of execution, therefore, becomes inherently doubtful and probalises the contention that the document was subsequently prepared and ante-dated. A document cannot ordinarily be executed on a stamp paper purchased on a later date, unless a satisfactory explanation is forthcoming from the party relying upon it. No such explanation has been offered in the present case. It is a settled principle that where suspicious circumstances surround the execution of a document, the burden lies heavily upon the propounder to dispel such suspicion by cogent and legally admissible evidence. In the present case, the ante-dating of Ext.A2, coupled with the categorical denial of its signature and contents by the defendant, materially affects its evidentiary value and casts serious doubt on the veracity and authenticity of the recitals contained therein. Consequently, it would be unsafe to place reliance upon Ext.A2 in the absence of satisfactory proof regarding its execution and contents.

13. With respect to the preparation of Ext.A1 and Ext.A2, the specific version of PW1 is that the purchase of the stamp papers as well as the preparation of both documents were undertaken by the 1st defendant, Sivan himself. However, Ext.B1 and Ext.B2 medical records indicate that the 1st defendant was undergoing treatment for mono arthritis affecting his left knee during the relevant period. Ext.B2 medical report dated 24.05.2023 specifically records that he was bedridden due to the said ailment. Further, Ext.B4 and Ext.B5 documents reveal that he subsequently underwent surgery in connection with the said disease on 22.06.2023. These contemporaneous medical records probalilise the defence case regarding his physical incapacity during the relevant period and cast serious doubt on the plaintiff's version that the 1st defendant had personally purchased the stamp papers and prepared Ext.A1 and Ext.A2 documents.

14. There are also material lapses and omissions in the testimony of PW1, which assume significance when considered along with the aforementioned suspicious circumstances. Admittedly, the alleged creditor in the present case is the 1st plaintiff. The evidence of PW1,

PW2 and PW4 would indicate that she is alive, mentally alert and possessed of sound memory and understanding. In such circumstances, no satisfactory or convincing explanation has been offered by the plaintiffs for withholding her from the witness box. The non-examination of the 1st plaintiff, who is the best person to speak about the alleged transaction, therefore gives rise to an adverse inference against the plaintiffs u/s.119(g) of the Bharatiya Sakshya Adhiniyam, 2023.

15. Further, PW1 deposed that the suit was filed for recovery of Rs.3,00,000/- and, even when confronted with the averments in the plaint, she asserted that the agreement was executed for obtaining Rs.3,00,000/-. This version appears inconsistent with the pleadings. Significantly, the reply notice allegedly issued by the defendant, marked as Ext.B6, has been conspicuously withheld by the plaintiffs for reasons best known to them. The suppression of a material document, which could have thrown light on the true nature of the transaction and the rival contentions of the parties, also casts serious doubt on the bona fides of the plaintiffs' case.

16. In the light of the foregoing circumstances, this Court finds that the plaintiffs have failed to prove the due execution and genuineness of Ext.A1 and Ext.A2 in accordance with law. The evidence adduced on the side of the plaintiffs is fraught with material inconsistencies, omissions and suspicious circumstances, which remain unexplained. On the other hand, the defence version appears probable in the facts and circumstances of the case. Consequently, the plaintiffs are not entitled to the reliefs sought for. Thus issues are answered against the plaintiffs.

In the result, suit stands dismissed. No order as to costs.

(Dictated to the Confidential Assistant, transcribed and typed by him, corrected and revised by me and pronounced in open court on this the 4th day of June, 2026)

Sd/-
Eldos Mathew,
Principal Munsiff

A P P E N D I X:-

Plaintiffs Witness:-

PW1	06.01.2026	Sheeba
PW2	07.01.2026	Jalaja
PW3	12.01.2026	Unnikrishnan
PW4	12.01.2026	Suresh

Plaintiffs Exhibits:-

A1 04.04.2023 Karar
A2 18.06.2023 Karar
A3 09.01.2024 Copy of lawyer notice
A4 Postal receipt
A5 Postal receipts

Defendants Witness:-

DW1 27.01.2026 Sivadasan

Defendants Exhibits:-

B1 16.05.2023 Discharge Summary
B2 24.05.2023 Letter
B3 24.05.2023 RNTCP TB Identity Card
B4 22.06.2023 Discharge Card from Medical College Hospital
Thrissur.
B5 15.07.2023 Discharge Card from Medical College Hospital
Thrissur.
B6 01.02.2024 Copy of reply notice
B7 Postal receipt
B8 29.04.2024 Medical prescription

Sd/-

Principal Munsiff

//True copy//

Principal Munsiff

Judgment in OS 105/2024
Dated. 04.06.2026