

**IN THE COURT OF THE SUB JUDGE, ATTINGAL
PRESENT: SRI. ARSHAD KHAN A.R, SUB JUDGE
Thursday 12th March, 2026/ 21st Phalguna, 1947**

OS. No.93/2023

Plaintiff:

Satheeshkumar.S, S/o. Sasidharan Asari, aged 54 years,
(Prop. Sreekrishna Times, Attingal),
S.K. Bhavan, Cherukkarakonam,
Perumkulam P.O, Keezhattingal Village.

By Advs: Sri. S. Shajahan & Sri. R. Mahendralal.

Defendant:

Shelva Raj, aged 46 years, S/o.Thyagarajan,
(Prop. Drisya Jewellery works & Watches, Nalumukku),
residing at Thiruvonam House,
Moongodu P.O, Ottoor Village.

By Adv: Sri. Vishnu Raj. R.

This Original suit is coming on for hearing on 02.03.2026 and the court on 12.03.2026 delivered the following:

JUDGMENT

1. Suit is for realisation of money.
2. **The case of the plaintiff is as follows:** - Plaintiff and defendants are friends. Plaintiff is running a mobile and watch repairing service shop in the name and style 'Sree Krishna Times' at Attingal. Defendant is running a shop viz. 'Drisya Jewellery works and watches' at Manamboor Nalumukku. Defendant used to purchase watches and accessories from the plaintiff on wholesale basis for his business. While so, the defendant requested financial assistance from the plaintiff to complete the construction of his building. He told the plaintiff that he had already applied for a loan from Ottoor Service Co-operative Bank and he will repay the amount within a month. On 15-06-2023, plaintiff handed over Rs. 10 lakh to the defendant at his shop. Defendants issued

a cheque dated 20-07-2023 for the repayment of the loan amount. When the cheque was presented for collection, it was returned stating the reason that 'Exceeds arrangement'. Thereafter, the plaintiff approached the defendant and requested to pay the cheque amount. However, the defendant did not pay the cheque amount so far. Thus, plaintiff is compelled to file this suit. He wants to realise Rs. 10,00,000/- with 12% interest per annum from the date of cheque till realisation.

3. Though the defendant entered appearance after receipt of summons, he failed to file written statement. Consequently, he was set exparte.

4. Plaintiff was examined as PW1 and Exts. A1 & A2 were marked. Exts.A1 is the cheque issued by the defendant in favour of the plaintiff. Ext.A2 is the dishonour memo issued by Axis Bank Attingal Branch which proves that the cheque was dishonoured due to the reason 'Exceeds arrangement'. The term 'Exceeds arrangement' means nothing but no sufficient funds to honour the cheque. With the unchallenged oral and documentary evidence, the case of the plaintiff stands proved. Therefore, he is entitled to realise the cheque amount with interest. It is not a commercial transaction and there is no interest rate agreed between the parties for repayment. Therefore, 6% interest would be fair in the facts & circumstances of this case.

5. In the result, the suit is decreed with costs as follows: -

**The plaintiff is entitled to realise
Rs.10,00,000/- with interest @ 6% per annum from
the date of cheque (20-07-2023) till realisation.**

(Dictated to the Confidential Assistant, transcribed and typed by him, corrected by me and pronounced in open court on this the 12th day of March, 2026).

Sd/-
ARSHAD KHAN A.R,
SUB JUDGE

APPENDIX:

Exhibits for the Plaintiff:

A1	20.07.2023	Original cheque No. 399076, SBI, Kallambalam.
A2	12.09.2023	Dishonor memo, Axis Bank, Attingal Branch.

Exhibits for the Defendant: Nil

Witness for the Plaintiff:

PW1	29.01.2025	Satheeshkumar Sasidharan.
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Witness for the Defendant: Nil

Id/-
SUB JUDGE

//True copy//

SUB JUDGE

Typed by : Nowsharudheen S.
Compared by :

**Copy of Judgment in OS No.90/2023
Dated: 12.03.2026**