

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Friday, the 27th day of March, 2026/ 06th Chaithram, 1948.

O.S.207/2024

Plaintiff:-

M/s.Janapriya Fincorp, Building No.VI/646 J, Ashiyana Plaza, Mala Road, P.O.Konathukunnu, Rep by Managing Partner, Dileepkumar, Aged 56 years, S/o.Pettikkattil Gopalan, Panangad Desom,Sreenarayanapuram Village, Kodungallur Taluk.

By Adv. Sangeetha Viswanathan & A.S.Sumija

Defendants:-

1. Kannan, Aged 47 years, S/o.Kalathiparambil Ramakrishnan, Vallivattom Post, Poovathumkadavu Desom, Vallivattom Village, Mukundapuram Taluk.
2. Nancy, Aged 44 years, W/o.Poovathingal Antony, Vallivattom Post, Poovathumkadavu Desom, Vallivattom Village, Mukundapuram Taluk.
3. Smitha, Aged 39 years, W/o.Kalathiparambil Kannan, Vallivattom Post, Poovathumkadavu Desom, Vallivattom Village, Mukundapuram 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 firm which is dealing with money transaction. Defendants borrowed an amount of Rs.70,000/- from the plaintiff firm on 27.2.2023 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 the repayment. Hence the plaintiff issued a lawyer notice on 6.1.2024 to the defendants. 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 Managing Partner of plaintiff firm filed proof affidavit. Exts. A1 to A3 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.70,000/- from the plaintiff firm and executed promissory note on 27.2.2023. Ext.A2 is the copy of lawyer notice dated 6.1.2024 and Exts. A3 series are the postal receipts. The evidence on record would show that the defendants borrowed an amount of Rs.70,000/ from the plaintiff firm agreeing to repay the amount with interest and executed Ext.A1 promissory note. 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.82,500/- (Eighty Two Thousand Five 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 27th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	27.02.2023	-	Promissory Note
A2	-	06.01.2024	-	Copy of Lawyer Notice
A3series-		06.01.2024	-	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.