

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

O.S.261/2024

Plaintiff:-

Canara Bank, Konathukunnu Branch, Konathukunnu P.O.,
Thekkumkara Village, Mukundapuram Taluk, Thrissur
District Rep by Present Senior Manager, Rani P Gopinath,
Aged 42 years, W/o.Bijoy.P.V., Palakkal House, Thrikariyoor
Village, Panipra P.O., Kothamangalam Taluk,
Ernakulam District.

By Adv. P.R.Anandan, Prince Peter.P, Athul.V.S.,
Mayas.M.U., Deleena.V.V. and Gayathry Dayaseelan

Defendant:-

Santhosh.B.K., S/o.Krishnankutty, Blackal House,
Puthenchira Village, Puliyilakunnu Desom, Kannikulangara
P.O., Mukundapuram Taluk, Thrissur District.

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
defendant requested plaintiff bank to grant loan on 19/08/2016,
under the scheme of PMGEP for the purpose of undertaking ventures
in Services for a limit of Rs.4,75,000/- (Four Lakh Seventy Five
thousand only) with Account No. 1001727000009 from the
Konathukunnu Branch of the Bank. The defendant agreed for the
repayment of the said loan amount with interest there on and cost
charges and expense Incurred in connection with the said loan

amount in 84 monthly installments of Rs.5865/- including moratorium of 3 months interest and other charges and accepted the same from the bank by executing Composite Loan Agreement (Document No. 1).

3. The plaintiff bank sanctioned the PMEGP loan for the defendant as he executed the Composite Loan Agreement on 19/08/2016 agreeing inter alia all the stipulations incorporated in the agreement to repay the amount advanced with interest @ 12.40% per annum, along with incidental charges. It also stipulated that in the event of the borrower's default in payment of installment or interest, the plaintiff bank shall in its absolute discretion have right to treat the whole advances as fallen due and to demand repayment of the same at any time and the borrower shall be liable to repay the same with interest and other charges.

4. In pursuant to the grant of the above facility, the defendant enjoyed the benefits by utilizing the above loan amounts for the above purpose as original consideration. Since he enjoyed the original consideration, he was bound to repay the above loan amounts with agreed rate of interest. Whereas the defendant was irregular in the payment of the amount advanced and violated the terms of the loan agreement. The defendant had executed and acknowledged the debt due to the plaintiff bank as per Acknowledgment of Debt dated 10/10/2018 in favour of plaintiff bank

and confirmed the balance amount of Rs. 4,13,708 is due and on 17/09/2021 another AOD was executed in favour of plaintiff bank and confirmed the balance amount of Rs. 4,80,301.84/- is due from the defendant to the plaintiff bank. Hence the suit.

5. Defendant remained absent and he was set ex parte.

6. The Principal Officer and present Chief Manager of plaintiff bank was examined as PW1 and filed proof affidavit. Exts. A1 to A7 documents marked. Ext.A1 is the composite loan agreement. Ext.A2 is the statement of account for General and Agri. advances for the period from 1.1.2000 to 9.10.2023. Ext.A3 is the acknowledgment of debt and security. Ext.A4 is the acknowledgment of debt and security. Ext.A5 is the copy of lawyer notice. Ext.A6 is the postal receipt and Ext.A7 is the acknowledgment card. The evidence on record would show that defendant availed loan from the plaintiff bank after executing necessary documents. Since the defendant 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 defendant shall pay an amount of Rs.5,61,656/- (Five Lakh Sixty one Thousand Six Hundred and Fifty Six) 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 11th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	19.08.2016-	Composite Loan Agreement
A2	-	09.10.2023-	Statement of Account
A3	-	10.10.2018-	Acknowledgment of Debt and Security
A4	-	17.09.2021-	Acknowledgment of Debt and Security
A5	-	02.01.2024-	Copy of Lawyer Notice
A6	-	02.01.2024-	Postal Receipt
A7	-	-	Acknowledgment Card

Defendant's Exhibits: - Nil.

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.