

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Wednesday, the 11<sup>th</sup> day of March, 2026/ 20<sup>th</sup> Phalgunam, 1947.

**O.S.84/2025**

**Plaintiffs:-**

Ezhava Seva Sangham, Edavilangu Desom & Village,  
Kodungallur Taluk, the firm rep by

- 1) President: Sukumaran, Aged 58 years, S/o Kallikkattu Krishnan, Edavilangu Desom & Village, Kodungallur Taluk.
- 2) Secretary: Vasu, Aged 69 years, S/o Thaniyath Kittunni, Edavilangu Desom & Village, Kodungallur Taluk.
- 3) Treasurer: Gopalakrishnan.K.T., Aged 70 year, S/o Kattil Thupran, Edavilangu Desom & Village, Kodungallur Taluk.

By Adv: M.G.Satheesh Prabhu

**Defendants:-**

1. Jamal, S/o.Vyppippadath Abdu, Edavilangu Village and Desom, Kodungallur Taluk.
2. Mahesh, S/o.Thekkoott Subramanian, Edavilangu Village and Desom, Kodungallur Taluk.
3. Baburaj, S/o.Vazhinadakkal Narayanan, Edavilangu Village and Desom, Kodungallur Taluk.

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 sabha which is dealing with money transaction. Defendants borrowed an amount of Rs.30,000/- from the plaintiff

sabha on 30.12.2022 agreeing to repay the amount with interest and executed a promissory note on the same day. The defendants did not remit any amount towards the borrowed amount. Even though the plaintiff demanded the amount from the defendants, they willfully evaded repayment. Hence the plaintiff issued a lawyer notice on 13.12.2024 to the defendants demanding the amount. Even then the defendants did not pay off the borrowed amount. Hence the suit.

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

4. The Secretary of plaintiff sabha filed proof affidavit. Exts. A1 to A3 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.30,000/- from the plaintiff sabha and executed promissory note on 30.12.2022. Ext.A2 is lawyer notice dated 13.12.2024 demanding the amount from the defendants and Ext.A3 series are the postal receipts. The evidence on record would show that the defendants borrowed an amount of Rs.30,000/- from the plaintiff sabha 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.41,339/- (Forty One Thousand Three Hundred and Thirty Nine) 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 11<sup>th</sup> day of March, 2026)

Sd/-  
KARTHIKA.K,  
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	30.12.2022	-	Promissory Note
A2	-	13.12.2024	-	Copy of Lawyer Notice
A3series-		13.12.2024	-	Postal Receipts

Defendant's Exhibits: - Nil.

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-  
MUNSIFF.