IN THE COURT OF THE ADDITIONAL SUBORDINATE COURT,
SRIVILLIPUTTUR.
Present :- Tmt. R.Mohana, B.L.,
Additional Subordinate Judge, Srivilliputtur.
Wednesday the 27th day of September 2023
O.S.No.526/2022
CNR No. TNVR03-001292-2022
* * * * *

State Bank of India,
Rajapalayam Branch,
represented by its Chief Manager ... Plaintiff.

/Vs/

1. C.Jothi Raja
2. Chinnapandy ... Defendants.

This suit coming on before me for final hearing on 20.09.2023 in the presence of Learned Counsel for Plaintiff Thiru.A.Chellapandian and the 1 & 2 Defendants were called absent and set exparte and upon hearing planitiff side arguments and on perusal of documents and evidence and having stood over for consideration till this day this Court delivered the following...

Judgment

This suit is filed by the plaintiff for Directing the defendants to pay a sum of Rs.3,90,147/- with subsequent interest at the rate of 11.5% per annum to the plaintiff from the date of plaint to till the date of realization, and also directing the defendants to pay the costs of the suit to the plaintiff.

2. Brief averments of plaint:

It is humbly submitted that the plaintiff is a body corporate constituted and governed by the State Bank of India Act 1955. It is carrying on business in banking all over India including one of its branches at srivilliputtur within the jurisdiction of this Honble Court and it is represented by the Branch Manager who is the Principal Officer at the plaintiff Bank and he is authorized to sign the plaint by General Regulation Rules 76 & 77 State Bank of India Act. It is humbly submitted that the defendants had approached the plaintiff for obtaining Education Loan for the 1st defendant and upon instructions of the plaintiff, the defendants had jointly applied for the Education Loan through the mode

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of Application Cum Appraisal Form for Education Loan duly signed by them, to the plaintiff on 13.12.2013 for the demand and request of Rs.2,10,000/- towards the Education Loan to the defendants on 17.01.2014 for the 1st defendant's studies of B.E.,SNS College of Technology, at Coimbatore. It is humbly submitted that the plaintiff had sanctioned the loan of Rs.2,10,000/- by issuing the Arrangement letter under Educational Loan scheme dated 17.01.2014, to the defendants, with certain terms and conditions of Repayment of loan as follows that the loan amount should be repaid with interest at the rate of 13.44% in equated monthly Installment amount of Rs.4,826/- in 60 months after commencement of repayment. The repayment installment will commence one year after the course period of 48 months or after compeltion of the course or after 6 months of geting a job, whichever is earlier and on other terms and conditions are found in the Loan Agreement Letter. It is humbly submitted that the defendants had accepted the terms and conditions of Education loan as stipulated in the Agreement for term loan for SBI Student Loan Scheme which is duly signed by the defendants and the loan amount of Rs.2,10,000/- which had already been sanctioned on 17.01.2014. The loan amount of Rs.2,10,000/- has been credited in the account of the defendants Loan Account No.20177581391 and as per requirements of the defendants the above said amount disbursed. Subsequently, the defendants used the loan amount for 1st defendant studies, for which the defendants has already submitted the following documents for the proof of 1st defendant studies.

i) Letter of Counseling issued by TamilNadu Engineering Admissions 2013 for B.E Degree course dated 14.06.2013

ii) Fee structure issued by the Administrative Officer, SNS College of Technology, Coimbatore dated.11.07.2013.

iii) The affidavit duly signed by 2nd defendant and the same has been attested by the Notary Public dated.25.07.2013

It is humbly submitted that after the completion of course by the 1st defendant, the 1st defendant and her father 2nd defendant are responsible to repay the loan amount. Eventhough they have accepted the terms and conditions of repayment of loan they are assessed as an irregular in making repayment of loan. The 1st defendant and the 2nd defendant have been already informed about non-repayment of loan dues pending with the plaintiff. It is humbly submitted that the plaintiff has maintained the Books of Accounts in the course of banking business the amount dues pending in the defendants account is 3,90,147/- as on date.19.10.2022. Eventhough the plaintiff has taken many steps to recover the loan amount by personally requesting the defendants to settle the dues pending with the plaintiff, yet, the defendants have not settled the amount towards the pending dues. Now the defendants have to pay the pending dues jointly and severally to the plaintiff along with subsequent interest for pending dues. The defendants made Last payment of Rs.2,000/- on 04.09.2021 before Lok Adalat Prelitigation. After that the defendants have not come forward make settlement of the pending dues with the plaintiff. Anyhow, the plaintiff has made many attempts to recover the pending dues with the plaintiff, from the defendants, but all attempts ended in vain. Hence, the defendants are liable to pay the loan amount pending with the plaintiff Rs.3,90,147/- mentioned in the statement of Account dated 19.10.2022. It is humbly submitted that now the defendants have to pay the loan dues of Rs.3,90,147/- as per statement of account dated 19.10.2022 along with interest at the rate of 11.5% per annum. Hence, the plaintiff has no other go, except filing the suit for recovery of money of loan pending with the plaintiff.

