IN THE COURT OF THE PRINCIPAL MUNSIFF OF KASARAGOD

Present: Smt. Rasna Vijayan.,Principal Munsiff
Friday, the 13th day of March, 2026/ 22nd Phalguna 1947.

ORIGINAL SUIT No. 258 OF 2025

Between:-

Kerala Gramin Bank, Head Office at Malappuram,
Rep. through its Branch Manager of Chengala Branch,
Chengala Village and Post, Kasaragod Taluk and District. } Plaintiff

AND

1. Ibrahim Kaleel.M., aged 40 years,
2. B.Abdul Nazar, aged 55 years,
3. Asmabi, aged 63 years,

Defendant No.1 is S/o Mohammed Kunhi,
R/at Kalliamotta House, Thekkil Village and Post,
Kasaragod Taluk and District – 671541.
Defendant No.2 is S/o Amoo Haji,
R/at Bevinje House, Thekkil Village and Post,
Kasaragod Taluk and District – 671541.
Defendant No.3 is W/o Abdul Rahiman,
R/at Kalliamotta House, Thekkil Village and Post,
Kasaragod Taluk and District – 671541. } Defendants

This suit coming on the 3rd day of March, 2026 for final hearing before me in the presence of Sri.Sathyashankara.M., Advocate for Plaintiff; Defendants were called absent, set exparte and having stood over to this day for consideration the Court delivered the following.

JUDGMENT

The suit is one for the realisation of money.

2. **Plaint averments, in brief, are as follows**:- The first defendant as the principal borrower, second and third defendant sureties availed a vehicle loan of Rs.42,000/- from the plaintiff bank as per loan account No.42915359937510 dated 09.10.2010. The defendants agreed to pay interest of 11% per annum with overdue interest at 2% per annum on the amounts overdue in case of default. Th loan was to be repaid in equated monthly installments. Initially, they made repayments towards the loan accounts and subsequently defaulted. As per the account maintained by the plaintiff, the defendants are liable to pay an amount of Rs.1,29,304/- with interest. Hence, the suit is for realising the loan amount.

3. The defendants 2 and 3 failed to appear before this court on receipt of summons and accordingly, they were set exparte. The defendant No.1 failed to appear before this court on receipt of summons, by affixture, paper publication also produced and accordingly he was set exparte.

4. The manager of the plaintiff bank filed an affidavit in lieu of his examination in chief and examined as PW1, and Exts.A1 to A8 were marked.

5. In the chief affidavit, PW1 reiterated the plaint averments. Ext.A1 is the loan agreement executed by the defendants dated 09.10.2010. Ext.A1 would show that the defendants availed a loan of Rs.42,000/- from the plaintiff bank. Ext.A2 to A6 are the acknowledgment of debts executed by the defendant No.1 dated 01.10.2013, 09.03.2016, 23.04.2018, 18.03.2021 and 17.02.2024 respectively. Ext.A7 is the office copy of lawyer's notice dated 15.04.2025. Ext.A8 is the statement of account maintained by the plaintiff bank dated 05.06.2025. It would show that the defendants defaulted towards payment of the loan amount, and as of 09.05.2025, an amount of Rs.1,27,577/- is the outstanding balance. Hence, uncontroverted evidence of PW1, coupled with Exts.A1 to A8, proved the case of the plaintiff, and in my view, the plaintiff is entitled to recover the relief sought.

As a result, the suit is decreed as follows:-

1. The defendants are directed to pay jointly, severally and personally to the plaintiff an amount of ₹1,29,304/- (Rupees One lakh twenty nine thousand three hundred and four only) with interest at the rate of 13% per annum from the date of the suit (21.06.2025) till the date of the decree and thereafter with interest @ 6% per annum till realisation.

2. The defendants shall pay the costs of the suit to the plaintiff.

Dictated to the Confidential Assistant, typed by her directly, corrected and pronounced by me in open Court, this the 13th day of March, 2026.

Sd/-

PRINCIPAL MUNSIFF

APPENDIX OF EVIDENCE

Exhibits Marked for Plaintiff:-

A1	09.10.2010	Loan agreement executed by the defendants in favour of the plaintiff bank.
A2	01.10.2013	Acknowledgment of debt executed by the 1st defendant in favour of the plaintiff bank.
A3	09.03.2016	Acknowledgment of debt executed by the 1st defendant in favour of the plaintiff bank.
A4	23.04.2018	Acknowledgment of debt executed by the 1st defendant in favour of the plaintiff bank.
A5	18.03.2021	Acknowledgment of debt executed by the 1st defendant in favour of the plaintiff bank.
A6	17.02.2024	Acknowledgment of debt executed by the 1st defendant in favour of the plaintiff bank.
A7	15.04.2025	Office copy of registered lawyer's notice.
A8	05.06.2025	Statement of account maintained by plaintiff bank.

Exhibit Marked for Defendant:- Nil.

Witness Examined for Plaintiff:-
PW1. Rajeesh P.R., The Branch Manager, Kerala Gramin Bank, Chengala Branch. (through affidavit)

Witness Examined for Defendant:- None.

Sd/-
PRINCIPAL MUNSIFF

//True Copy//

PRINCIPAL MUNSIFF

Typed by: Remani.K.
Compared by: Jincy George

Fair/Copy of Judgment in OS.258/2025
Dated : 13.03.2026