IN THE COURT OF THE MUNSIFF, TIRUR
Present: Sri. SANU C., MUNSIFF
Friday, the 20th day of December, 2024
the 29th day of Agrahayana 1946

ORIGINAL SUIT No.321 OF 2022

Between:

UCO Bank,
By its Manager.
Tirur Branch. — Plaintiff

And :

1. Abdul Manaf, 47 years,
   Ottarakkal House, Kavilakkad,
   Purathur amsom, Purathur P.O.,
   Tirur Taluk, Malappuram District,
   Pin – 676102.
2. Asma Mol, 27 years,
   D/o.Abdul Manaf, Ottarakkal House,
   Kavilakkad, Purathur amsom,
   Purathur P.O., Tirur Taluk,
   Malappuram District, Pin – 676102.
3. Arshad Mon, 30 years,
   S/o.Abdul Manaf, Ottarakkal House,
   Kavilakkad, Purathur amsom,
   Purathur P.O., Tirur Taluk,
   Malappuram District, Pin – 676102.

— Defendants

This suit have been finally heard on 26-11-2024 in the presence of Sri. C.M.Venugopalan, Smt. Sreekala K. and Smt.Femya T.P., Advocates for the plaintiffs and defendants called absent, set exparte and the Court on 20-12-2024 delivered the following;

J U D G M E N T

Suit is one for realization of money.

2. **The plaint averments in brief are as follows:-** The plaintiff is a bank and a body corporate constituted under Banking companies (Acquisition and Transfer of undertaking) Act, 1970 having its Head office at Kolkata and branch at Tirur. The defendants No.1 to 3 are the legal heirs of Mrs. Shaharban Manaf. Mrs. Shaharban Manaf, wife of first defendant, applied to the plaintiff bank on 01.11.2019 for a loan of ₹4,75,000/-(Rupees Four Lakh and Seventy Five Thousand only) for the purpose of her business. The plaintiff bank sanctioned the said loan. The said loan application dated 01.11.2019. On 18.11.2019, Mrs. Shaharban Manaf executed an agreement relating to term loan, in favour of the plaintiff bank. The terms of repayment of the said loan was to repay by 60 equated monthly installments of ₹10,500/-(Rupees Ten thousand five hundred only) each commencing from the month of December, 2019, with interest at 1.15% per annum above the UCO Bank prime lending rate, which is at present 8.40% per annum, subject to minimum rate of interest of 9.55% per annum, with monthly rests, or in accordance with the directives of Reserve Bank of India from time to time. On the same day, Mrs. Shaharban Manaf executed a composite deed of Hypothecation. On 31.03.2020, Mrs. Shaharban Manaf executed a Balance Confirmation letter. Later on 23.06.2020, Mrs. Shaharban Manaf, applied for another facility of ₹90,000/- (Rupees Ninety Thousand only)as additional working capital term loan under GECL for credit facility, to meet operational liabilities, buy raw materials and restart business amid Covid-19 pandemic. Mrs. Shaharban Manaf executed a letter undertaking that the funds will not be utilised for any other

purpose other than purposes mentioned in the above letter for above business purposes. On 23.06.2020, Mrs. Shaharban Manaf executed demand promissory note. On the same day, Mrs. Shaharban Manaf executed an agreement relating to term loan and composite deed of Hypothecation. As per the terms of repayment, the loan shall be repaid in 36 equated monthly installments of ₹2,800/- (Rupees Two thousand eight hundred only) each, commencing from the month of June, 2021.

3. Above said Mrs. Shaharban Manaf died subsequently. She is survived by husband and two children, who are the defendants as legal heirs. The said legal heirs of deceased Shaharban Manaf, are liable to the suit claim so far to the extent of the properties inherited by them. The plaintiff is entitled to a decree against the defendants so far to the extent of the properties inherited by them as the legal heirs of deceased Shaharban Manaf.

4. The plaintiff made several demands to the defendants for payment of the money due and settlement of the accounts, including registered notice. But they have not remitted the amount due to the plaintiff bank and closed the loan accounts. The plaintiff is keeping true and correct accounts with respect to the said loan transaction. An amount of ₹3,80,562/-(Rupees Three Lakh Eighty Thousand Five Hundred and Sixty Two only) is due from the defendants as on the date of the suit. Hence, the above suit is filed for realization of the said amount.

5. Though summons was served on defendants they remained absent before Court, their name were called and case against them were heard exparte.

