

IN THE COURT OF THE MUNSIFF, KODUNGALLUR.

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

Monday, the 23rd day of March, 2026/ 02nd Chaithram, 1948.

O.S.1402/2023

Plaintiff:-

Krishna Enterprises, Santhipuram Panangad Desom,
Sreenarayanapuram Village, Kodungallur Taluk
Rep by Managing Partner T.C.Viswanathan,
Aged 70 years, S/o.Thaiyyil Chennan,Nelpini Desom,
Sreenarayanapuram Village, Kodungallur Taluk.

By Adv.V.M.Sreekumar & Vrinda.K.

Defendants:-

1. Shamla, Aged 46 years, W/o.Thattamparambil Sadique,
Sasthamkovil Desom, Methala Village, Kodungallur Taluk.
2. Sandeepkumar, Aged 30 years, S/o.Eswaramangalath
Vinayakumar, Sasthamkovil 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:-** The plaintiff is a firm which is dealing with money transaction. Defendants borrowed an amount of Rs.31,200/- from the plaintiff firm on 7.1.2021 agreeing to repay the amount with interest and executed a promissory note on the same day. The defendants did not remit any amount towards the borrowed amount. Even though the plaintiff

demanded the amount from the defendants, they willfully evaded the repayment. Hence the plaintiff issued a lawyer notice on 28.11.2023 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 Managing Partner of plaintiff firm filed proof affidavit. Exts. A1 to A3 documents marked. Ext.A1 would show that defendants borrowed an amount of Rs.31,200/- from the plaintiff firm and executed promissory note on 7.1.2021. Ext.A2 is the copy of lawyer notice dated 28.11.2023 and Ext. A3 is the acknowledgment card. The evidence on record would show that the defendants borrowed an amount of Rs.31,200/ from the plaintiff firm agreeing to repay the amount with interest and executed Ext.A1 promissory note. 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.45,532/- (Forty Five Thousand Five Hundred and Thirty Two) 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 23rd day of March, 2026)

Sd/-
KARTHIKA.K,
MUNSIFF.

APPENDIX

Plaintiff's Exhibits:

A1	-	07.01.2021	-	Promissory Note
A2	-	28.11.2023	-	Copy of Lawyer Notice
A3	-		-	Acknowledgment Card

Defendant's Exhibits: - Nil.

Court Exhibits : - Nil.

Plaintiff's Witness: - Nil.

Defendant's Witness: - Nil.

Copied by: pn

Compared by:

/True Copy/

Id/-
MUNSIFF.