

IN THE COURT OF THE ADDITIONAL MUNSIF, NEDUMANGAD

Present : Smt.Savithri.V, Additional Munsiff

On Tuesday 31st March 2026

10th Chaithra 1948

OS No. 514/2025

Plaintiff(s)

Kerala Gramin Bank, Mukkolakkal Branch,
represented by its Manager, Kerala Gramin Bank.

(By Adv.: Sri.K.P Gopalakrishna Pillai)

Defendant(s)

1. Aneesh T.A, S/o Thulasi Assari, aged 42 Years, residing at Ilayampathyol Veedu, Kusavarkal Soochivila, Kudappanakunnu, Mukkolakkal P.O., Kudappanakunnu Village.
2. Jacob Mathew, S/o Mathai K.C, aged 55 Years, residing at KP VI/1849, Yamuna Nagar (Bethel Kaithattil, Choozhampala, Mukkolakkal P.O., Kudappanakunnu Village.

(Ex-parte)

This suit having been finally heard on 12/03//2026 and the court on 31/03/2026 delivered the following judgment;

JUDGMENT

1. **Suit is for recovery of money.**
2. **The gist of the plaint averments is as follows:-** The plaintiff bank is the Kerala Gramin Bank, a Banking Company registered under the Companies Act 1956 and functioning under Banking Regulation Act 1949 with its registered office at

Malappuram and one of its branches at Mukkolakkal represented by its Manager. On the application of the defendants, the plaintiff bank sanctioned a GCL loan of ₹50,000/- (Rupees Fifty Thousand only) on 27/03/2017 on loan account bearing No.64115340000117. The 1st defendant is the borrower and the 2nd defendant is the Co-obligant/Guarantor. While availing the above loan, the defendants executed a Demand Promissory Note, Take Delivery Letter to DPN, Agreement for General Consumption loan/HL Plus in favour of the plaintiff bank agreeing to repay the loan amount with interest @ 15% per annum compounded monthly and penal interest @ 2% per annum in case of default. The rate of interest is subjected to variation. Though, the defendants availed the loan by agreeing to repay the loan interest promptly, they failed to do so. However, on 27/01/2020 and 06/01/2023, the defendants executed Acknowledge of Debt and Security validly acknowledging the correctness of the then liability. Despite the issuance of notice and repeated requests by the plaintiff, the defendants failed to repay the amount. Thus, the defendants have violated the terms of loan agreement. As per the statement of account maintained by the plaintiff bank, as on 27/05/2025, an amount of ₹97,233/- (Rupees Ninety Seven Thousand Two Hundred and Thirty Three only) is due to the plaintiff. Hence, this suit.

3. Even though summons was served on the defendants, they remained absent with no representation. Thus, the proceedings against the defendants were set-exparte.

4. From the side of plaintiff, the branch manager filed affidavit in lieu of chief examination and was examined as PW1. Exts.A1 to A9 were marked.

5. Heard the counsel for the plaintiff and perused the records.

6. PW1 filed proof affidavit in tune with the plaint averments. Ext.A1 is the Loan Application dated 27/03/2017, Ext.A2 is the details of co-obligant/Guarantor dated 27/03/2017, Ext.A3 is the Demand Promissory Note dated 27/03/2017, Ext.A4 is the Take Delivery Letter to DPN dated 27/03/2017, Ext.A5 is the Agreement for General Consumption loan/HL Plus dated 27/03/2017, Ext.A6 is the loan sanctioned

communication to the borrowers/Co-obligants/Guarantors dated 27/03/2019, Ext.A7 and A8 are the Acknowledgement of Debt and Security dated 27/01/2020 and 06/01/2023 and Ext.A9 is the statement of accounts. The plaint claim stands proved through the unchallenged evidence of PW1 in the form of Exts.A1 to A9.

7. **In the result**, suit is decreed with costs, directing the defendants to pay an amount of ₹97,233/- (Rupees Ninety Seven Thousand Two Hundred and Thirty Three only) with future interest @ 9% per annum from the date of suit, till the date of decree and thereafter @ 6% per annum, till realization of the amount from the defendants or their assets both movable and immovable.

(Dictated to the Confidential Assistant, typed by her, corrected by me and pronounced in Open Court on this, the 31st day of March, 2026).

Sd/-
SAVITHRI.V
ADDITIONAL MUNSIFF

APPENDIX:

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

A1	dated: 27/03/2017	Loan Application
A2	dated: 27/03/2017	Details of Co-obligant/Guarantor
A3	dated: 27/03/2017	Demand Promissory Note
A4	dated: 27/03/2017	Take Delivery Letter to DPN
A5	dated: 27/03/2017	Agreement for General Consumption Loan
A6	dated: 27/03/2019	Loan sanctioned communication to the borrowers/Co-obligants/Guarantor
A7	dated: 27/01/2020	Acknowledgment of Debt and Security
A8	dated: 06/01/2023	Acknowledgment of Debt and Security
A9		Settlement of Accounts

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

Court Exhibits:- NIL

Witness Examined from the side of Plaintiff(s):-

PW1 dated: 12/03/2026 Arundas

Witness Examined from the side of Defendant(s):- NIL

Id-
ADDITIONAL MUNSIF
//True Copy//

ADDITIONAL MUNSIF

Typed by: PB
Compd by:

**True Copy of Judgment
in OS 514/2025
dated: 31/03/2026**