IN THE COURT OF THE PRINCIPAL SUB JUDGE, SRIVILLIPUTTUR.

Present : Tmt. M. Akila Devi, M.L.,
Principal Sub Judge, Srivilliputtur.
Friday, 20th day of February 2026
O.S. No.525/2022
(CNR. No.TNVR03-001296-2022)

State Bank of India,
Watrap Branch,
Represented by its Branch Manager --- Plaintiff

/Vs/

Annadurai --- Defendant

This suit was taken on file on 26.10.2022 and came before me for final hearing on 18.02.2026 in the presence Mr.M.Ramaswamy, Learned Counsel for the plaintiff and the defendant being remained exparte and upon hearing the arguments on the side of the plaintiff and upon perusal of records and having stood over for consideration till this day this court doth delivers the following :

JUDGMENT

This suit is filed by the plaintiff bank under order VII Rule 1 of CPC for recovery of a sum of Rs.1,47,858.30/- along with interest at the rate of 9.75% p.a. on half yearly interest from the date of plaint till the date of realization and costs from the defendant.

2. The averments in the plaint in brief as follows:

The defendant approached the plaintiff bank and request a loan of Rs.1,50,000/- for the purchase of dairy cow on 01.10.2019 under Mudra Dairy Loan Scheme. The plaintiff bank also agreed to sanction the aforesaid loan to the defendant provided that the defendant should execute loan documents. The defendant also accepted to the terms and conditions stipulated by the plaintiff. The aforesaid loan of Rs.1,30,000/- had been sanctioned to the defendant on 20.03.2020. The agreement of loan cum Hypothecation for Rs.1,30,000/- was executed by the defendant and by agreeing to repay the same with interest at the rate of 10.50% on half yearly rests, EMI of Rs.3,000/- payable on monthly installments and to deduct from his SB Account. The defendant has not paid the loan amount in the regular date and the loan become NPA. The plaintiff sent letter to the defendant to repay the loan amount on 08.08.2022. The defendant received the letter and not made any payment . Hence the suit is filed.

3. The averments in the written statement filed by the defendants in brief as follows:

The suit is not maintainable either in law and on facts. The averments stated by the plaintiff in the plaint are false. The defendants denied all the averments made in the plaint except those that are admitted in the written statement.

It is totally denied that the defendant accepted the terms and conditions contained in the plaintiff's documents and executed loan documents in favour of the plaintiff subject to the conditions imposed by the plaintiff. However, no details of such documents were ever explained or informed to the defendant. And the documents are in english language and same could not be explained to the defendant and the said documents are not filled and the defendant signature is obtained in the said documents even the blanks in the said documents are not filled. And the plaintiff never approached the defendant by direct or through men with respect to the recovery of the suit loan amount. And the plaintiff is liable to prove each and every statement made by it in the plaint. Since the documents were not properly filled in and signature were obtained without proper completion, all the said documents are not legally valid and are not binding on the defendant in any manner. Therefore the plaintiff's suit is vitiated by suppression of material facts. The plaintiff has filed the present suit based on false allegations and has fabricated documents as if the defendant had signed them, solely for the purpose of the case. The documents referred to the plaint were not executed by the defendant. The plaintiff suit is false one and the suit is liable to be dismissed with costs.

4. Based on the pleadings of both parties and documents the following issues were framed at the time of the judgment.

1. Whether the plaintiff bank is entitled to recover the suit claim from the defendant ?
2. To what other reliefs ?

5. The point for determination in this suit is whether the plaintiff bank is entitled to recover the suit claim from the defendant as prayed for?

6. To prove the case of the plaintiff in this case, PW1 was examined and Ex.A1 to Ex.A7 were marked. After service of notice to the defendant he appeared through his counsel and filed his written statement and due to non cross examination of PW1 he was set exparte.

7. The Branch Manager of the plaintiff bank is examined as PW1. He has filed his proof affidavit and has deposed before this court by concurring with the averments stated in the plaint. He also has marked Ex.A1 to Ex.A7 documents. On

perusal of the plaint and the proof affidavit of PW1 and other records it is seen that the defendant availed loan from the plaintiff bank by giving Ex.A1 Loan Application on 01.10.2019 and Ex.A2 is the loan sanction memorandum dated 20.03.2020. Further it is seen that the defendant executed Ex.A3 loan Agreement for the loan. Further it is seen that the Ex.A4 letter executed by the defendant. It is seen that the plaintiff sent the Ex.A5 notice on 08.08.2022 and the same was received by the defendant. Further it is seen that Ex.A6 is the Statement of Account and Ex.A7 Interest calculation memo are pertaining to the loan. It is stated by the plaintiff bank that the defendant did not repay the loan amount despite repeated demands.

8. The defendant is the competent person to deny the pleadings and evidence adduced on the side of the plaintiff-bank. But though he appeared before this court and filed his written statement, he did not appeared before this court at the time of cross examination of PW1 and not let evidence and to deny the case of the plaintiff-bank. As already stated that he remained exparte. And in the written statement the defendant denied the entire content but there is no contra evidence is adduced by the defendant to deny the case of the plaintiff bank. Hence from the evidence, plaintiff bank have proved its case through the evidence of PW1 and Ex.A1 to Ex.A7 documents. Hence this court is of the view that plaintiff bank is entitled to recover the suit claim from the defendants as prayed in the suit.

9. **In the result,** the suit is decreed in favour of the plaintiff and the defendant is directed to pay a sum of Rs.1,47,858.30/- along with subsequent interest at the rate of 9% p.a from the date of suit to till the date of decree and interest at the rate of

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6% p.a for the principal amount of Rs.1,30,000/- from the date of decree to till the date of payment or realization in full, along with the costs of suit.

Dictated to the steno-typist directly and computerized by her, corrected and pronounced by me in the open court on this the 20th day of February 2026.

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Principal Sub Judge,
Srivilliputtur.

<u>Plaintiff side Witnesses</u> :
PW1 : Thiru.Karthick (Branch Manager of the plaintiff bank)

<u>Plaintiff side Exhibits :</u>

Ex.A1	:	01.10.2019	-	Loan Application
Ex.A2	:	20.03.2020	-	Loan Sanction letter.
Ex.A3	:	20.03.2020	-	Loan Agreement.
Ex.A4	:	20.03.2020	-	Letter executed by the defendant
Ex.A5	:	08.08.2022	-	Copy of notice and A/D card
Ex.A6	:	20.03.2020 to 19.10.2020	-	Copy of statement of account.
Ex.A7	:	-	-	Interest calculation memo.

<u>Defendants side witnesses and documents</u> – Nil.

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Principal Sub Judge,
Srivilliputtur.

PRINCIPAL SUB COURT
Srivilliputtur
O.S. No.525/2022
DRAFT/FAIR
JUDGMENT
Dated : 20.02.2026