

**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. 746/2021**

**Plaintiff(s)**

M/s Mulamoottil Consumer Credits Limited,  
T.C 09/1419(1), Temple Road,  
Sasthamangalam, Thiruvananthapuram-10,  
represented by its Assistant Manager,  
Nedumangad Brach, Arun.P.Dev, aged 49 Years,  
S/o Devapalan Nair,

**(By Adv.: Sri.R.Dinesh Kumar)**

**Defendant(s)**

1. Rajeev.S, aged 37 Years, S/o Surendran,  
Roadarikathu Veedu, Ambalathinkala P.O.,  
Kulathummam, Kattakkada Taluk.
2. Sheeja V.S, aged 34 Years, W/o Rajeev,  
Roadarikathu Veedu, Ambalathinkala P.O.,  
Kulathummam, Kattakkada Taluk.

**(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.**

The plaintiff is M/s Mulamoottil Consumer Credits Ltd, represented by the Assistant Manager, Nedumangad branch.

2. **The gist of the plaint averments is as follows:-** The plaintiff company is engaged in the business of Hire purchase for which the plaintiff company is registered under the Reserve Bank of India Act as a Non-Banking Financial Company and its Registration Number is 1600033 dated 25/09/1998. The suit is instituted on behalf of the plaintiff M/s Mulamoottil Consumer Credits Ltd. by the Assistant Manager of Nedumangad Branch who has been empowered for this purpose. On the request of the defendants, the plaintiff company sanctioned a loan of ₹29,760/- (Rupees Twenty Nine Thousand Seven Hundred and Sixty only) on 05/08/2019 for purchasing a LED T.V. The loan was sanctioned to the 1<sup>st</sup> defendant on the guarantee of 2<sup>nd</sup> defendant following the terms and conditions as per the security documents. The defendants have jointly executed a Demand Promissory Note on 05/08/2019, promising to repay the loan amount of ₹24,000/- with interest @12% per annum. The defendants have also jointly executed an agreement of the Hire purchase, which states that the hirer shall pay the owner ₹1,240/- per month as installments for a period of 24 months on 05/08/2019 for ₹29,760/-. Though the defendants availed the loan, they failed to make prompt repayments. Despite repeated requests from the plaintiff's office including legal notice on 03/11/2021, the defendants did not care to regularize or settle the due amount. Thus, the defendants grossly violated the terms and conditions of the agreement. As per the statement of accounts kept in the name of the defendants, an amount of ₹21,746/- (Rupees Twenty One Thousand Seven Hundred Forty Six only) is outstanding as due to the plaintiff as on 08/12/2021 together with future interest @ 15% per annum. Hence this suit.

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

4. On the side of plaintiff, the branch manager filed affidavit in lieu of chief examination and was examined as PW1. Exts.A1 to A7 series 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 certified copy of Power of Attorney, Ext.A2 is the Demand Promissory Note for ₹24,000/- dated 05/08/2019, Ext.A3 is the Agreement of Hypothecation for ₹29,760/- dated 05/08/2019, Ext.A4 is the statement of accounts dated 08/12/2021, Ext.A5 is the copy of lawyer's notice dated 03/11/2021, Ext.A6 series are the postal receipts and Ext.A7 series are the Acknowledgement cards. The plaint claim stands proved through the unchallenged testimony of PW1 and Exts.A1 to A7 series.

7. **In the result**, suit is decreed with costs, directing the defendants to pay an amount of ₹21,746/- (Rupees Twenty One Thousand Seven Hundred Forty Six only) with interest @9% per annum, from the date of suit, till the date of decree and thereafter @ 6% per annum, till realization from the defendants and their assets both movable and immovable.

(Dictated to the Confidential Assistant, transcribed and 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 MUNSIF**

**APPENDIX:**

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

A1

Certified copy of Power of Attorney



**True Copy of Judgment  
in OS 746/2021  
dated: 31/03/2026**