

**IN THE COURT OF THE ADDITIONAL MUNSIF, NEDUMANGAD**

**Present : Smt.Savithri.V, Additional Munsiff**

On Tuesday 31<sup>st</sup> March 2026

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10<sup>th</sup> Chaithra 1948

**OS No. 518/2025**

**Plaintiff(s)**

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

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

**Defendant(s)**

1. Sunitha C.G, W/o Vinod Kumar.G, aged 45 Years, residing at Chandrika Bhavan, Kallayam P.O., Vattappara Village, Nedumangad Taluk.
2. Remadevi.R, W/o Sivakumar.V.S, residing at Sreekrishna Bhavan, Nambadu, Kallayam P.O, Vattappara Village, Nedumangad Taluk, Thiruvananthapuram, Pin 695 043.

**(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 MSRCC loan of ₹1,00,000/- (Rupees One Lakh only) on 07/03/2018 on loan account bearing No.40641131002689. The 1<sup>st</sup> defendant is the borrower and the 2<sup>nd</sup> 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 MSME Working Capital Limits-CC&OD, Guarantee Agreement and Guarantee covering letter on the same day in favour of the plaintiff bank agreeing to repay the loan amount with interest @ 10.5% per annum compounded quarterly 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 22/06/2020 and 11/10/2022, 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 30/04/2025, an amount of ₹1,11,049.54/- (Rupees One Lakh Eleven Thousand and Forty Nine and Fifty Four Paise 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 A12 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 07/03/2018, Ext.A2 is the details of co-obligant/Guarantor dated 07/03/2018, Ext.A3 is the Demand Promissory Note dated 07/03/2018, Ext.A4 is the Take Delivery Letter to DPN dated 07/03/2018, Ext.A5 is the Request for Overdraft Facilities dated 07/03/2018, Ext.A6 is the Agreement for MSME Working

Capital Limits-CC&OD dated 07/03/2018, Ext.A7 is the Guarantee Agreement dated 07/03/2018, Ext.A8 is the Guarantee covering letter dated 07/03/2018, Ext.A9 is the loan sanctioned communication to the borrowers/Co-obligants/Guarantors dated 07/03/2018, Ext.A10 and A11 are the Acknowledgement of Debt and Security dated 22/06/2020 and 11/10/2022 and Ext.A12 is the statement of accounts. The plaint claim stands proved through the unchallenged evidence of PW1 in the form of Exts.A1 to A12.

7. **In the result**, suit is decreed with costs, directing the defendants to pay an amount of ₹1,11,049.54/- (Rupees One Lakh Eleven Thousand and Forty Nine and Fifty Four Paise 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 31<sup>st</sup> day of March, 2026).

Sd/-  
**SAVITHRI.V**  
**ADDITIONAL MUNSIFF**

**APPENDIX:**

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

A1	dated: 07/03/2018	Loan Application
A2	dated: 07/03/2018	Details of Co-obligant/Guarantor
A3	dated: 07/03/2018	Demand Promissory Note
A4	dated: 07/03/2018	Take Delivery Letter to DPN
A5	dated: 07/03/2018	Request for Overdraft facilities
A6	dated: 07/03/2018	Agreement for MSME Working Capital Limits CC & OD
A7	dated: 07/03/2018	Guarantee Agreement
A8	dated: 07/03/2018	Guarantee Covering Letter

A9	dated: 07/03/2018	Loan Sanctioned Communication to the borrower
A10	dated: 22/06/2020	Acknowledgment of Debt and Security
A11	dated: 11/10/2022	Acknowledgment of Debt and Security
A12		Statement 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

//True Copy//

Id-  
**ADDITIONAL MUNSIFF**

**ADDITIONAL MUNSIFF**

Typed by: PB  
Compd by:

**True Copy of Judgment  
in OS 518/2025  
dated: 31/03/2026**