

IN THE COURT OF THE MUNSIFF, CHALAKUDY

Present: Smt. Shiny M.S., Munsiff in charge, Chalakudy.
Tuesday, the 11th day of April, 2023/21st Chaithram, 1945.

O.S.16/2022

Plaintiff : Haridas, aged 57, S/o Iykkaraparambil Chathakutty,
Konoor Desom, Muringoor Thekkummury Village,
Chalakudy Taluk, Thrissur District.

By Adv. Clemance Thottapilly

Defendants: 1. Janaki, aged 85, W/o Kopy Velayudhan, Palapilly
Desom, Kizhakkummuri Village, Nalukettu P.O, 680308,
Chalakudy Taluk, Thrissur District.
2. Vijayan, aged 70, S/o Kopy Velayudhan, Palapilly
Desom, Kizhakkummuri Village, Nalukettu P.O, 680308,
Chalakudy Taluk, Thrissur District.
3. Aravindakshan, aged 65, S/o Kopy Velayudhan,
Palapilly Desom, Kizhakkummuri Village, Nalukettu
P.O, 680308, Chalakudy Taluk, Thrissur District.
4. Thanka, aged 61, D/o Kopy Velayudhan, Palapilly
Desom, Kizhakkummuri Village, Nalukettu P.O, 680308,
Chalakudy Taluk, Thrissur District.
5. Suru, aged 54, S/o Kopy Velayudhan, Palapilly Desom,
Kizhakkummuri Village, Nalukettu P.O, 680308,
Chalakudy Taluk, Thrissur District.
6. Acharu, aged 50, S/o Kopy Velayudhan, Palapilly
Desom, Kizhakkummuri Village, Nalukettu P.O, 680308,
Chalakudy Taluk, Thrissur District.

Ex parte

This suit is having come up before me for hearing on this day in the presence of the counsel for plaintiff, the defendant remained exparte and the court on the same day passed the following :

JUDGMENT

Suit is for realization of money due on a cheque.

2. Plaintiff's case in brief is as follows:- Plaintiff is conducting an

interlocking bricks manufacturing unit. Sukumaran @ Suku, the son of the first defendant and brother of defendant Nos. 2 to 6 was a contractor who undertook and executed public works. He died unmarried on 01.11.2021. The defendants are the legal heirs of deceased Sukumaran. Sukumaran had purchased heavy duty interlocking bricks worth Rs.8,00,000/- from the plaintiff on credit. Towards the security of the payment of the amount Sukumaran had executed and issued a promissory note for Rs.8,00,000/- on 10.01.2020 agreeing to repay the amount with 12% interest. Towards the settlement of the liability towards the promissory note Sukumaran had issued a cheque bearing No.160799 dated 15.09.2021 for Rs.1,50,000/- and another cheque bearing No.160800 dated 25.09.2021 for Rs.1,50,000/- of State Bank of India, Chalakudy Branch. On 03.11.2021 the plaintiff presented the cheques for collection through Federal Bank, Koratty Branch but the cheques were returned dishonoured stating the reason insufficient funds in the account of the drawer. Deceased Sukumaran had 90 cents of properties comprised in Survey No.1131/1 of Meloor village . After the death of Sukumaran these properties devolved on the defendants by succession. Hence the defendants are liable to discharge the liabilities of deceased Sukumaran. Even after repeated demands made by the plaintiff to repay the amount of Rs.8,00,000/- as per the promissory notes and cheques with interest @ 12% per annum, the defendants are evading from the same. Finally the plaintiff sent a lawyer notice dated 04.01.2022, demanding the amount but the defendants are not prepared to pay the amount. Hence the suit for realization of Rs.9,93,000/- with interest from the defendants and their assets.

2. The defendants did not appear in spite of service of summons and they were therefore set exparte. The plaintiff was examined as PW1. Plaintiff filed proof affidavit in lieu of examination in chief and document Exts.A1 to A7 were marked.
3. The learned counsel appearing for the plaintiff was heard
4. The case of the plaintiff stands proved from the affidavit and documents produced and therefore he is entitled for a decree.

In the result, the suit is decreed as follows:-

1. Plaintiff is permitted to realize a sum of Rs. 9,93,000/- with interest at the rate of 9% per annum from 15.01.2022 till 11.04.2023 and thereafter at the rate of 6% per annum for the principal sum of Rs.8,00,000/- till realization from the defendants and their assets only to the extend of properties inherited by them from deceased Sukumaran and charging upon the plaint schedule properties.
2. The plaintiff is permitted to realize costs of the suit from the defendants and their assets only to the extent of properties inherited by them from deceased Sukumaran and charging upon the plaint schedule properties.

(Pronounced in open court this the 11th day of April, 2023.)

Shiny M.S.,
Munsiff (in charge)

APPENDIX

Exhibits marked for the Plaintiff:

A1 .. 10/01/2020 .. Promissory note
A2 Cheque No. 160799
A3 Cheque No. 160800
A4 Dishonour memo
A5 .. 01/01/2022 .. Copy of lawyer notice
A6 Postal receipts

Exhibits marked for Defendant: Nil

Witness examined for the Plaintiff :

PW1 .. 07/02/2023 .. Haridas

Witness examined for the Defendant : Nil.

Munsiff (in charge)

Ckg.
Com.by: