

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Monday, the 30th day of March, 2026/ 09th Chaithram, 1948.

O.S.670/2025

Plaintiff:-

Mugal Jewellery, Moonupeedika Aravusala Desom,
Kaipamangalam Village, Kodungallur Taluk Rep by
Managing Partner Anvar Sha, Aged 36 years,
S/o.Puthiyaveetil Abdul Azeez, Thriprayar Desom,
Nattika Village, Chavakkad Taluk.

By Adv.T.M.Sabala

Defendant:-

Swathi, Aged 36 years, D/o.Chembanadan Kuttan,
Edassery Desom, Thalikkulam Village, Chavakkad 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 conducting a jewellery shop. The plaintiff and defendant are friends. The defendant is the customer of plaintiff shop. On the basis of this acquaintance the defendant purchased 12 ³/₄ sovereigns of gold from the plaintiff shop on 5.4.2025 on credit. The defendant purchased one bangle having the weight of 6.450 gram, 28.250 gram

of one chain, 33.010 gram of necklace and 33.600 grams of two bangles from the plaintiff shop. The market price of the gold ornaments is Rs.9,45,945/- including the GST which is the value of the gold ornaments. Since the defendant did not have any cash with her at that time, the defendant promised to pay the amount to the plaintiff on 30.4.2025 and the defendant borrowed the gold ornaments from the plaintiff. Thereafter on 30.4.2025 the defendant came to the plaintiff's shop and issued a post dated cheque bearing No.000038 of HDFC Bank, Thalikkulam Branch to the plaintiff and signed it in the presence of the plaintiff for discharging the liability. At the time of giving the cheque the defendant has assured the plaintiff that there will be sufficient amount to honour the cheque in the account of the defendant. Thereafter when the plaintiff presented the cheque for collection through South Indian Bank, Moonnupeedika branch it was dishonoured stating the reason 'Funds insufficient' with dishonour memo dated 16.7.2025. Even though the plaintiff telephoned the defendant directly and informed the dishonour of the cheque but the defendant is evasive and did not pay the amount. Thereafter the plaintiff came to know that 6.48 Ares of property which was obtained by the defendant through inheritance is going to be registered in the name of his sister's husband. If the defendant to do so the plaintiff will not be able to collect the cheque amount due to

the plaintiff as per the cheque. Hence the suit.

4. The defendant remained absent and set ex parte.

5. The plaintiff filed proof affidavit. Exts. A1 to A3 documents marked. Ext.A1 is the sales invoice No.8 dated 5.4.2025 issued from Mugal Jewellery, Moonnupeedika. Ext.A2 is the original cheque bearing No.000038 dated 15.7.2025 which would show that the defendant issued a cheque for Rs.9,45,945/- to the plaintiff and Ext.A3 is the cheque return memo issued from South Indian Bank, Moonnupeedika Branch stating the reason that "Funds Insufficient" dated 16.7.2025. The evidence on record would show that the defendant received gold ornaments from the plaintiff shop. Since the defendant remained ex parte, the affidavit and documents filed by the plaintiff remained unchallenged. Hence plaintiff is succeeded in proving his case with cogent and reliable evidence.

In the result suit is decreed as follows:-

a) The defendant shall pay an amount of Rs.9,45,945/- (Nine Lakh Forty Five Thousand Nine Hundred and Forty Five) 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 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 30th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	05.04.2025	-	Sales Invoice No.8
A2	-	15.07.2025	-	Original Cheque Bearing No.000038 of HDFC Bank
A3	-	16.07.2025	-	Cheque Return Memo

Defendant's Exhibits: - Nil.

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.