6. On the side of plaintiff, PW1 was examined and Ext. A1 to A14 were marked.

7. Heard the counsel for the plaintiff.

8. The Manager of the plaintiff bank was examined as PW1. PW1 testified that Mrs. Shaharban Manaf, wife of first defendant, applied to the plaintiff bank on 01.11.2019 for a loan of ₹4,75,000/-(Rupees Four Lakh and Seventy Five Thousand only) for the purpose of her business. The plaintiff bank sanctioned the said loan as per Ext.A1 loan application. On 18.11.2019, Mrs. Shaharban Manaf executed Ext.A2 agreement relating to term loan, in favour of the plaintiff bank and Ext.A3 composite deed of Hypothecation, agreeing to all the terms and conditions of the loan. On 31.03.2020, Mrs. Shaharban Manaf executed Ext.A4 Balance Confirmation letter. PW1 further contended that on 23.06.2020, Mrs. Shaharban Manaf, applied for another facility of ₹90,000/- (Rupees Ninety Thousand only)as additional working capital term loan under GECL for credit facility, to meet operational liabilities, buy raw materials and restart business amid Covid-19 pandemic. The plaintiff bank sanctioned the said loan as per Ext.A5 loan application and Ext.A9 sanction letter. Mrs. Shaharban Manaf executed a Ext. A8 letter undertaking. Officer letter to borrower and letter from borrower were marked as Ext.A6 and A7 respectively. On 23.06.2020, Mrs. Shaharban Manaf executed Ext.A10 demand promissory note and Ext.A11 agreement relating to term loan and Ext.A12 composite deed of Hypothecation. PW1 also testified that above said Mrs. Shaharban Manaf died subsequently. She is survived by husband and two

children, who are the defendants as legal heirs. The said legal heirs of deceased Shaharban Manaf, are liable to the suit claim so far to the extent of the properties inherited by them. The plaintiff is entitled to a decree against the defendants so far to the extent of the properties inherited by them as the legal heirs of deceased Shaharban Manaf. The plaintiff made several demands to the defendants for payment of the money due and settlement of the accounts, including registered notice. But they have not remitted the amount due to the plaintiff bank and closed the loan accounts. The statements of accounts maintained by the plaintiff Bank with respect to the said loan transaction certified under the Provisions of the Bankers' Book Evidence Act are marked as Ext.A13 and A14 respectively. According to PW1, an amount ₹3,80,562/-(Rupees Three Lakh Eighty Thousand Five Hundred and Sixty Two only) is due from the defendants as on the date of the suit. PW1 filed affidavit in lieu of examination in chief in tune with the averments in the plaint and the same remains unchallenged and unrebutted. No contra evidence tendered. Affidavit along with the documentary evidence is tendered by the plaintiff to prove the case. Therefore, this Court is satisfied that the plaintiff has proved its case by adducing cogent and reliable evidence. Hence, the plaintiff is entitled to a decree as prayed for.

In the result, the suit is decreed as follows.

1. Directing the defendants to pay ₹3,80,562/-(Rupees Three Lakh Eighty Thousand Five Hundred and Sixty Two only) to the plaintiff with interest at the rate of 9.90% per annum compounded at monthly rests on the

principal amount of ₹3,67,595/- (Rupees Three lakh sixty seven thousand five hundred and ninety five only) and a penal interest of 2% per annum on ₹ 3,67,595/- (Rupees Three lakh sixty seven thousand five hundred and ninety five only) from the date of suit till the date of decree and with future interest at the rate of 6% per annum from the decree till realization.

2. Directing the defendants to pay ₹1,06,072/-(Rupees One Lakh Six Thousand and Seventy Two only) to the plaintiff with interest at the rate of 8.90% per annum compounded at monthly rests on the principal amount of ₹1,03,123/- (Rupees One lakh three thousand one hunred and twenty three only) and a penal interest of 2% per annum on ₹ 1,03,123/- (Rupees One lakh three thousand one hunred and twenty three only) from the date of suit till the date of decree and with future interest at the rate of 6% per annum from the decree till realization.

3. Defendants shall pay costs.

(Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in open court, this the 20th day of December, 2024).

MUNSIFF.

Appendix:
Plaintiffs Witness:
PW1: Vinu.
Defendant's Witness : Nil
Plaintiff's Exhibits:
A1 : 01-11-2019 : Loan Application.
A2 : 18-11-2019 : Agreement relating to Term Loan.
A3 : 18-11-2019 : Composite Deed of Hypothecaton.
A4 : 31-03-2020 : Balance Confirmtion Letter
A5 : 23-06-2020 : Loan Application.
A6 : 23-06-2020 : Offer Letter to Borrower.
A7 : 23-06-2020 : Letter From Borrower.
A8 : 23-06-2020 : Undertaking Letter From Borrower.
A9 : 23-06-2020 : Sanction Letter.
A10 : 23-06-2020 : Demand Promissory Note.
A11 : 23-06-2020 : Agreement relating to Term Loan.
A12 : 23-06-2020 : Composite Deed of Hypothecaton.
A13 : 19-10-2022 : Statement of Accounts.
A14 : 14-11-2022 : Statement of Accounts.
Defendant's Exhibits: Nil

MUNSIFF.

Typed by : Krishnakumari.V
Compared by :1. 2.

- -

Fair Judgment in OS 321/2022
Dated : 20-12-2024.

- -