

IN THE COURT OF THE MUNSIF, CHALAKUDY

Present : Parvathy Vijayan, Munsiff, Chalakudy.

Tuesday, the 17th day of March, 2026/3rd Chithra 1947

O.S. 218/2021

Plaintiff :-

M/S S.B. Sales & Services, IX/198, Behind Apollo Tyres,
Near K.M.C Perambra.P.O., Pin - 680 689, Rep. by its Partner
Mr. A.G.Babu, Aged 60 years, S/o. Gangadharan, Ayyanchira House,
Koodapuzha Desom, East Chalakudy Village, Chalakudy Taluk.

By Advs. M. K. Roy & Poly Ambooken

Defendant :-

Shanavas, Ismayil kunju, S/o. Ismayil, aged about 50 years,
Proprietor, M/S Hitech Paving Blocks Eruva.P.O., Pathiyoor Village,
Karthikappilly Taluk, Alappuzha District.

Exparte

This suit is having come up before me for hearing on this day the court passed the following:-

J U D G M E N T

Suit is for realization of money due on a cheque.

1. Plaintiff's case in brief is as follows:- The plaintiff is a partnership firm engaged in the manufacture and sales of paint related items. The defendant is a painting contractor and wholesale dealer, doing business in the name of M/s.Hi Tech Paving Blocks. Defendant purchased paint manufacturing items such as Acrylic Resin, Red Iron Oxide & Black Oxide etc. from the plaintiff for an amount of Rs.1,60,734/-. Defendant purchased the items on loan basis agreeing to repay the said amount with 12% interest. After the purchase the defendants have not fully remitted the amount as agreed upon by them. They defaulted the repayment of dues amount, despite repeated requests and also by registered notices from the plaintiff firm. They paid only some meager amount and presently an amount of Rs.98,825/- is outstanding. Even after repeated

demands including a lawyer notice dated n 11.01.2019, the defendant failed to repay the amount. The plaintiff is entitled for the amount as original consideration also. Hence the suit.

2. The defendants did not appear in spite of service of summons and therefore they were set ex parte.
3. The Partner of the plaintiff company was examined as PW1 and Exhibits A1 to A3 were marked.
2. Heard learned counsel for the plaintiff.
3. PW1 filed proof affidavit in lieu of chief examination reiterating the matters put forth in the plaint. PW1 produced Exts.A1 to A3 documents in support of the contentions in the plaint. The evidence tendered by PW1 remains unchallenged. The evidence and documents produced on the side of the plaintiff prove the case set out in the plaint, and therefore, the plaintiff is entitled for a decree as prayed for.

In the result, the suit is decreed as follows:

1. The plaintiff is permitted to realize a sum of Rs.1,25,513/- with interest at the rate of 12% per annum on the outstanding principal sum of Rs.98,825/- from the date of suit till the date of decree and thereafter, at the rate of 6% till realization from the defendants and their assets.
2. The plaintiff is also permitted to recover the costs of the suit from the defendants and their assets.

(Pronounced in open court on this the 17th day of March, 2026.)

Parvathy Vijayan,
Munsiff

APPENDIX

Plaintiff's Exhibits:-

- A1 - Copy of Ledger Account of Defendant
- A2 - 05.11.2019 - Office Copy of Lawyer Notice
- A3 - Postal acknowledgment card.

Plaintiff's Witness:-

- PW1 - 14.03.2026 - Adarsh.K.

Munsiff