3. The 1 & 2 defendants were called absent set exparte for non appearance, despite service held sufficient.

4. Matter in issue – Whether the Plaintiff Bank is entitled for the relief of recovery of money as prayed for in the Plaint ?

5. On the side of the plaintiff, the Plaintiff Bank Branch Deputy Manager Ms.Lingammal was examined as Pw1. Ex.A1 to A9 marked through her. Exparte evidence has been closed with Pw1. On the side of the defendants, No oral evidence adduced and no documents were marked.

6. The Learned Counsel for the Plainitiff argued that the Defendants had approached the Bank for obtaining Educational loan for the studies of 1st Defendant through Ex.A1 Loan Application, it was sanctioned by the Bank under the sanction

Memorandum in Ex.A2 and to that effect, the 1st and 2nd defendants had executed the Educational term loan Agreement as Ex.A3 by admitting the terms and conditions mentioned in the same. On that basis, the defendants received loan amount for the education of the 1st defendant. Further as per the agreement, the repayment starts in the year 2019 but the defendants were not repaid the amount as agreed, it is reflected in the Loan Account statement which is marked as ExA9. The defendants were not turned to repay the loan amount with interest as agreed in the documents ExA3 and Ex A6. Hence, the Plaintiff has filed this suit for recovery of money. Since the Plaintiff Bank has proved the case of the Plaintiff with oral and documentary evidence, the suit may be decreed as prayed for with cost.

7. The Plaintiff Bank Branch Manager Deputy Manager Ms.Lingammal is examined as PW1 who deposed about the transaction made by the Defendants with Plaintiff Bank by marking the Documents Ex A1 to Ex 9. As per the document Ex A1 to Ex.A.6, it has been established by the Plaintiff Bank that the the defendants availed education loan for the education of 1st Defendant, from the Plaintiff Bank by agreeing to repay the same with interest as agreed in the loan agreement ExA3. Further the other document Ex A6 show that the defendants were agreed the payment due.

8. The statement of Account in Ex.A9 also reflects that the defendants are not repaid the loan amount with interest. Hence this Court is of the opinion that the documents filed by the Plaintiff in Ex.A1 to Ex.A9 show the prima facie case of the Plaintiff. As per the Oral and Documentary evidences, the Plaintiff Bank has proved that the defendants availed loan amount and it has not been repaid by them after demand made by the Plaintiff Bank in ExA7 legal notice. The Plaintiff has proved the initial burden. But, on the contrary, the defendants were not appeared despite the service of summons held sufficient and they were called absent and set exparte. Accordingly, there is no rebuttal evidence or objection filed by the defendants. As such this Court is of the view that the defendants being the borrower and guarantor who is liable to repay the loan amount to the plaintiff bank as jointly or severally. and this issue is decided in favour of the Plaintiff Bank.

In the result, the suit is decreed as prayed for with cost. The 1 and 2 defendants are jointly or severally liable to repay the loan amount a sum of Rs.3,90,147/- with subsequent interest at the rate of 6 percent per annum for the Principal amount a sum of Rs 2,10,000/- to the plaintiff bank from the date of the Plaint, till the date of realization of the decree amount.

Dictated to the steno typist, typed by her directly in the computer, corrected and pronounced by me in the open court, this the **27th** day of **September, 2023**.

R MOHANA Digitally signed by R MOHANA

Additional Subordinate Judge,
Srivilliputtur.

List of documents

Plaintiff side Documents :-

Ex.A.1	13.12.2013	Loan Application for the defendants	Original
Ex.A.2	17.01.2014	Sanction Memorandum	Original
Ex.A.3	17.01.2014	Loan agreement executed by defendants in favour of the plaintiff	Original
Ex.A.4	14.06.2013	Allotment Order issued by TamilNadu Engineering admission 2013	Original
Ex.A.5	11.07.2013	Fees structure issued by the SNS College of Technology	Original
Ex.A.6	25.07.2013	Affidavit duly signed the 1st defendant	Original
Ex.A.7	19.04.2022	The Plaintiff Bank send to notice for the 1st defendant	Original
Ex.A.8	-	Notice returned cover	Original
Ex.A.9	18.10.2022	Statement of accounts	Computer copy

List of plaintiff side witness:

PW1 - Ms. Lingammal (Plaintiff Bank Deputy Manager)

List of defendants side witness and document - NIL

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Judgement
Date- 27.09.2023