

TNVR030012942022 	In the Court of the Subordinate Judge, Srivilliputtur. Present:- Thiru.J.Selvan Jesu Raja, M.A.,LL.M., Principal Subordinate Judge, Monday, this the 18 th day of March 2024. O.S.No.527/2022
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State Bank of India, Rajapalayam
Branch represented By its Chief Manager

.. Plaintiff

-Vs-

1) S.Thangeswari
2) V.Selvaraj

.. Defendants

This suit came before me on 13.03.2024 for final hearing in the presence of Thiru.A.Chellapandian, Advocate for the Plaintiff and the defendants remained exparte without appearance and after hearing plaintiff side argument and verifying plaintiff side documents and having stood over for consideration till this day, this court delivers the following,

JUDGMENT

The Plaintiff has filed this suit under Order VII Rule 1 of CPC to pass Judgment and decree by directing the defendants to pay jointly and severally a sum of Rs.2,90,683/- with subsequent interest at the rate of 11.5% per annum to the plaintiff from the date of plaint till the date of realization and the cost of the suit to the plaintiff.

2. Brief averments of the Plaintiff:

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 Rajapalayam within the jurisdiction of this Hon'ble Court and it is represented by the Chief Manager who is the Principal Officer of 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 the Education Loan for the 1st

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defendant and upon instructions of the plaintiff, the defendants had jointly applied for the Education Loan through the mode of Application cum Appraisal Form for Education Loan duly signed by them, to the plaintiff on 19.12.2013 for the demand and request of Rs.1,60,000/- towards the Education Loan to the defendants on 30.11.2013 for the 1st defendant's studies of B.Sc., (Nursing) Sri Venkateshwara College of Nursing at Bangalore. It is humbly submitted that the plaintiff had sanctioned the loan Rs.1,60,000/- by issuing the Arrangement letter under Educational Loan Scheme dated 06.01.2014, 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 interest 13.44% in equated monthly installment amount of Rs.3,677/- in 60 months after commencement of repayment. The repayment installment will commence 1 year after the course period of 48 months or after completion of the court or after 6 months of getting a job, whichever is earlier and on other terms and conditions are found in the Loan Arrangement 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.1,60,000/- which had already been sanctioned on 06.01.2014. The loan amount of Rs.1,60,000/- has been credited in the account of the defendants' Loan Account No.33661945221 and as per requirements of the defendants the above said amount disbursed. Subsequently, the defendant has 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, Provisional Allotment order issued by Indian Nursing Council Combined Councils Building Kotla Road, Temple Lane at New Delhi dated 11.05.2012. The affidavit duly signed by 2nd defendant and the same has been attested by the Notary Public dated 07.12.2013. Fees Structure issued by the Principal, Sri Venkateshwara College of Nursing dated 22.06.2013. Demand Letter of final year fees submitted by 1st defendant

dated 17.05.2017. It is humbly submitted that after the completion of course by the 1st defendant, the 1st defendant and his 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. After that the defendants have not take any steps to repay the loan amount. 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 defendant's account is Rs.2,90,683/- as on dated 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.500/- on 10.11.2022 before the Lok adalath prelitications. After that the defendants have not come forward to 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.2,90,683/- 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.2,90,683/- 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. It is humbly submitted that this suit has been filed within the stipulated time as prescribed in the provisions of Limitation Act 1963. It is humbly submitted that the defendants are not entitled to get any relief or benefits under the Tamilnadu Debts Relief Act.

3. The defendants failed to appear before this Court and so they were called absent and set exparte.

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4. The plaintiff Bank Manager S.Lingammal was examined as PW1 and Ex.A1 to Ex.A8 were marked. Heard the arguments of the plaintiff's counsel and perused the plaintiff's side documents.

5. The point for consideration is whether this suit can be allowed or not?

6. The plaintiff Bank Manager S.Lingammal had deposed as PW1 and filed her proof affidavit by explaining all the averments in the plaint. In addition, Ex.A1 Original Application cum Appraisal Form for Education Loan submitted by the defendants dated 19.12.2013, Ex.A2 Original Arrangement Letter issued to the plaintiff to the defendants dated 06.01.2014, Ex.A3 Original Agreement for Term Loan for SBI, Student Loan Scheme executed by the defendants dated 06.01.2014, Ex.A4 Xerox copy of Provisional allotment order issued by Indian Nursing Council Combined Councils Building Kotla Road, Temple Lane at New Delhi dated 11.05.2012, Ex.A5 Original Fees structure issues by the Principal, Sri Venkateshwara College of Nursing, Bangalore dated 22.06.2013, Ex.A6 Original the affidavit duly signed by 2nd defendant and the same has been attested by the Notary Public dated 07.12.2013, Ex.A7 Original Demand letter for final Year fees submitted by 1st defendant dated 17.05.2017, Ex.A8 True copy of Account Statement dated 19.10.2022 were marked. The above documents were perused and found satisfactory. The claim of the plaintiff is held as proved by the evidence of PW1 supported by Ex.A1 to A8 documents. The defendants failed to defend the pleadings in the plaint and the documents submitted by the plaintiff and remained exparte without appearing in this Court. In this situation, this Court finds that the plaintiff is entitled for the suit amount of Rs.2,90,683/- with interest at the rate of 11.5% p.a for the period from the date of filing the suit to the date of decree and from the date of decree till its realization at the rate of 6% p.a.

In the result, this suit is decreed in favour of the Plaintiff and the defendants are directed to pay jointly and severally a sum of Rs.2,90,683/- along with interest at the rate of 11.5% per annum from the date of filing this suit (20.10.2022) till the

date of decree and at 6% per annum on the above sum thereafter till recovery with cost to the plaintiff.

Dictated to the Typist directly and typed by her, corrected and pronounced by me in the open court on this the 18th day of March 2024.

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Plaintiff's Side Documents:

Ex.A1	19.12.2013	Application cum Appraisal Form for Education Loan submitted by the defendants	Original
Ex.A2	06.01.2014	Arrangement Letter issued to the plaintiff to the defendants	Original
Ex.A3	06.01.2014	Agreement for Term Loan for SBI, Student Loan Scheme executed by the defendants	Original
Ex.A4	11.05.2012	Provisional allotment order issued by Indian Nursing Council Combined Councils Building Kotla Road, Temple Lane at New Delhi	Xerox Copy
Ex.A5	22.06.2013	Fees structure issues by the Principal, Sri Venkateshwara College of Nursing, Bangalore	Original
Ex.A6	07.12.2017	The affidavit duly signed by 2nd defendant and the same has been attested by the Notary Public	Original
Ex.A7	17.05.2017	Demand letter for final Year fees submitted by 1st defendant	Original
Ex.A8	19.10.2022	Account Statement	True Copy

Plaintiff's side Witness:-

PW1 – S.Lingammal (Manager)

Defendants' side Witness and documents :- Nil.

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Fair / Draft Judgment

18.03.2024