

**IN THE COURT OF THE MUNSIFF, IRINJALAKUDA**  
**Present: Smt. Abeena C. H., Additional Munsiff**  
**Saturday, 28<sup>th</sup> day of March 2026/7<sup>th</sup> Chaithra, 1948**

**O.S. No. 144/2023**

**Plaintiff:-**

The South Indian Bank Ltd., Chengaloor Branch,  
Mount Carmel Church Building, Chengaloor Village  
and P.O, Thrissur District. Pin- 680 312. Rep. by  
Branch Manager, Sri. Sanil Sebastian, 35 years,  
S/o Bastian Joseph, residing at Building No. 159E,  
Chengaloor P.O, Thrissur District. Pin- 680312.  
By Adv. Finy P. D

**Defendants:-**

1. Sri. Paulson T. V, 61 years, S/o Varunny, Thekkoodan House, Maravanchery, Chengaloor Village and P.O, Thrissur District. Pin- 680 312.
2. Smt. Raji Paulose, 56 years, W/o Paulson T. V, Thekkoodan House, Maravanchery, Chengaloor Village and P.O, Thrissur District. Pin- 680 312.
2. Amrutha Paul, 27 years, D/o Paulson T. V, Thekkoodan House, Maravanchery, Chengaloor Village and P.O, Thrissur District. Pin- 680 312.  
By Adv. M. P. Justeena (Exparte)

This suit coming on 16.03.2026 for hearing and the court on 28.03.2026 delivered the following:-

**JUDGMENT**

1. The suit is for realization of money.
2. **The plaintiff has the following case:-** Plaintiff is a banking company registered under The Companies Act, 1913 with its

head office at Thrissur, having one of its Regional Office at Irinjalakuda and having one of its branch at Chengaloor, represented by its Branch Manager. On 12.12.2011, defendants had availed a loan of Rs.2,50,000/- (Rupees two lakh and fifty thousand only) from the plaintiff bank Chengaloor branch for the educational purpose of 3<sup>rd</sup> defendant as per existing terms and conditions of the plaintiff bank. On 12.12.2011, the defendants have executed an educational loan agreement in favour of the plaintiff bank agreeing to repay the loan amount in compliance with the terms and conditions of credit facility. On attaining majority, 3<sup>rd</sup> defendant has given a letter dated 16.07.2014, accepting the terms and conditions of the loan, liability and undertaking to discharge the same. The defendants have also agreed to pay penal interest, service charges and other incidental charges as per the terms of the agreement including general terms and conditions executed by the defendants. The defendants have acknowledged the debts on 16.07.2014, 28.03.2017 and 03.03.2020 respectively. After availing loan from the plaintiff bank, the defendants committed default in making repayment of the balance amount. Even after several demands including a lawyer notice, defendants did not repay the amount. Plaintiff is entitled to get Rs.3,01,488.17/-, which is

the defaulted amount. Plaintiff wants to realize the said amount. Hence this suit.

3. Summons served on the defendants. Defendants entered appearance and filed written statement traversing the averments in the plaint. Thereafter, court framed the following issues.

- 1) Whether plaintiff entitled to realize money as prayed for?
- 2) Reliefs and costs?

4. The case was included in the special list. When the case was listed for trial, defendants remained absent and no evidence was adduced by them. Hence, the suit proceeded ex parte against the defendants.

5. Plaintiff was examined as PW1. He filed affidavit in lieu of examination in chief. Exts.A1 to A7 were marked. Ext.A1 is the sanction intimation letter dated 12.12.2011. Ext.A2 is the educational loan agreement dated 12.12.2011. Ext.A3 series are the acknowledgment of debts dated 16.07.2014, 28.03.2017, 03.03.2020. Ext.A4 is the letter from the 3<sup>rd</sup> defendant dated 16.07.2014. Ext.A5 is the copy of registered notice dated 15.04.2021. Ext.A6 is the postal acknowledgment card of 1<sup>st</sup> defendant. Ext.A7 is the copy of account statement. The evidence adduced by the plaintiff remains unrebutted.

6. On perusing the documents and considering the evidence adduced by PW1, I am satisfied that the plaintiff bank have succeeded in proving their case. Hence, the plaintiff bank is entitled for the relief sought for. Hence the suit is decreed as follows:-

- i. Plaintiff is entitled to realize a sum of Rs.3,01,488.17/- (Rupees three lakh one thousand four hundred eighty eight and seventeen paise only) and interest at the rate of 12% per annum on the principal amount from the date of suit till the date of decree and thereafter, 6% per annum till realization from defendants and their assets.
- ii. Plaintiff is entitled for costs of the suit.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in open court on this the 28<sup>th</sup> day of March, 2026).

Sd/-

**Abeena C. H**  
**Additional Munsiff**

### **A P P E N D I X**

**Plaintiff's Witness:-**

PW1 16.03.2026 Sajeew Sebastian

**Plaintiffs Exhibits :**

A1 12.12.2011 Sanction intimation letter

A2 12.12.2011 Educational loan agreement

A3	Series	Acknowledgment of debts
A4	16.07.2014	Letter
A5	15.04.2021	Copy of registered notice
A6		Postal acknowledgment card
A7		Copy of account statement

Sd/-  
**Additional Munsiff**

**//True copy//**

**Additional Munsiff**

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Judgment in OS144/2023  
Dated. 28.03.2026