

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Wednesday, the 25th day of March, 2026/ 04th Chaithram, 1948.

O.S.355/2025

Plaintiff:-

Lease Index India Ltd., Lokamaleswaram Village,
Kodungallur Taluk, Kodungallur Branch, Rep. by Company
Staff Balaraman, Aged 48 years, S/o.Padipurakkal
Ramachandran Nair, Thriprayar Desom, Nattika Village,
Chavakkad Taluk.

By Adv.V.K.Madhusudhanan & D.T.Venkiteswaran

Defendants:-

1. Johnson, Aged 50 years, S/o.Panakkal Thomas, Kavilkadavu Desom, Lokamaleswaram Village, Kodungallur Taluk.
2. Treesa Johnson, Aged 50 years, W/o.Panakkal Johnson, Kavilkadavu Desom, Lokamaleswaram Village, Kodungallur Taluk.
3. Pramodkumar, Aged 49 years, S/o.Erayil Subramanian, Edavilangu Village and Desom, Kodungallur 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 allegations in the plaint in brief are as follows:-**

Plaintiff is a company conducting financial business. Defendants approached the plaintiff company and demanded an amount of Rs.20,000/- for his business purpose agreeing to repay the amount with 12% interest. Request of defendants was allowed by plaintiff and

granted an amount of Rs.20,000/- on the basis of a promissory note on 7.8.2023 and an agreement. Defendants agreed to pay aforesaid amount in 12 equal monthly instalments. Defendants had agreed that, if they default payment of any installment, plaintiff is entitled to realise the same with 12% interest. But the defendants did not pay any amount towards the borrowed amount. On 20.7.2024, plaintiff issued a lawyer notice to the defendants demanding the defaulted amount with interest. Defendants received the notice, but, did not pay the amount. Hence the suit.

3. Defendants remained absent and hence they were set *ex parte*.

4. The Manager of plaintiff company filed proof affidavit. Exts.A1 to A4 documents marked. Ext.A1 would show that defendants availed a loan of Rs.20,000/- from the plaintiff company and executed promissory note on 7.8.2023. Ext.A2 is the true copy of lawyer notice dated 20.7.2024. Exts.A3 series are the unclaimed notice with acknowledgment cards and Ext.A4 is the acknowledgment card. The evidence on record would show that the defendants availed a loan of Rs.20,000/- from the plaintiff company agreeing to repay the amount with interest and executed Ext.A1 promissory note. Even after issuing Ext.A2 lawyer notice defendants have not cared 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.24,750/- (Twenty Four Thousand Seven Hundred and Fifty) 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 25th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

- | | | | | |
|------------------------------|---|------------|---|---------------------------------|
| A1 | - | 07.08.2023 | - | Promissory Note |
| A2 | - | 20.07.2024 | - | Copy of Lawyer Notice |
| A3series- | | | - | Unclaimed Notice with A/D Cards |
| A4 | - | | - | Acknowledgment Card |
| <u>Defendant's Exhibits:</u> | | | - | Nil. |
| <u>Court Exhibits :</u> | | | - | Nil. |
| <u>Plaintiff's Witness:</u> | | | - | Nil. |
| <u>Defendant's Witness:</u> | | | - | Nil. |

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.