

IN THE COURT OF THE MUNSIFF OF CHAVAKKAD

PRESENT:- Dr. Aswathy Asok., Munsiff

Thursday, the 26th day of March, 2026/05th Chaithram, 1948 SEO.S.752/2023Plaintiff:-

Keram Chits and Loans Private Limited, Guruvayur Amsom and Desom, Chavakkad Taluk Represented by Managing Director.

(By Adv. K. Radhakrishnan)

Defendants:-

1. Yamuna, Aged 52 Yrs, W/o Parambi Hareesh, Peruvan Kulangara Desom, Marathakkara Village, P.O. Ollur, Thrissur Taluk, PIN 680 306.
2. Devaki, Aged 74 Yrs, W/o Paramu @ Parameswaran, Kurichikkara Village, Ponganamkad Desom, Ollur P.O., Thrissur Taluk, PIN 680 306.
3. Nimisha, Aged 26 Yrs, D/o Parambi Hareesh, Marathakkara Village, Peruvan Kulangara Desom, Ollur P.O., Thrissur Taluk, PIN 680 306.
4. Nishanth, Aged 28 Yrs, S/o Parambi Hareesh, Marathakkara Village, Peruvan Kulangara Desom, Ollur P.O., Thrissur Taluk, PIN 680 306.
5. Sreenidhin, Aged 21 Yrs, S/o Parambi Hareesh, Marathakkara Village, Peruvan Kulangara Desom, Ollur P.O., Thrissur Taluk, PIN 680 306.

(Exparte)

This suit is coming on 24/03/2026 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 Keram Chits and

Loans Pvt. Ltd having its branch at Faridabad. One Hareesh, the husband of defendant no.1, son of defendant no.2 and father of defendants no.3 to 5, subscribed a kuri bearing No.KM-56 for a sala value of Rs.10,80,000/- at the rate of Rs.9,000/- as instalment on 15.02.2012. Hareesh auctioned the chitty and received the amount. On 20.11.2012, Hareesh and the defendants no.1 and 2 executed a chitty agreement. Hareesh died thereafter. The defendants only paid 52 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 745/2019 for recovering the amount of 36 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 PW1 was examined and Exts.A1 and A2 were marked.

5. Heard the counsel for the plaintiff and perused documents.

6. The plaintiff seeks for realisation of defaulted chitty amount. To prove the case of the plaintiff the Chairman 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 and A2, 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.2,20,000/- (Rupees Two lakh and twenty thousand 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.1,62,000/- till the date of realisation.

2. Defendants are also directed to pay costs of the suit to plaintiff.

(Pronounced by me in open court, on this the 26th day of March, 2026)

Sd/-
Dr.Aswathy Asok.,
Munsiff, Chavakkad.

APPENDIX:

Plaintiff's Witnesses:-

PW1 -24/03/2026 - C.K. Davis

Plaintiff's Exhibits:-

A1 -20/11/2012 - Kuri Agreement (Certified copy)

A2 -06/10/2025 - True extract of Resolution

Other Witnesses and Exhibits:- NIL

Id/-
Munsiff, Chavakkad.

/// True copy ///

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Munsiff, Chavakkad.

