

IN THE COURT OF THE MUNSIFF OF CHAVAKKAD

PRESENT:- Dr. Aswathy Asok., Munsiff

Monday, the 16th day of March, 2026/25th Phalgunam, 1947 SE**O.S. 33/2026****Plaintiff:-**

Sree Parambanthalli Sivasakthi Nidhi Limited, Thanaveedhi Road, Mullassery P.O., Chavakkad Taluk, Represented by Managing Director Velayudhan, Aged 70 Yrs, S/o Vellakulavan Veettil Velu, Mullassery Village, Thalikulam Desom, Chavakkad Taluk.

(By Adv. K.K. Sindhu, Adv. Harikrishnan.V.A. & Adv. Krishnendu.V.B.)

Defendant:-

Aarifa, Aged 42 Yrs, W/o Rayamarakkar Veettil Shahul, Padoor Desom and P.O., Vengidangu Village, Chavakkad Taluk, PIN 680 524.

(Exparte)

This suit is coming on 12/03/2026 for hearing, the court delivered the following:-

J U D G M E N T

Suit for realisation of money.

2. **The averments in plaint, in brief, are as follows:-** The plaintiff is the Parambanthali Sivasakthi Nidhi Ltd. The defendant borrowed an amount of Rs.1,60,000/- from the plaintiff company on 25.07.2022. She executed a consent letter in favour of the plaintiff on the same date towards security to the amount borrowed agreeing to repay the amount within one year with interest at the rate of 19% interest.

Thereafter the defendant defaulted to pay the amount. The defendant made the repayment up to 02.06.2023 and thereafter defaulted the remaining instalments. The duration of consent letter was terminated on 28.07.2023. The defendant is liable to pay the balance amount due to the plaintiff. Though the plaintiff demanded the defendants to pay the said amount, it did not invoke any response. Hence the suit.

3. Defendant remained absent and was set ex-parte.

4. On the side of the plaintiff, Managing Director was examined as PW1 and Exts.A1 and A2 were marked.

5. Heard the plaintiff and perused the documents.

6. The plaintiff seeks for realization of loan amount. To prove the case of the plaintiff the Managing Director of plaintiff company was examined as PW1. In the affidavit filed in lieu of examination in chief he had reiterated the entire contentions put forward in the plaint. The entire evidence of the plaintiff remained unchallenged. The evidence of PW1 coupled with Exts.A1 and A2 proves the case of the plaintiff. But the plaintiff had levied interest at the rate of 19% per annum which I am of the opinion that plaintiff is not entitled to levy. The plaintiff is only entitled to levy interest at the rate of 12% per annum. Hence the plaintiff is entitled for a decree as prayed for.

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

1. Defendant is directed to pay an amount of Rs.69,809/- (Rupees Sixty nine thousand eight hundred and nine only) with interest @

12% per annum from the date of suit till the date of decree and thereafter @ 6% per annum till the date of realisation.

2. Defendant is also directed to pay costs of the suit to plaintiff.

(Pronounced by me in Open Court this the 16th day of March, 2026.)

Sd/-
Dr. Aswathy Asok
Munsiff, Chavakkad.

APPENDIX:-

Plaintiff's Witnesses:-

PW1 -12/03/2026 -Velayudhan.V.V.

Plaintiff's Exhibits:-

A1 -25/07/2022 - Consent letter.

A2 -17/12/2025 - Statement Original.

Other Exhibits & Witnesses: - Nil

Id/-

Id/-
Munsiff, Chavakkad.

cg /// True copy ///

Munsiff, Chavakkad.

