

IN THE COURT OF THE MUNSIFF OF TALIPARAMBA

Present: Smt. Athulya A, Munsiff

Wednesday, the 30th day of October, 2024
(8th day of Karthika, 1946)

ORIGINAL SUIT No. 490 OF 2022

Canara Bank, Taliparamba Branch, represented by its)
Senior Manager and Principal Officer, Taliparamba P.O.,) Plaintiff
Taliparamba village, Kannur District - 670141.)

Vs.

Moideenkutty K.P., aged 51 years, S/o Muhammed N.U.,)
Kakkottakathu Purayil, Azad Nagar, Taliparamba P.O.,) Defendant
Taliparamba village, Taliparamba Taluk,)
Kannur District-670141.)

This Suit coming on this day for hearing before me in the presence of S/Sri.Kuttikrishnan.K., and Chandralekha.A, Advocates for the Plaintiff; defendant called absent, set exparte; and the Court delivered the following:

J U D G M E N T

The suit is for the realization of money.

2. Plaint averments, in brief, are as follows:- Canara Bank, Taliparamba branch, represented by its Manager is the plaintiff in this case. The defendant availed a loan of ₹1,40,000/- from the plaintiff by executing an agreement. As per the terms of the agreement, the loan amount had to be repaid within 59 monthly installments. However, the defendant failed to pay the amount as agreed, which led to the plaintiff

issuing a registered lawyer's notice to them on 09.02.2022. Now the defendants are liable to pay an amount of ₹1,80,689/- with interest, leading to this suit

3. Despite receipt of summons by the defendant, he remained absent and the suit is proceeded ex parte against him.

4. The Manager of the plaintiff bank was examined as PW1 and Exts.A1 to A6 are marked.

5. Heard.

6. PW1 filed an affidavit in lieu of examination in chief by reiterating the contentions in the plaint. Ext.A2 is the agreement executed by the defendant, which would show that the defendant availed an amount of ₹1,40,000/- from the plaintiff. Ext.A3 is the acknowledgment of debt by the defendant which would give a fresh period of limitation to the plaintiff to sue. Ext.A4 is the office copy of the lawyer notice dated 09.02.2022 issued by the plaintiff in favour of the defendant. Ext.A6 is the computerised statement of account maintained by the plaintiff which reflects an amount of ₹1,78,176.61/- is due to the plaintiff as on 05.08.2022. The oral testimony of PW1 together with the documentary evidence would prove the case of the plaintiff. Hence, the plaintiff is entitled to get a decree as prayed for.

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

The defendant do pay to the plaintiff an amount of ₹1,80,689/- (Rupees One lakh eighty thousand six hundred eighty nine only) together with interest @ 9% per annum from the date of the suit till its realisation and costs.

(Dictated to the Confidential Assistant transcribed and typed by her, corrected and pronounced by me in open court this the 30th day of October, 2024)

Sd/-
MUNSIFF

Plaintiff Witness:-

PW1 : Gokul Nair. C.C.

Plaintiff's Exhibits:

- | | | |
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| A1 | 05.07.2018 | Sanction memorandum issued by plaintiff bank infavour of defendant. |
| A2 | 07.07.2018 | Deed of hypothecation issued by plaintiff bank infavour of defendant. |
| A3 | 12.05.2021 | Acknowledgment of debt. |
| A4. | 09.02.2022 | Copy of Lawyer notice issued by Advocate Manoj P.B.to defendant. |
| A5. | -- | Returned notice of defendant. |
| A6. | 02.11.2022 | Statement account of Moideenkutty K.P in the Canara Bank Limited, Taliparamba. |

Defendant Witness and Exhibits: NIL.

Sd/-
MUNSIFF

//True Copy//

MUNSIFF

Fair/Spare Judgment in
O.S.490/2022 dated 30-10-2024.