

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

Present:- Smt.Karthika.K., Munsiff.

Thursday, the 26th day of March, 2026/ 05th Chaithram, 1948.

O.S.64/2025

Plaintiff:-

Guruprabha Nidhi Ltd, Perinjanam, Perinjanam Village and Desom, Kodungallur Taluk, Rep.by Director Smitha.P.U., Aged 37 years, D/o.Nayi Sreyas Veettil P.G.Unnikrishnan, Manavazhi 3rd Street, Kuttumukku, P.O.Ramavarmapuram, Thrissur Taluk.

By Adv.Anish.C.V. & Jincy.M.F.

Defendants:-

1. Sheeba Paul, W/o.Arimbur Vallissery Veettil Paul, Mapranam, Madayikonam Village, Mukundapuram Taluk, Thrissur.
2. Liviya Paul, D/o.Arimbur Vallissery Veettil Paul, Mapranam, Madayikonam Village, Mukundapuram Taluk, Thrissur.

Exparte

This suit coming on this day for hearing before me, the court on the same day passed the following:

JUDGMENT

Suit for realisation of money.

2. **The plaint averments in brief is as follows:-** The plaintiff is a firm which is conducting money lending business under the Kerala Money Lenders Act, 1958. The defendants were the customers of plaintiff firm. Defendants availed a loan of Rs.46,500/- from the plaintiff firm on 21.8.2023 for business purpose and

executed a promissory note on the same day. Even though the plaintiff demanded the amount along with interest from the defendants, they willfully evaded repayment. Hence the plaintiff issued a lawyer notice on 2.12.2024 to the defendants demanding the payment of loan amount with interest. Even then the defendants did not pay off the loan amount. Hence the suit.

3. Defendants remained absent and hence they were set *ex parte*.

4. The Director of plaintiff firm filed proof affidavit. Exts. A1 to A5 documents marked. Ext.A1 would show that defendants availed a loan of Rs.46,500/- from the plaintiff firm and executed a promissory note on 21.8.2023. Ext.A2 is the lawyer notice dated 2.12.2024 demanding the amount from the defendants. Exts.A3 series are the postal receipt. Exts.A4 series are the acknowledgment cards and Ext.A5 is the resolution passed in the meeting of plaintiff firm. The evidence on record would show that the defendants availed a loan of Rs.46,500/- from the plaintiff firm agreeing to repay the amount with interest and executed Ext.A1 promissory note. Even after issuing Ext.A2 lawyer notice defendants did not care to pay off the debt. Since the defendants remained *ex parte*, there is nothing to discredit the evidence adduced by the plaintiff. Hence plaintiff is succeeded in proving its case with cogent and reliable evidence.

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

a) The defendants shall pay an amount of Rs.59,900/- (Fifty Nine Thousand Nine Hundred) to the plaintiff with an interest @ 12% per annum from the date of suit till the date of decree and thereafter with an interest @ 6% per annum on the decree amount till realization.

b) The defendants shall pay entire costs of the suit to the plaintiff.

(Dictated to the Confdl.Asst., transcribed by her corrected by me and pronounced in open court on this the 26th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1 - 21.08.2023	- Promissory Note
A2 - 02.12.2024	- Copy of Lawyer Notice
A3series- 02.12.2024	- Postal Receipts
A4series-	- Acknowledgment Cards
A5 - 30.06.2023	- Resolution

Defendant's Exhibits:

- Nil.

Court Exhibits :

- Nil.

Plaintiff's Witness:

- Nil.

Defendant's Witness:

- Nil.

Id/-
MUNSIFF.

Copied by: pn

Compared by:

/True Copy/