

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE A.HARIPRASAD

THURSDAY, THE 25TH DAY OF JUNE 2015/4TH ASHADHA, 1937

RSA.No. 570 of 2015 ()

AGAINST THE JUDGMENT AND DECREE IN AS NO.25/2013 of DISTRICT COURT,
KASARAGOD DATED 15-12-2014

AGAINST THE JUDGMENT AND DECREE IN OS NO. 57/2011 of SUB COURT, HOSDRUG
DATED 29-06-2013

APPELLANT(S)/APPELLANT/DEFENDANT:

K.NARAYANAN AGED 54 YEARS, S/O.ALAMI, AGRICULTURIST,
RESIDING AT ORKOLE HOUSE, MADIKAI VILLAGE AND POST,
HOSDURG TALUK, KASARAGOD DISTRICT.

BY ADVS.SRI.SURESH KUMAR KODOTH
SRI.K.P.ANTONY BINU

RESPONDENT(S)/RESPONDENT/PLAINTIFF:

P.T.FRANCIS, AGED 57 YEARS, S/O.P.T.THOMAS,
AGRICULTURIST, RESIDING AT PERIYATTADUKKAM,
PANAYAL VILLAGE, HOSDURG TALUK, P.O.PAKKAM,
KASARAGOD DISTRICT -671 323

THIS REGULAR SECOND APPEAL HAVING COME UP FOR ADMISSION ON
25-06-2015, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

A.HARIPRASAD, J.

R.S.A. No.570 of 2015

Dated this the 25th day of June, 2015

JUDGMENT

Appellant is the defendant in a suit for realisation of money. Gist of allegations in the plaint is that the appellant and respondent were known to each other for several years. The appellant borrowed a sum of ₹3,08,000/- from the respondent during the first week of March, 2008. It was agreed that the amount will be repaid with interest within one year thereafter. In spite of repeated demands, he failed to make the payment. As insisted by the respondent, the appellant executed a written agreement on 03.03.2009 acknowledging the liability and agreeing to repay the amount within a period of six months. In spite of several requests thereafter, the amount was not returned. Hence the suit was filed. Appellant denied execution of the agreement. According to him, the agreement was cooked up on a stamp paper by one Chandran. The appellant was not liable to pay any amount.

2. The trial court after elaborately considering the evidence, decreed the suit. Appellant took up the matter in appeal before the Court of the District Judge, Kasaragod. Learned District Judge re-appreciated the evidence and dismissed the appeal by confirming the judgment and

decree of the trial court.

3. Heard the learned counsel for the appellant.

4. The case does not involve any substantial question of law.

Denial of execution of agreement raised by the appellant was elaborately considered by the courts below and arrived at a factual finding that Ext.A1 agreement was executed by the appellant as contended by the respondent. The courts below factually found that the liability of the appellant was established by reliable evidence. Hence, I do not find any reason to admit this second appeal in the absence of any substantial question of law.

In the result, the appeal is dismissed.

All pending interlocutory applications will stand dismissed.

A. HARIPRASAD, JUDGE.

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