

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

O.S.346/2023

Plaintiff:-

Cheraman Nidhi Ltd., Plaza Complex, Kodungallur
Thekkenada, Lokamaleswaram Village, Kodungallur Taluk,
the firm rep. by Managing Director: Shaji.K.B.,
Aged 50 years, S/o.Kothayil Balakrishnan,
Lokamaleswaram Village and Desom, Kodungallur Taluk.

By Adv. K.S.Binoy & Sujitha.T.S.

Defendants:-

1. Sheeba Beevi, Aged 51 years, W/o.Puthiyaveetil
Shoukathali, Pazhuvil Post, Kurumbilavu Desom,
Chazhour Village, Thrissur Taluk.
2. Shoukathali, Aged 60 years, S/o.Puthiyaveetil Usman,
Pazhuvil Post, Kurumbilavu Desom, Chazhour Village,
Thrissur Taluk.
3. Shaila Abdul Kadar, Aged 52 years, W/o.Palakkal Veetil
Abdul Kadar, Ramankulam Illikkad Desom, Kattoor 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.50,000/- from the plaintiff firm on
1.6.2020 agreeing to repay the amount with interest and executed

a promissory note on the same day. The defendants remitted an amount of Rs.11,625/- towards the principal amount and Rs.2,830/- towards the interest till 15.10.2020. Even though the plaintiff demanded the balance amount from the defendants, they willfully evaded the repayment. Hence the plaintiff issued a lawyer notice on 7.3.2023 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 Director of plaintiff firm filed proof affidavit. Exts. A1 & A2 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.50,000/- from the plaintiff firm and executed promissory note on 1.6.2020 and Ext.A2 is the copy of lawyer notice dated 22.2.2023. The evidence on record would show that the defendants borrowed an amount of Rs.50,000/- 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.57,883/- (Fifty Seven Thousand Eight Hundred and Eighty Three) 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,
MUNSIF.

APPENDIX

Plaintiff's Exhibits:

- A1 - 01.06.2020 - Promissory Note
- A2 - 22.02.2023 - Copy of Lawyer Notice

Defendant's Exhibits: - Nil.

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIF.