

In the Court of the Principal Munsiff, Nedumangad

Present:- Smt. Radhika.S. Nair, Principal Munsiff

Friday 13th March, 2026/ 22nd Phalguna, 1947

O.S.No. 275/2025

Plaintiff(s):-

The Canara Bank, Kattakkada Branch,
represented by its Manager Mithun Devanand,
S/o. Devanand N, aged 37 years.

(By Adv.: Sri. Pradeep P S & Renu G)

Defendant(s) :-

Suman, S/o. Sobhana, aged 38 years,
residing at Puthuval Puthen Veedu, Chandramangalam,
Amachal P O, Kattakkada, Thiruvananthapuram.

(ex-parte)

This suit is having been finally heard on 02..03..2026 and the court on 13..03..2026 delivered the following.

J U D G M E N T

The suit is for realization of money.

2. **The gist of the plaint claim is as follows:-** The plaintiff is Canara Bank, Kattakkada Branch represented by its Manager. On 19.12.2020, the plaintiff availed an amount of Rs.1,85,000/- as a loan from the plaintiff bank for purchasing an autorickshaw. As security to the transaction, the defendant executed an agreement cum deed of hypothecation on 19.12.2020 in favour of the plaintiff bank agreeing to

repay the loan amount together with interest @10.5% per annum. However, the defendant violated the terms and conditions and defaulted in the repayment of the loan amount . As on the date of the suit, an amount of Rs.2,81,980.21/- is due to the plaintiff bank from the defendant together with interest @ 13.40 % per annum. Hence the suit is necessitated.

3. Summons was served to the defendant. Despite the receipt of the summons, the defendant failed to appear before the court. Hence, the defendant was set exparte on 20.01.2026.

4. To prove the plaint claim, the Manager of the plaintiff bank filed proof affidavit and was examined as PW1. Exts.A1 to A4 were marked.

5. Heard the learned counsel for the plaintiff.

6. The plaint averments are proved by proof affidavit and the documents produced by the plaintiff. Since the defendant did not opt to contest the matter, the evidence adduced by the plaintiff remains unchallenged and uncontroverted. In the absence of any contra evidence, this court is of the view that, the plaintiff is entitled to get a decree as prayed for.

In the result,

The suit is decreed with costs as follows:-

The plaintiff is entitled to realize Rs. 2,81,980.21/- (Rupees two lakhs eighty one thousand nine hundred eighty and twenty one paise only) together with interest @ 9% on the principal amount from the date of the suit till this date and

hereinafter interest @ 6% till its realisation from the defendant and his assets both movable and immovable.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in open court this the day of 13th March 2026.)

Sd/-
RADHIKA.S.NAIR,
PRINCIPAL MUNSIF.

APPENDIX:-

Exhibits marked from the side of the Plaintiff(s):

A1 dated: 19..12..2020 Loan Application
A2 dated: 19..12..2020 Agreement cum Deed of Hypothecation
A3 dated: 02..08..2022 Acknowledgment of Debt and security
A4 dated: 11..03..2025 Copy of Loan Account

Exhibits marked from the side of the Defendant(s): NIL

Court Exhibits: NIL

Witnesses examined from the side of the Plaintiff(s):

PW1 dated: 02..03..2026 Mithun Devanand

Witnesses examined from the side of the Defendant(s):NIL

Id/-
PRINCIPAL MUNSIF

//True Copy//

PRINCIPAL MUNSIF

Typed by: Apsara L V
Compared by:

***True Copy of Judgment
in OS 275/2025
Dated: 13..03..2026***