

IN THE COURT OF THE MUNSIFF, CHALAKUDY
Present :Aparna Udayakumar, Munsiff(In Charge), Chalakudy.
Friday, the 5th day of June, 2026/15th Jeshta, 1948

O.S. 302/2021

Plaintiff:-

The Peninsula Chits Pvt. Ltd., Christ College Junction Irinjalakuda,
Irinjalakuda Village, Mukundhapuram Taluk. rep. by Managing Director
K.V. Poulose @ K.V. Johnson, Aged 65, S/o Kalappurakkal Vareed,
Malapallipuram Desom, Pallipuram Village, Kodungallur Taluk.

By Adv. Wilson Jose Vadassery

Defendants:-

1. Muraleedharan, Aged 55 years, S/o Komathukattil Manikyan @
Kunjumanikyan, Rappal Desom, Parappukkara Village,
Mukundapuram Taluk.
2. Gayathri, Aged 52 years, W/o Komathukattil Muraleedharan,
Rappal Desom, Parappukkara Village, Mukundapuram Taluk.
3. Krishna, Aged 29 years, D/o Komathukattil Muraleedharan,
Rappal Desom, Parappukkara Village, Mukundapuram Taluk.
4. P.D John, Aged 54 years, S/o Ponthokkan Devassy,
Nandikkara Desom, Parappukkara Village, Mukundapuram Taluk.
5. Shaju, Aged 45 years, S/o Unniparambil Ayyappan ,
Toravu Desom, Pudukad Village, Mukundapuram Taluk.

Adv. Jayan Kuttichakku

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 realisation of money.

2. Plaintiff's case in brief is as follows: The plaintiff is a company incorporated under the Companies Act. The plaintiff is engaged in kuri business. The 1st defendant is a subscriber of 5 tickets of a chitty that commenced on 10.05.2010 having a total sala of Rs.43,20,000/- with 12 divisions of Rs.3,60,000/- each with total 120 installments. The defendant priced the kuri on its 8th installments and received an amount of Rs.18,00,000/-. Towards the payment of the remaining 110 kuri installments, the defendants executed a kuri security agreement

dated 18.01.2012. The 1st defendant also executed an equitable mortgage by deposit of title deeds of the plaint schedule property belonging to the 1st defendant. The payment of kuri installment from 10.08.2019 was defaulted. Despite repeated demands for repaying the amount and despite sending a lawyer's notice dated 02.11.2020, the defendants failed to repay the amount. The kuri terminated on 10.04.2021. Hence the suit.

3. The defendants appeared and the matter was referred to mediation. Parties settled the matter in the mediation. An agreement was executed and forwarded by the mediator to the court. The dispute has been resolved and the parties are amenable for passing a decree in terms of the settlement arrived at the mediation. The terms settled in the agreement are as follows:-

1) Both parties agreed that they are not intending to continue the suit as the plaintiff had received the entire amount as per the suit from defendant nos.1 and 2.

2) The defendant has no objection to refund the entire court fee paid by the plaintiff.

3) The plaintiff has no intention to proceed against the other defendants including defendant nos.3 to 5 and not seeking any relief against them and agreed to decree the suit excluding these defendants.

4) Both parties agreed to lift the attachment over the attachment schedule properties and to intimate the same to the authorities concerned and to keep the order of attachment in the possession of the plaintiff.

I have gone through the terms of Mediation Agreement. The terms are lawful and can be accepted. Hence Mediation Agreement is accepted and suit is decreed in terms of the Mediation Agreement. Refund court fee as per rules.

(Pronounced in open court this the 5th day of June, 2026)

Aparna Udayakumar,
Munsiff (In charge)

APPENDIX - NIL

Munsiff (In Charge)