IN THE COURT OF THE SUBORDINATE JUDGE, RAJAPALAYAM.

PRESENT: THIRU.M.SHUNMUGAVELRAJ, B.A., B.L., L.L.M.,

SUBORDINATE JUDGE, RAJAPALAYAM.

THURSDAY THE 28th Day Of AUGUST - 2025

O.S.No.100/2025

CNR No.TNVR230001772025.

Canara Bank

Krishnapuram Branch,

Rajapalayam.

By its Manager. . . . Plaintiff.

- Vs -

1) S.Mallikadevi.

2) T.Selvam . . . Defendants.

This case was final hearing on 01.08.2025, in the presence of Thiru.S.Ramamirtha Rajavadivu - Advocate for the plaintiff , and the defendants remained exparte, on hearing the argument of plaintiff's counsel, and upon perusing the case records and having stood over for consideration till this day, this court hereby delivered the following…

J U D G M E N T

1. Suit for recovery of Rs.3,01,030/- from the defendants jointly or serverally with interest at the rate of 10.80% per annum and penal interest 2% totally 12.80% compounded with monthly rests from the date of filing of the suit to the date of realization in full and other appropriate relief with cost.

2. Brief facts of the plaint averments :-

On 28.09.2016 the 1st defendant approached the plaintiff bank seeking educational term loan for his higher studies. The 2nd defendant is the daughter of 1st defendant and he stood as a co-borrower. On 19.10.2016 the plaintiff bank sanctioned a sum of Rs.1,50,000/- as educational loan. Sanction Terms and conditions on 19.10.2016. Loan agreement executed by the defendants on 30.11.2016. Undertaking letter from student/parent on 30.11.2016. Acknowledgment of debt of security on 31.05.2022. Interest calculation memo from 19.02.2025 to 05.03.2025 and true copy of statement of accounts relating to the loan account of defendant in favour of the plaintiff and thereby agreed to repay the said loan with interest at the rate of 10.80% interest p.a and also agreed to penal interest at 2% p.a as per annum with monthly rests, in 120 equated monthly installments. But, the defendants failed to repay the said loan amount as agreed. As on 18.02.2025 the outstanding amount with interest due is Rs.1,62,653.36/-, Hence, the plaintiff filed this suit.

3. After receiving the suit summons, the defendants failed to appear and contest the claim of plaintiff. Hence, the defendants were set exparte and exparte evidence was

recorded. In support of 01.08.2025 the claim of plaintiff, one witness was examined and Seven documents were marked.

4. The learned counsel for plaintiff submitted that the plaintiff proved the suit claim through the oral testimony of PW1 i.e., the present manager of plaintiff bank and documentary evidence of Ex.A1 to Ex.A7 i.e., SSanction Terms and conditions on 19.10.2016. Loan agreement executed by the defendants on 30.11.2016. Undertaking letter from student/parent on 30.11.2016. Acknowledgment of debt of security on 31.05.2022. Interest calculation memo from 19.02.2025 to 05.03.2025 and true copy of statement of accounts relating to the loan account of defendant. Therefore, he prays to decree the suit with cost.

5 On careful reading of the evidence of PW1 and in view of the contents of Ex.A1 to Ex.A7 i.e., the educational loan application on 29.08.2016. Sanction Terms and conditions on 19.10.2016. Loan agreement executed by the defendants on 30.11.2016. Undertaking letter from student/parent on 30.11.2016. Acknowledgment of debt of security on 31.05.2022. Interest calculation memo from 19.02.2025 to 05.03.2025 and true copy of statement of accounts relating to the loan account of defendant. The plaintiff established that, as on 18.02.2025, the outstanding amount due is Rs.1,62,653.36/- and interest from 19.02.2025 to 05.03.2025 Rs.708.54/-. Thus, the defendants are liable to pay a sum of Rs.3,01,030/- to the plaintiff bank, on the date of institution of the suit.

6. In view of the above discussion, this court holds that the plaintiff is entitled for recovery of Rs.3,01,030/- from the defendants along with the agreed rate of interest i.e., 10.80% per annum and penal interest 2% from the date of filing of suit till the date of payment or realization in full. Therefore, the suit is liable to be decreed with cost.

7. In result, the suit is decreed by directing the defendants to pay the plaintiff a sum of Rs.3,01,030/- along with interest at the rate of 9% per month from the date of suit till the date of decree and, further interest at the rate of 6% per annum from the date of decree till the date of payment or realization in full, along with the cost of suit.

Dictated to the Typist, directly typed by him in my laptop, printout taken, corrected and pronounced by me in open court dated this the 28th day of August, 2025.

SHUNMUGAVEL RAJ
Digitally signed by SHUNMUGAVEL RAJ

Subordinate Judge,
Rajapalayam.

Plaintiff side witness :-

1. PW1 - Tr.Rajasekar (Manager of plaintiff's bank).

Plaintiff side documents :-

1. Ex.A1 - Loan application on 29.08.2016 Original.
2. Ex.A2 - Sanction Terms and conditions on 19.10.2016 Original.
3. Ex.A3 - Loan agreement on 30.11.2016 Original.
4. Ex.A4 - Undertaking letter from student/Parent on 30.11.2016 Original
5. Ex.A5 - Acknowledgment of debt of security on 31.05.2022 Original.
6. Ex.A.6 - Statement of accounts on 03.03.2025 Original.
7. Ex.A.7 - Interest calculation memo from 19.02.2025 to 05.03.2025 Original

Defendants side witness and documents :- Nil

SHUNMUGAVEL RAJ
Digitally signed by SHUNMUGAVEL RAJ

Subordinate Judge,
Rajapalayam.