

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Friday, the 10th day of April, 2026/ 20th Chaithram, 1948.

O.S.1336/2023

Plaintiffs:-

Vidyarthadayini Sabha, Paliyamthuruth Desom,
Methala Village, Kodungallur Taluk The firm is rep. by

1. President, Vinayakumar, Aged 46 years, S/o.Mangattil Sukumaran, Paliyamthuruth Desom, Methala Village, Kodungallur Taluk.
2. Secretary, Radhakrishnan, Aged 62 years, S/o.Eswaramangalath Neelakandan, Paliyam Thuruth Desom, Methala Village, Kodungallur Taluk.
3. Treasurer, Dinamani, Aged 57 years, S/o.Ottaratt Mami, Anappuzha Desom, Methala Village, Kodungallur Taluk.

By Adv.Gayathri.M.P. & Binny Sajeev

Defendants:-

1. Sajitha, Aged 36 years, W/o.Kuniparambil Saneesh, Kavilkadavu Desom, Lokamaleswaram Village, Kodungallur Taluk.
2. Baby, Aged 58 years, W/o.Palliyalil Sankaranarayanan, Athani 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:-** The plaintiff is a sabha which is dealing with money transaction. Defendants borrowed an amount of Rs.20,000/- from the plaintiff sabha on 5.12.2020 agreeing to repay the amount with interest and

executed a promissory note on the same day. The defendants remitted an amount of Rs.6,156/- towards the borrowed amount. Even though the plaintiff demanded the balance amount from the defendants, they willfully evaded repayment. Hence the plaintiff issued a lawyer notice on 22.11.2023 to the defendants. Even then the defendants did not pay off the borrowed amount. Hence the suit.

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

4. The Secretary of plaintiff sabha filed proof affidavit. Exts.A1 to A3 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.20,000/- from the plaintiff sabha and executed promissory note on 5.12.2020. Ext.A2 is the lawyer notice dated 22.11.2023 demanding the amount from the defendants and Ext. A3 is the acknowledgment card. The evidence on record would show that the defendants borrowed an amount of Rs.20,000/- from the plaintiff sabha agreeing to repay the amount with interest and executed Ext.A1 promissory note. Even after issuing Ext.A2 lawyer notice defendants have not cared to pay off the debt. 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.20,999/- (Twenty Thousand Nine Hundred and Ninety Nine) 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 10th day of April, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	05.12.2020	-	Promissory Note
A2	-	22.11.2023	-	Copy of Lawyer Notice
A3	-		-	Acknowledgment Card

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.