

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

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

O.S.1098/2023

Plaintiffs:-

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

1. President, Thankaraj, Aged 60 years, S/o.Nottarassery Kesavan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
2. Vice President, Unnikrishnan, Aged 65 years, S/o.Panikkaparambil Nadesan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
3. Secretary, Jyothish, Aged 49 years, S/o.Kudilingaparambil Narayanan, Anappuzha Desom, Methala Village, Kodungallur Taluk.
4. Treasurer, Sivaprasad, Aged 62 years, S/o.Kizhakkedath Bhaskaran, Anappuzha Desom, Methala Village, Kodungallur Taluk.

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

Defendants:-

1. Muhammed Shafi, Aged 53 years, S/o.Chelaveetil Moosa Sahib, Alamthuruth Desom, Vadakkekara Village, Paravur Taluk.
2. Pradeep Kumar, Aged 37 years, S/o.Grace Cottage Devaprasad, Elamkulam Village and Desom, Kanayannur Taluk.
3. Sunilkumar, Aged 50 years, S/o.Chalil Veetil Mohanan, Pallimattath Desom, Nadama Village, Kanayannur Taluk.
4. Unnikrishnan, Aged 54 years, S/o.Karikkanthara Gopalan, Mulankunnathukavu Desom, Pottore Village, Thrissur 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 which is dealing with money transaction. 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 agreement by creating charge over their salaries on 15.11.2011. According to the above kuri agreement, it is stipulated that the loan is to be paid by way of installments @ Rs. 12,000/- each for two loans, totaling Rs. 24,000/- per installment, and in default the entire amount shall be paid with 12% interest from the date of payment. But when the defendants defaulted payments from 12th installment the plaintiff filed O.S.214/2020 against the defendants which was pending. Thereafter the defendants defaulted payment of kuri installments from its 34th installment. Hence the plaintiff issued a lawyer notice on 13.1.2020 to the defendants, even then the defendants did not pay off the defaulted installments. Hence the suit.

3. Defendants remained absent and hence they were set exparte..

4. The President of plaintiff firm filed proof affidavit and Exts. A1 & A2 documents marked. Ext.A1 is the certified copy of kuri agreement dated 15.11.2011 and Ext.A2 is the certified copy of

lawyer notice dated 13.1.2020. The evidence on record would show that the defendant received kuri amount from the plaintiff firm. Since the defendant remained ex parte, the affidavit and documents filed by the plaintiff remained unchallenged and 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 defendant shall pay an amount of Rs.2,40,800/- (Two Lakh Forty Thousand Eight 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 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 11th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1 - 15.11.2011

A2 - 13.01.2020

Defendant's Exhibits:

Court Exhibits :

Plaintiff's Witness:

Defendant's Witness:

Copied by: pn

Compared by:

- Certified Copy of Kuri Agreement

- Certified Copy of Lawyer Notice

- Nil.

- Nil.

- Nil.

- Nil.

Id/-
MUNSIFF.

/True Copy/