

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

O.S.701/2024

Plaintiff:-

Geetha @ Geethadevi, Aged 61 years, D/o.Kamblikkal Veettil Krishnan, Kara P.O., Edavilangu Village, Kodungallur Taluk.

By Adv.T.G.Shaju, K.V.Mohanlal, Haritha Cheeran.K.H.

Defendants:-

1. Midhun @ Kuttan, Aged 35 years, S/o.Kulachalil Manoj, Kara Puthiya Road, Kara P.O., Edavilangu Village, Kodungallur Taluk.
2. Dharini, Aged 55 years, W/o.Kulachalil Manoj, West side of Puthiya Road, Kara P.O., Edavilangu Village, Kodungallur Taluk.
3. Ullas, Aged 53 years, S/o.Kunjimakkan Purakkal Madhavan, 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 plaint averments in brief is as follows:-** The plaintiff and defendant are known to each other. The defendants borrowed an amount of Rs.1,00,000/- from the plaintiff on 10.6.2023 agreeing to repay the amount with interest and executed a promissory note on the same day. When the defendant demanded

this amount the defendants promised to pay the amount after some time. Even though the plaintiff demanded the amount several times the time has been extended again without any reason. Hence the plaintiff issued a lawyer notice on 13.6.2024 to the defendants demanding the amount. Even then the defendants did not pay off the borrowed amount till this date. Hence the suit.

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

4. The plaintiff filed proof affidavit. Exts. A1 to A6 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.1,00,000/- from the plaintiff and executed promissory note on 10.6.2023. Ext.A2 is the copy of lawyer notice dated 13.6.2024. Exts. A3 series are the postal receipts. Ext.A4 is the unclaimed notice with AD card and Ext.A5 is the acknowledgment card. The evidence on record would show that the defendants borrowed an amount of Rs.1,00,000/- from the plaintiff 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.1,13,500/- (One Lakh Thirteen Thousand Five 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 | - | 10.06.2023 | - | Promissory Note |
| A2 | - | 13.06.2024 | - | Copy of Lawyer Notice |
| A3series- | | 13.06.2024 | - | Postal Receipts |
| A4 | - | | - | Unclaimed Notice with A/D Card |
| A5 | - | | - | Acknowledgment Card |
| A6 | - | | - | 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.