

IN THE COURT OF THE MUNSIFF, CHALAKUDY
Present : Parvathy Vijayan, Munsiff, Chalakudy.
Monday, the 30th day of March, 2026/16th Chaithra ,1947

O.S.470/2024

Plaintiffs:-

1. M/s MNK EDU Consultant LLP..Chalakudy Desom,
East Chalakudy Village, Chalakudy Taluk rep.by Branch Manager
Dr. Vinu Joy.
2. Dr. Vinu Joy, Aged 31, S/o Menachery Joy,
Venoor Desom, Annamanada Village, Chalakudy Taluk.

By Adv. Retto Vincent & Anagha G. Vishnupriya.

Defendant:-

Amal Tomy, Aged 24, S/o Kunnel Puthaparambuveetil Tomichan
Varghese, Vellathooval P.O, Kuthupara Taluk, Edukki District.

Exparte

This suit is come up before me 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 M/s.MNK Education Consultants LLP having its registered office at Hyderabad and a branch at Chalakuday. The 2nd defendant is the manager of its Chalakudy Banch. The plaintiff is doing consultancy in taking admission in foreign universities and arranging facilities. The defendant had taken admission in the plaintiff institution as PA – VJ – 020B NR 003 – DO2023 and had entered into a service contract on 28.02.2023. It was agreed that the student should give Rs.5,00,000/- in two installments and as per the same the defendant had given the first installment of Rs.3,00,000/- on 03.03.2023. Accordingly the plaintiff had studied German for one year and the defendant had obtained B2 certificate. As per the service contract dated 28.02.2024, the plaintiff had requested the defendant to produce B2 Language Certificate, Medical Certificate, Police Clearance Certificate etc. for arranging admission for the defendant in BERUFSFACHSCHULE FUR PELEGE GOTTINGEN nursing college

but the defendant had not produced the same and hence the plaintiff could not take admission to the defendant as per the service contract. The plaintiff was ready to act as per the service contract but the defendant breached the karar willfully for not paying the balance fees and had not produced the documents demanded by the plaintiff. Hence the plaintiff could not act as per the service contract. The plaintiff had taken all steps for obtaining B2 language and taking admission in the college as per the karar, but the defendant had not acted as per the karar and had not paid the balance fee of Rs.2,00,000/- till date. While so, the defendant had sent a legal notice to the plaintiff dated 22.07.2024 stating false facts. The plaintiff is denying the matters stated in the said notice. The defendant had paid Rs.1,25,000/- to the plaintiff but the same was used for for arranging facilities writing examination GOETHE university, Hyderabad branch and for giving special coaching for B2 Language Exam Preparations. The defendant had not passed in the first time and the amount of Rs.75,000/- given on 09.02.2024 was spent for giving special coaching. After obtaining B2 language certificate the defendant had sent notice to the plaintiff on 14.08.2024 stating that they are ready to act as per the karar and also demanded for the balance amount of Rs.2,00,000/- and the plaintiff had sent a reply notice. But the defendant had lodged a complaint before Adimali Police demanding the 1st installment of Rs.3,00,000/- and the and Rs.2,00,000/- which was paid subsequently. Hence the suit for realization of Rs.2,00,000/- with 12% interest.

3. The defendants entered appearance but failed to file written statement. Hence the defendants were called absent and set exparte.
4. The Branch Manager of the plaintiff company was examined as PW1 and Exhibit A1 to A4 marked.
5. Heard the learned counsel for the plaintiff.
6. PW1 filed proof affidavit in lieu of the chief examination reiterating the matters put forth in the plaint. PW1 produced Exhibits A1 to A4 in support of the contentions in the plaint. The evidence tendered by PW1 remains unchallenged. The evidence and

documents produced by PW1 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.2,39,189/- with interest at the rate of 12% per annum on the principal sum of Rs.2,00,000/- from the date of suit till the date of decree and thereafter, at the rate of 6% till realization from the defendant and his assets.
2. The plaintiff is permitted to recover the costs of the suit from the defendant and his assets.

(Pronounced in open court on this the 30th day of March, 2026.)

Parvathy Vijayan,
Munsiff

APPENDIX

Plaintiffs Exhibits:-

- A1 - Copy of Service Contract
- A2 - Copy of Reply Notice
- A3 - Postal Receipt
- A4 - Acknowledgment Card

Plaintiffs Witness:-

PW1 - 28/03/26 - Dr. Vinu Joy

Munsiff