

IN THE COURT OF THE MUNSIFF, IRINJALAKUDA
Present: Smt.Priya.K.P., Principal Munsiff
Tuesday, 23rd day of January, 2024/3rd Magham, 1945.

O.S.No. 963/2022

Plaintiff:-

Shimla Investment & Management Service, Amballur
desom, Nenmanikara Village, Mukundapuram Taluk.
Rep. by Managing Director George, 67 years,
S/o Nereparambil Lonappan, Muriyad Village, desom,
Mukundapuram Taluk.

By Advs. T. K. Madhu & P. G. Jayan

Defendants:-

1. Binoy, 39 years, S/o Mattathi Etteera, V.R. Puram
desom, Perambra Village, Chalakudy Taluk.
2. Shaju, 47 years, S/o Thekkiniyadan Devassy,
Aloor Village, desom, Chalakdy Taluk.
3. Samil, 34 years, S/o Ambadan Aboobacker,
Perumbavoor Village, desom, Kunnathnad Taluk.

Exparte

This suit coming on 17.01.2024 for hearing and the court delivered
the following:-

J U D G M E N T

Suit is for realization of money.

2. Plaintiff is a registered company represented by its Managing
Director. On 10.03.2020, defendants availed a loan of Rs.2,00,000/- from
the plaintiff company and on the same day, executed a joint promissory note
with the plaintiff company agreeing to repay the amount with interest on
demand. Defendants repaid Rs.22,000/- towards the loan amount. Plaintiff is
entitled to get Rs.2,32,400/- which is the defaulted amount. Though the
plaintiff demanded the money directly and through notice, the defendants

failed to make the payment of defaulted amount to the plaintiff . Hence this suit.

3. Summons was served to the defendants. Defendants remained *ex parte*.

4. Plaintiff was examined as PW1. He filed affidavit in lieu of examination in chief. Ext.A1 to A3 were marked.

5. Heard the learned counsel for plaintiff and perused Ext.A1 to A3. Since the defendants remained *ex parte*, the affidavit and documents filed by the plaintiff remains unchallenged.

6. On perusing the documents and considering the evidence adduced by PW1, I am satisfied that the plaintiff is entitled for the relief sought for. Hence the suit is decreed as follows:-

1. Defendants shall pay Rs.2,32,400/- (Rupees two lakh thirty two thousand and four hundred only) to the plaintiff with interest of 12% per annum from the date of filing of this suit to the date of decree and thereafter 6% per annum till its realization.
2. Plaintiff is entitled for the costs of the suit.

(Dictated to the confidential assistant, transcribed and typed by him, corrected by me and pronounced in open court on this the 23rd day of January, 2024)

Sd/-
Priya K.P,
Principal Munsiff

APPENDIX:-**Plaintiffs Witness:-**

PW1 17.01.2024 N. L. George

Plaintiffs Exhibits:-

A1 10.03.2020 Promissory note

A2 07.10.2022 Copy of lawyer notice

A3 Series Postal receipts(3 nos)

Defendants Exhibits:- NIL

Id/-
Principal Munsiff

//true copy//

Principal Munsiff

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Judgment in OS. 963/2022
Dated. 23.01.2024