

IN THE COURT OF THE MUNSIF, CHALAKUDY

Present : Parvathy Vijayan, Munsiff, Chalakudy.

Tuesday, the 31st day of March, 2026/17th Chaithra ,1947

O.S.559/2024

Plaintiff:-

National Yuva Co-operative Society's Jana Nidhi Financial Center,
Supriya Complex, Chalakudy South, East Chalakudy Village,
Chalakudy Taluk. Rep.by Assistant Manager, Sreejith, Aged 27,
S/o Ponnambilly Sudhakaran, Potta Desom & Village, Chalakudy Taluk.

By Adv. Tomy Jacob

Defendants :-

1. Jomon Johny, Aged 33, S/o Parakka Johny,
Maramkode desom, Kuttichira Village, Chalakudy Taluk.
2. Robina R, Aged 27, D/o Kulathinkal Rajan K. Mathew,
Peedikakunnu Desom, Kallur Thekkumuri Village,
Chalakudy Taluk.
3. Nidhin George, Aged 25, S/o Vadakkumchery George,
Maramkode desom, Kuttichira Village, Chalakudy Taluk.

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 realization of money due on account of a loan.

2. Plaintiff's case in brief is as follows: Plaintiff is a financial institution registered under the Multi State Co-operative Societies Act. The plaintiff has a division at South Junction, Chalakudy, by the name, Jananidhi. The defendants applied for a loan of Rs.50,000/- from the plaintiff. The plaintiff sanctioned the loan on 07.07.2021 and an amount of Rs.50,000/- was received by the defendants from the plaintiff by way of a cheque. The defendants executed loan agreement and documents at the time of accepting the amount. The plaintiff is maintaining proper accounts. The defendants had agreed to repay the amount in equated monthly installments of Rs.2,449/- starting from

24.09.2021 and ending on 24.08.2023. However, the defendants had paid only Rs.13,000/- towards the loan and interest till 20.03.2023. The first defendant is the principal debtor and defendant nos.2 and 3 are the guarantors and they have joint and several liability. As per the accounts maintained by the plaintiff, as on 24.10.2024, the plaintiff is entitled to receive Rs.66,461/- from the defendants. Despite repeated demands including sending a registered notice, the defendants failed to make payment of the amount as per the loan account. Hence the suit.

3. The defendants did not appear despite service of summons, and therefore, they were set exparte.
4. The Assistant Manager of the plaintiff company was examined as PW1 and Exhibits A1 to A3 were marked.
5. Heard learned counsel for the plaintiff.
6. 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.66,461/- with interest at the rate of 12% per annum on the principal outstanding sum 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 also permitted to recover the costs of the suit from the defendant and his assets.

(Pronounced in open court on this the 31st day of March, 2026.)

Parvathy Vijayan,
Munsiff

APPENDIX

Plaintiffs Exhibits:-

A1 - Loan Application

A2 - Account Extract

A3 - Authorization Letter

Plaintiffs Witness:-

PW1 - Sreejith

Munsiff