

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Monday, the 16th day of March, 2026/ 25th Phalgunam, 1947.

O.S.456/2024

Plaintiff:-

Mala Catholic Social Nidhi Ltd., Mala Desom,
Poyya Village, Kodungallur Taluk Rep by Chairman Shanti
Joseph, Aged 49 years, S/o.Thattakath Joseph, Mala
Pallippuram Desom, Poyya Village, Kodungallur Taluk.

By Adv.C.K.Mohandas & K.G.Sajith

Defendants:-

1. Rejeena, Aged 34 years, W/o.Karuthanteparambil Sanoj,
Madathumpadi Desom, Poyya Village, Kodungallur Taluk.
2. Sanoj, Aged 42 years, S/o.Karuthanteparambil Muhammed,
Madathumpadi Desom, Poyya Village, Kodungallur Taluk.
3. Appu, Aged 73 years, S/o.Pottassery Kumaran, Malavana
Desom, Puthenvelikkara Village, Paravur Taluk.
4. Pavikumar, Aged 35 years, S/o.Pottassery Appu, Malavana
Desom, Puthenvelikkara Village, Paravur Taluk.
5. Janson, Aged 39 years, S/o.Payyappilly Joy, Malavana
Desom, Puthenvelikkara Village, 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 plaint averments in brief is as follows:-** The
plaintiff is a firm which is dealing with money transaction. The 1st
defendant borrowed an amount of Rs.50,000/- from the plaintiff firm
agreeing to repay the amount by 24 monthly installment @ 2,545/-

with interest and executed a promissory on 12.5.2022. The 1st defendant is the borrower and the other defendants are the guarantors of the agreement and they executed an agreement on the same day. There is a charge over the property of the 1st defendant towards the borrowed amount. The defendants remitted an amount of Rs.3,432/- towards the borrowed amount till 29.7.2023. Even though the plaintiff demanded the balance amount from the defendants, they willfully evaded repayment. Hence the plaintiff issued a lawyer notice on 16.1.2023 to the defendants demanding the remaining 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 Chairman of plaintiff firm filed proof affidavit. Exts. A1 to A4 documents were marked. Ext.A1 would show that defendants borrowed an amount of Rs.50,000/- from the plaintiff firm and executed a promissory note on 12.5.2022. Ext.A2 is the agreement dated 12.5.2022. Ext.A3 is the copy of lawyer notice dated 16.1.2023 demanding the amount from the defendants and Exts. A4 series are the postal receipts. 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. There is a charge over the property of the 1st defendant towards the borrowed amount. Even after issuing Ext.A3

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.53,306/- (Fifty Three Thousand Three Hundred and 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) There shall be a charge over the plaint schedule property till realisation of the aforesaid amount.

c) 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 16th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

| | | | | |
|------------------------------|---|------------|---|-----------------------|
| A1 | - | 12.05.2022 | - | Promissory Note |
| A2 | - | 12.05.2022 | - | Agreement |
| A3 | - | 16.01.2023 | - | Copy of Lawyer Notice |
| A4series- | - | 16.01.2023 | - | Postal Receipts |
| <u>Defendant's Exhibits:</u> | - | | - | Nil. |
| <u>Plaintiff's Witness:</u> | - | | - | Nil. |
| <u>Defendant's Witness:</u> | - | | - | Nil. |

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.