

IN THE COURT OF THE MUNSIFF OF CHAVAKKAD

PRESENT:- Dr. Aswathy Asok., Munsiff

Wednesday, the 18th day of March, 2026/ 27th Phalgunam , 1947 SEO.S.229/2021Plaintiff:-

Subitha Leasing Company Limited, Komath Building, M.O.Road,
Kunnamkulam, Represented by Managing Director, Jiju Tharakan,
Aged 52 Yrs, S/o Kuriappan, Choondal P.O., Kunnamkulam Taluk.

(By Adv. T D David)

Defendants:-

1. Sairabanu, Aged 38 Yrs, W/o Vattaparambil Mujeeb Rahman,
Cheruthuruthi Village, Desom and P.O., Thalappilly Taluk,
PIN 679 531.
2. Vijayan, Aged 43 Yrs, S/o Karuvanpurakkal Velayudhan, Nedumbura
Village, Pallam P.O., Pallikkal Desom, Thalappilly Taluk, PIN 679 531.
3. Shajahan, Aged 43 Yrs, S/o Mecherikunnath Saithu Haji,
Cheruthuruthi Village, P.O. and Desom, Thalappilly Taluk,
PIN 679 531.
4. Sharmmila, Aged 34 Yrs, W/o Kavukkottil Janardhanan, Nagalassery
Village and Desom, Thekkevavannur P.O., Pattambi Taluk, PIN 679 533.

(Exparte)

This suit is coming on 16/03/2026 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 Subitha Leasing Company Ltd. The defendants borrowed an amount of Rs.30,000/-

from the plaintiff company on 23.11.2019. They executed a promissory note in favour of the plaintiff on the same date towards security to the amount borrowed. The defendants defaulted to pay the amount. They are liable to pay the loan amount with interest at the rate of 24%. The defendants have only paid Rs.8,451/- to the loan amount with interest of Rs.1,949/- to the plaintiff on 14.03.2020. The defendants are jointly and severally liable to pay the balance amount due to the plaintiff. On 04.12.2020 though the plaintiff demanded the defendants to pay the said amount through registered lawyer notice it did not invoke any response. Hence the suit.

3. Defendants remained absent and were set ex-parte.

4. On the side of the plaintiff, Asst. Manager was examined as PW1 and Exts.A1 to A4 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 Asst. Manager 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 to A4 proves the case of the plaintiff. But the plaintiff had levied interest at the rate of 24% 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. Defendants are directed to pay to plaintiff jointly and severally an amount of Rs.21,549/- (Rupees Twenty one thousand five hundred and forty nine only) with interest @ 12% per annum from 15.03.2020 till the date of decree and thereafter @ 6% per annum till the date of realisation.
2. Defendants are also directed to pay costs of the suit to plaintiff.

(Pronounced by me in Open Court this the 18th day of March, 2026.)

Dr. Aswathy Asok
Munsiff, Chavakkad.

A P P E N D I X

Plaintiff's Witnesses:-

PW1 -16/03/2026 -Sano Lona. A

Plaintiff's Exhibits:-

A1 -23/11/2019 - Promissory note.

A2(series) - Copy of lawyer notice, Postal receipts., A/D Cards &
Returned postal cover

A3 -11/10/2025 - True Extract copy of resolution

A4 -21/10/2025 -Certified copy of deed of Power of attorney

Other Exhibits & Witnesses: - Nil

Munsiff, Chavakkad.

Judgment OS 229/2021
dt 18/3/2026