

IN THE COURT OF THE MUNSIFF OF CHITTUR

Present :- Sri. Raphael.E.V., Munsiff, Chittur
Saturday the 27th day of July, 2024
5th day of Sravana, 1946 S.E.

ORIGINAL SUIT No: 415/2022

Kerala Gramin Bank, : Plaintiff
Thathamangalam Branch,
Chittur Taluk, Palakkad District-678102
Represented by its Branch Manager

Vs.

Prakasan.K, aged 55 years, : Defendant
S/o.Krishnan, Koundankalam,
Thekkedesom, Chittur Taluk,
Palakkad District-678553

This suit is coming on this day for hearing before me in the presence of Sri.A.K.Priya Anil, Sri.T.R.Anil Venugopal, Sri.S.Sivakumar and Smt.Sruthy, Advocates for the plaintiff and defendant called absent set exparte and the court delivered the following :-

J U D G M E N T

Suit for realization of money.

2. Plaint averments in brief are as follows:- On 30-09-2015 the defendant

applied agricultural loan of Rs.90,000/- and the same was sanctioned by the plaintiff bank. Defendant had availed the credit facility as per Loan Account No.KCC 40298131007082 on 30-9-2015. While availing the loan, the defendant have executed a Memorandum of Agreement for Agricultural Loans promising to repay the loan amount together with interest at the rate of 12% per annum. The defendant had executed Acknowledgement of Debt and Security with regard to the liability as per the above loan account. Even from the beginning itself the defendant did not care to pay the amounts due promptly. In spite of repeated demands made by the plaintiff to the defendant the defendant failed to pay the amounts to the plaintiff bank. Hence the suit.

3. The defendant entered appearance, but failed to file written statement. Hence the defendant was called absent and set *ex parte*.

4. To prove the case of the plaintiff bank, PW1 the Manager of the bank was filed affidavit in lieu of chief-examination and produced Ext.A1 to A7 documents. No contra evidence tendered and hence proof affidavit is accepted and marked as Exts.A1 to A7. The affidavit along with the documentary evidence proved the case of the plaintiff.

In the result,

- 1) The suit is decreed with costs directing the defendant to pay a sum of ₹ 1,56,007/- with an interest @ 12% per annum from the date of the suit till the date of decree and future interest @ 6% per annum till realization from the date of decree.
- 2) Directing the defendant to pay the costs of this suit to the plaintiff.

Dictated to the Confidential Assistant, transcribed by him, corrected and pronounced by me in open court, this the 27th day of July, 2024.

Munsiff

Plaintiffs Witness Examined :

PW1 : Vinish Wilson

Plaintiffs Exhibits :

A1	30-09-2015	:	Memorandum of agreement for Agricultural Loans
A2	30-09-2015	:	Loan Sanction Communication to Borrowers/Co-Obligants/Guarantors
A3	28-09-2017	:	Acknowledgement of debt and Security of Borrowers/Co-Obligant
A4	22-10-2019	:	Acknowledgement of debt and Security of Borrowers/Co-Obligant
A5	15-03-2022	:	Acknowledgement of debt and Security of Borrowers/Co-Obligant

A6 03-10-2022 : Copy of Lawyer notice sent by Advocate A.K.Priya Anil

A6(a) : Acknowledgement Card

A7 : Statement of Account for the period from 30-09-2015
to 13-10-2022

Defendants Witness and Exhibits : Nil

Munsiff

Typed by : Sreela.K.S

Compared by : Dhanalakshmi

Fair / Copy of Judgment in
O.S.No. 415/2022
Dated : 27/07/2024
