

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

O.S.601/2025

Plaintiff:-

National Yuva Co-Operative Society, Jananidhi, Kodungallur Branch Rep by Secretary, Vijayagopal, Aged 53 years, S/o.Karanchery Ranganatha Shenoy, Padakulam West Desom, Methala Village, Kodungallur Taluk.

By Adv.D.T.Venkiteswaran & Seema P Joseph

Defendants:-

1. Lathika, Aged 58 years, W/o.Kallayi Subramanian, Kodungallur Post, Arakulam West Desom, Methala Village, Kodungallur Taluk.
2. Suji.M.S., Aged 38 years, S/o.Madeni House Salgunan, Edathirinji Post, Chettiyal Desom, Edathirinji Village, Mukundapuram Taluk.
3. Tomy.C.O., Aged 58 years, S/o.Chamaparambil Ouso, Kandamkulam Post, Sasthamparambu Desom, Methala Village, 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 plaint averments in brief is as follows:-** The plaintiff is a co-operative society. The defendants approached the plaintiff society and gave an application for availing loan for business purpose of 1st defendant. On the basis of the application plaintiff

society sanctioned the loan of Rs.20,000/- with an undertaking to repay the same with 16.5% interest and executed a promissory note on 19.4.2023. The plaintiff agreed to remit the amount by monthly instalment with 16.5% interest. The defendants remitted some amount towards the loan amount. Thereafter the defendants did not remit any amount towards the loan amount. Thereafter the plaintiff society demanded back the amount from the defendants, but the defendants evaded repayment. Hence plaintiff issued a lawyer notice on 28.5.2025 to the defendants, even then the defendants did not pay off the loan amount. Hence the suit.

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

4. The Secretary of plaintiff firm filed proof affidavit. Exts. A1 to A5 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.20,000/- from the plaintiff firm and executed promissory note on 19.4.2023. Ext.A2 is true copy of lawyer notice dated 28.5.2025 demanding the amount from the defendants. Exts. A3 series are acknowledgment cards. Ext.A4 is the unclaimed notice with the acknowledgment card and Ext.A5 is the account statement. The evidence on record would show that the defendants borrowed an amount of Rs.20,000/- from the plaintiff firm 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.23,200/- (Twenty Three Thousand Two 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) 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 - 19.04.2023

A2 - 28.05.2025

A3series-

A4 -

A5 -

Defendant's Exhibits:

Court Exhibits :

Plaintiff's Witness:

Defendant's Witness:

- Promissory Note
- Copy of Lawyer Notice
- Acknowledgment Cards
- Unclaimed Notice with A/D Card
- Account Statement
- Nil.
- Nil.
- Nil.
- Nil.

Id/-
MUNSIFF.

Copied by: pn

Compared by:

/True Copy/