

IN THE COURT OF THE MUNSIFF OF CHAVAKKAD
PRESENT:- Dr. Aswathy Asok., Munsiff
Friday, the 27th day of January, 2026/ 06th Chaithram 1948 SE

O.S.683/2024

Plaintiffs:-

1. Brahmakulam St. Thomas Church Welfare Society, Brahmakulam Desom, Thaikkad Amsom, Chavakkad Taluk Represented by Vice President Gabriyel, Aged 70 Yrs, S/o Pulikkottil Mammayiparambil Kuriyakku, Thaikkad Amsom and Desom, Chavakkad Taluk.
2. Brahmakulam St. Thomas Church Welfare Society, Brahmakulam Desom, Thaikkad Amsom, Chavakkad Taluk Represented by Secretary Kuriyakose, Aged 60 Yrs, S/o Aloor Ouseph, Thaikkad Amsom and Desom, Chavakkad Taluk.

(By Adv. K. Radhakrishnan)

Defendants:-

1. Saleena, Aged 35 Yrs, W/o Vettuvalappil Abdul Rasak, Perumbilavu Village, Desom and P.O., Thalappilly Taluk, PIN 680 519.
2. Abdul Rasak, Aged 44 Yrs, S/o Vettuvalappil Abdullakutty, Perumbilavu Village, Desom and P.O., Thalappilly Taluk, PIN 680 519 Represented by Power of Attorney Holder Saleena, Aged 35 Yrs, W/o Vettuvalappil Abdul Rasak, Perumbilavu Village, Desom and P.O., Thalappilly Taluk, PIN 680 519.

(Exparte)

This suit is coming on 25/03/2026 for hearing, the court delivered the following:-

J U D G M E N T

Suit is one for recovery of money.

2. **Plaint averments, in brief, are as follows:-** Plaintiff is the Brahmakulam St.Thomas Church Welfare Society having its branch at Faridabad. The 1st defendant subscribed two tickets as per nos.172 and 427 in the kuri bearing

No.FB-35 for a sala value of Rs.3,35,000/- at the rate of Rs.2,500/- as instalment on 16.07.2011. The 1st defendant auctioned the kuri and received the amount. The 2nd defendant is the surety. The defendants executed a mortgage deed in favour of the plaintiff company on 09.02.2012. The defendants only paid 46 instalments and committed default in the payment of remaining instalments. In case of default the defendants are liable to pay the interest at the rate of 12% per annum on the principal amount. Subsequently plaintiff filed a suit as O.S.948/2018 for recovering the amount of 39 instalments. Thereafter also the defendants failed to pay the remaining instalments. Hence the suit.

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

4. On the side of the plaintiff, Manager was examined as PW1 and Exts.A1 to A4 were marked. Heard the plaintiff.

5. The plaintiff seeks for realisation of defaulted chitty amount. To prove the case of the plaintiff the Manager of the plaintiff company was examined as PW1. In the affidavit filed in lieu of examination in chief PW1 has reiterated the entire contentions put forward in the plaint. The entire evidence of the plaintiff remained unchallenged. On going through the evidence of PW1 coupled with Exts.A1 to A4, I am of the opinion that the plaintiff is successful in establishing the case projected in the plaint. There is nothing to doubt the case put forth in the plaint. Therefore, the case of the plaintiff stands proved and the plaintiff is entitled to get 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.2,12,431/- (Rupees Two lakh twelve thousand four hundred and thirty one only) with interest @ 12% per annum from the date of suit till the date of decree and thereafter with interest at 6% per annum on the principal amount of Rs.1,22,500/- till the date of realisation.
2. That on such payment with interest and costs, the plaintiff shall bring into court all documents in its possession or power relating to the mortgaged property shown in the plaint and all such documents shall be delivered over to the defendant free from encumbrance.
3. It is further ordered and decreed that, in default of payment as aforesaid, the mortgaged property described in the plaint schedule or a sufficient part thereof, be sold and that for the purpose of such sale, the plaintiff shall produce before the court or such Officer it appoints all documents in their possession or power relating to the mortgaged property.
4. And it is hereby further ordered and decreed that money realised by such sale shall be paid into court and shall be duly applied (after deducting there from the expenses of the sale) in

payment of the amount payable to the plaintiff under this decree and that the balance, if any, shall be paid to the defendants with respect to their property.

5. And it is hereby further ordered and decreed that if the money realised by such sale shall not be sufficient for payment in full of the amount payable to the plaintiff as aforesaid, the balance be paid by the defendants personally.
6. Defendants are also directed to pay costs of the suit to plaintiff.

(Pronounced by me in open court, on this the 27th day of March, 2026)

Sd/-

Dr. Aswathy Asok
Munsiff, Chavakkad.

APPENDIX

Plaintiff's Witnesses:-

PW1 -25/03/2026 - Jophy.K.J.

Plaintiff's Exhibits:-

A1	-09/12/2012	- Mortgage Deed no. 407/2012 of SRO Akkikavu
A2	-21/05/2018	- Copy of lawyer notice
A3	-----	-Certified copy of power of attorney
A4	-13/03/2023	-True copy of resolution

Other Witnesses and Exhibits:- NIL

Id/-

Munsiff, Chavakkad

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/// True Copy ///

Munsiff, Chavakkad

