

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Wednesday, the 25th day of March, 2026/ 04th Chaithram, 1948.

O.S.1101/2023

Plaintiffs:-

Sahodara Marananandara Sahaya Sangham, Eriyad Village,
Chaithanyanagar Desom, Kodungallur Taluk
The firm is rep. by

1. President : Kumaran, Aged 73 years, S/o Nadumuri Paran, Eriyad Village and Desom, Kodungallur Taluk.
2. Secretary: Prijimol, Aged 46 years, W/o Chakkamattil Mahesh, Anappuzha Desom, Methala Village, Kodungallur Taluk.
3. Treasurer: Kumaran, Aged 73 years, S/o Kolappadath Velayudhan, Eriyad Village and Desom, Kodungallur Taluk.

By Adv. M.N.Sarasa & Vandana Asokan

Defendants:-

1. Vipindas, Aged 34 years, S/o.Valiyaparambil Venu, Madavana Post, Abdulla Road Desom, Eriyad Village, Kodungallur Taluk.
2. Baby, Aged 57 years, W/o. Valiyaparambil Venu, Madavana Post, Abdulla Road Desom,Eriyad Village,Kodungallur Taluk.
3. Majeed, Aged 48 years, S/o.Kadambott Abdul, Madavana Post, Abdulla Road Desom,Eriyad 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 firm 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 on 6.1.2014. But, defendants defaulted payment of kuri installments from its 21st installment on 5.11.2013. Hence the plaintiff sent a lawyer notice dated 2.11.2015 to the defendants demanding the amount. But the defendants did not pay the amount. Hence the plaintiff filed O.S.865/2016 against the defendants and a decree was also obtained. Thereafter the plaintiff firm filed O.S.161/2019 for defaulted installments from 51st installment till 84th installment against the defendants and decree was also obtained and thereafter the plaintiff filed O.S.531/21 from 85th installment till 106th installment against the defendant which was pending before this court. Since the corona pandemic 6 times the kuri was not conducted. The kuri was completed on 5.8.2022. Thereafter the defendants defaulted payment of kuri installments from its 107th installment till 120th installment. Hence the suit.

3. The the defendants remained absent and set ex parte.

4. The Treasurer of plaintiff firm filed proof affidavit and Exts. A1 & A2 documents marked. Ext.A1 is the certified copy of kuri agreement dated 6.1.2014 and Ext.A2 is the copy of lawyer notice dated 2.11.2015. The evidence on record would show that the defendants received kuri amount from the plaintiff firm. Since the defendants 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 defendants shall pay an amount of Rs.17,900/- (Seventeen Thousand Nine 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 25th day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1 - 06.01.2014

A2 - 02.11.2015

Defendant's Exhibits:

Court Exhibits :

Plaintiff's Witness:

Defendant's Witness:

- Certified Copy of Kuri Agreement
- Copy of Lawyer Notice
- Nil.
- Nil.
- Nil.
- Nil.

Id/-
MUNSIFF.

Copied by: pn

Compared by:

/True Copy/