

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

O.S.271/2025

Plaintiffs:-

Kalyanadayini Sabha, Anappuzha Desom, Methala Village,
Kodungallur Taluk, The firm Rep by

1. President: N.K.Thankaraj, Aged 62 years, S/o Nottarasseril Kesavan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
2. Vice President: K.B.Sivaprasad, Aged 64 years, S/o.Kizhakkedath Parambu Bhaskaran, Anappuzha Desom, Methala Village, Kodungallur Taluk.
3. Secretary: K.N.Jyothish, Aged 52 years, S/o Kudilingaparambil Narayanan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
4. Treasurer: N.C.Radhakrishnan, Aged 57 years, S/o.Nottantparambil Chandran, Anappuzha Desom, Methala Village, Kodungallur Taluk.

By Adv.Anupama.M.R. & Toolika Suresh

Defendant:-

Raju, Aged 56 years, S/o.Ettiyedath Veetil Raman,
Puthenvelikkara Village and Desom, Paravur 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 plaintiff averments in brief is as follows:-** Plaintiff is a sabha. The defendant is the subscriber of kuri conducted by plaintiff. Defendant received kuri amount in auction agreeing to repay the amount with interest and executed a kuri mortgage deed on

29.4.2015 by depositing sale deed for creating a charge upon the plaintiff schedule property. But, defendant defaulted payment of kuri installments from its 31st installment. Hence plaintiff sent a lawyer notice dated 3.2.2025 to the defendant demanding to pay the defaulted installments. But the defendant did not pay any amount towards the defaulted installments. Hence the suit.

3. Defendant remained absent and set ex parte.

4. The Vice President of plaintiff sabha filed proof affidavit and Exts. A1 to A4 documents marked. Ext.A1 is the kuri mortgage deed dated 29.4.2015. Ext.A2 is the true copy of lawyer notice dated 3.2.2025. Ext.A3 is the postal receipt and Ext.A4 is the acknowledgment card. The evidence on record would show that the defendant received kuri amount from the plaintiff sabha agreeing to repay the amount with interest after depositing his title deed by way of equitable mortgage and defaulted the repayment. Since the defendant remained ex parte, the affidavit and documents filed by the plaintiff remained unchallenged. 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 suit is decreed as follows:-

a) The defendant shall pay an amount of Rs.1,82,900/- (One lakh Eighty Two 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) There shall be a charge over the plaint schedule property till realisation of the aforesaid amount.

c) The defendant 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	-	29.04.2015	-	Kuri Mortgage Deed
A2	-	03.02.2025	-	Copy of Lawyer Notice
A3	-	04.02.2025	-	Postal Receipt
A4	-		-	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.