

IN THE COURT OF THE MUNSIFF OF CHAVAKKAD**PRESENT:- Smt. Ranjini. M.K., Munsiff****Thursday, the 22nd day of July, 2021/31st Ashadam, 1943 SE****O.S. 1694/2017****Plaintiffs:-**

BRD Finance Limited, Kunnamkulam Village, Kunnamkulam Desom, Talappilly Taluk. Represented by Litigation clerk, Mani, Aged 52, S/o Mulankunnathukavu Veettil Sankaran, Killanoor Village, Mulankunnathukavu Desom, Thrissur Taluk.

(By Pratheesh P Varghese)

Defendants:-

- 1. Jomon @ Jo Jacob, Aged 44 Yrs., S/o Vadassery Veettil Jacob V P, Pariyaram Village, Pariyaram Desom, Mukundapuram Taluk.**
- 2. Biji, Aged 42 Yrs., W/o Ist Defendant -do-**

(Ex-parte)

This suit is coming on this day for hearing, the court delivered the following:-

J U D G M E N T

Suit is one for recovery of money.

2. Complaint averments in brief are as follows:- Plaintiff is the BRD Finance Ltd. having its branch at Jammu. The first defendant subscribed thirteen numbers of kuri for a sala value of Rs.1,12,500/- payable at the rate of Rs.1,500/- as instalment on 12-5-2010. The first defendant auctioned the chitty and received the amount. The defendant No.2 is the surety. On 1-11-2013 the defendants executed two different chitty agreements for the above said thirteen numbers of kuri. The defendants only paid 52 instalments in the above kuries

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 18% per annum on the principal amount. Plaintiff sent a registered notice demanding the amount but it did not invoke any response. Hence the suit.

3. Defendants filed written statement contesting the claim, but on the listed day, defendants remained absent and were called absent and set ex-parte.

4. On the side of the plaintiff PW1 was examined and Exts.A1 to A5 series were marked. Heard the plaintiff.

5. The plaintiff seeks for realization of defaulted kuri amount. To prove the case of the plaintiff, the Litigation Clerk 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 plaintiff had claimed 23 installments which had fallen due. The kuri was terminated on 05-7-2015. The suit is filed on 25.11.2017. The plaintiff can only seek recovery of installment amount that had fallen due within 3 years prior to the filing of the suit. In that circumstance, the plaintiff is only entitled to realise installment amount fallen due from 25.11.2014 which comes to 20 installments each in 13 kuries. Hence the plaintiff is entitled to realise an amount of Rs.3,90,000/- with interest at the rate of 12% p.a. from 12.12.2014.

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

1. Defendants are directed to pay to plaintiff jointly and severally an amount of Rs.3,90,000/- (Rupees Three lakh and ninety thousand only) with interest @ 12% per annum from 12.12.2014 till the date of suit and thereafter at the rate of 6% p.a.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 22nd day of July, 2021.)

Ranjini.M.K.
Munsiff, Chavakkad.

A P P E N D I X

Plaintiff Evidence:-

PW1 - - Mani

Plaintiff Exhibits:-

A1- 01-11-2013	-	Kuri Security Karar
A2- 01-11-2013	-	Kuri Security Karar
A3- 26-09-2013	-	Copy of Company Minutes
A4- 31-12-2020	-	Rent Receipt
A5	-	Account Statement

Other Exhibits and Witnesses: Nil

Munsiff, Chavakkad.

O.S. 1694/2017
Dated: 22/07/2021