

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

**O.S.1175/2022**

**Plaintiffs:-**

Kalyanadayini Sabha, Methala Village and Desom,  
Kodungallur Taluk The firm is rep. By

1. President, Venu Vennara, Aged 71 years, S/o.Vennara Madhavan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
2. Vice President, Sreekumar, Aged 63 years, S/o.Nottantparambil Nadesan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
3. Secretary, Hareesh Babu, Aged 69 years, S/o.Ullookkaran Parambil Subramanian, Anappuzha Desom, Methala Village, Kodungallur Taluk.
4. Treasurer, Swaminathan, Aged 72 years, S/o.Themaliparambil Kochunni, Anappuzha Desom, Methala Village, Kodungallur Taluk.

By Adv.K.N.Prathapan & P.N.Shimtha

**Defendants:-**

1. Navab, Aged 51 years, S/o.Chulliparambil Abdul Kadar, Chalingad Desom, Kaipamangalam Village, Kodungallur Taluk.
2. Shajahan, Aged 55 years, S/o.Chulliparambil Abdul Kadar, Anjappalam 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:-** Plaintiff is a sabha. The defendants are the subscribers of kuri conducted by plaintiff. Defendants received kuri amount in auction agreeing to repay the amount with interest and executed a kuri mortgage deed dated 10.7.2007 . Accordingly, in order to secure the liability on the kuri amount a memorandum dated 24.2.2009 was executed by the 1st defendant by depositing sale deed No. 614/2001 of Mathilakam SRO for creating a charge upon the plaint schedule property. But, defendants defaulted payment of kuri installments from its 29<sup>th</sup> installment on 15.12.2019. Hence plaintiff sent a lawyer notice dated 6.9.2022 to the defendants demanding to pay the defaulted installments. But the defendants did not pay any amount towards the defaulted installments. Hence the suit.

3. Defendants filed written statement denying the plaint averments. Therefore issues were framed as follows:-

1. Is the plaintiff entitled to realise the amount from the defendants?
2. What is the amount if any to which the plaintiff is entitled to realise from defendants?
3. What is the rate of interest if any to which the plaintiff is entitled?

4. Reliefs and Order as to costs?

4. When the case was posted for trial in the special list, the defendants remained absent and set ex parte.

5. The Vice President of plaintiff sabha filed proof affidavit and Exts. A1 to A4 documents marked. Ext.A1 is the kuri mortgage deed dated 10.2.2007. Ext.A2 is the copy of lawyer notice dated 6.9.2022. Exts. A3 series are the postal receipts. Exts.A4 series are the acknowledgment cards. The evidence on record would show that the defendants received kuri amount from the plaintiff sabha agreeing to repay the amount with interest after depositing their title deed by way of equitable mortgage and defaulted the repayment. Since the defendants remained ex parte, the affidavit and documents filed by the plaintiff remained unchallenged. 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 suit is decreed as follows:-

**a) The defendants shall pay an amount of Rs.28,000/- (Twenty Eight Thousand) 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 11<sup>th</sup> day of March, 2026)

Sd/-  
KARTHIKA.K,  
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	10.02.2007	-	Kuri Mortgage Deed
A2	-	06.09.2022	-	Copy of Lawyer Notice
A3series-		06.09.2022	-	Postal Receipts
A4series-			-	Acknowledgment Cards

Defendant's Exhibits: - Nil.

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-  
MUNSIFF.