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| TNVR13000272 2025 | **In the Court of Subordinate Judge, Aruppukottai**<br>**Present : Thiru. R. Sathish, M.L.,**<br>**Subordinate Judge, Aruppukottai.**<br>**Friday, the 22nd Day of August 2025**<br>**O.S. No.100 of 2025** |

Canara Bank, Pannaimoondradaippu
through its Branch Manager ... Plaintiff

/Vs/

1. Sahavalli
2. Muruganantham ... Defendants

This Suit came before this Court for the final hearing on 22.08.2025 in the presence of Thiru.D. Sankaran, Advocate for the Plaintiff and the Defendants already set ex-parte and upon hearing the plaintiff's side arguments and on perusing the documents and evidence, having stood over for consideration till this date and this court delivers the following:-

JUDGMENT

Suit filed by the Plaintiff to direct the defendant to pay a sum of Rs.1,24,787/- with subsequent interest at 11.20% per annum compounded quarterly from the date of plaint till realization and for costs.

2. The averments in the plaint are as follows :-

The defendants had approached the plaintiff bank for financial assistance for the purpose of 1st defendant's education and the defendants submitted loan application on 30.01.2014. After due negotiation and finalization of the terms and conditions, the plaintiff bank sanctioned the said loan to the maximum limit of Rs.42,350/- for the said purpose and amount paid vide loan account no.1925651006714. The defendants agreed to the terms and conditions and after having availed the loan, the defendants executed

Education Loan Agreement on 30.01.2014 for the said amount of Rs.42,350/- and the defendants agreed to repay the loan amount with interest at 11.20% p.a. in equated monthly installments and the defendants also executed necessary loan documents. Further the defendants executed AOD(Revival Letters) in favour of plaintiff bank on 27.01.2017, 07.01.2020 and 05.01.2023.

The 1st defendant's B.E. course was 4 years commencing from 01.09.2013 to 31.08.2014. As per the terms and conditions of the loan agreement, repayment of loan commence shall start one year after completion of course or after 6 months of getting employment which is earlier. The defendants did not clear the loan amount in spite of repeated demands made by the officials of the plaintiff bank and the defendants not paid loan amounts and that the defendants become chronic defaulter. The plaintiff bank issued legal notice on 03.02.2025 and the defendants received the legal notice and approached the plaintiff bank and agreed to repay the loan amount with interest. As per extract of accounts the sum of Rs.1,27,787/- is found due as on 04.03.2025. The defendants are liable to pay the above sum with subsequent interest.

3. The Defendants were called absent and set ex-parte. The Branch Manager of the plaintiff Bank was examined as P.W1 and Exhibits A1 to A14 were marked on the side of the Plaintiff.

4. Whether the plaintiff is entitled to the suit claim or not?

5. Point for consideration :-

The defendants had approached the plaintiff bank for financial assistance for the purpose of 1st defendant's education and the defendants submitted loan application on 30.01.2014. After due negotiation and finalization of the terms and conditions, the plaintiff bank sanctioned the said loan to the maximum limit of Rs.42,350/- for the said purpose and amount paid vide loan account no.1925651006714. The defendants agreed to the terms and conditions and after having availed the loan, the defendants executed Education Loan Agreement on 30.01.2014 for the said amount of Rs.42,350/- and the defendants agreed to repay the loan amount with interest at 11.20% p.a. in equated monthly installments and the defendants also executed necessary loan documents. Further the defendants executed AOD(Revival Letters) in favour of plaintiff bank on 27.01.2017, 07.01.2020 and 05.01.2023.

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6. The Plaintiff has examined himself as P.W.1 and has marked Ex.A1 to A14. The plaintiff would contend that through the above evidence he has proved his case in line with the pleadings and has sought to decree the suit. The plaintiff in order to put forth his case has marked the loan application as Ex.A.1 and loan sanction memorandum as Ex.A.2. A perusal of the above would reveal the fact that the Defendants had applied for a loan of Rs.42,350/- on 30.01.2014 with Plaintiff Bank and the plaintiff bank sanctioned the above loan on 30.01.2014. Further, the defendant had executed Education Loan Agreement which is marked as Ex.A3, certificate issued by K.S.M. COLLEGE OF EDUCATION FOR WOMEN is marked as Ex.A.4, Specimen signature card for borrowal accounts is marked as Ex.A.5, letter executed by 1st defendant is marked as Ex.A.6, Undertaking letter is marked as Ex.A.7, Acknowledgment of Debt and Security are marked as Ex.A.8 to Ex.A.10. A perusal of the above documents would fortify the

contention of the plaintiff that the defendants had borrowed the money from the bank for 1st defendant's education. The plaintiff bank sent a registered legal notice to the defendant on 03.02.2025 which is marked as Ex.A.11, postal receipts are marked as Ex.A.12 and acknowledgment cards are marked as Ex.A.13. The plaintiff has marked the Account Statement copy as Ex.A.14 and a go through of the above would reveal the fact that the defendant had defaulted in payment of the loan and has not paid the loan amount. Further there is an outstanding of Rs.1,24,787/- to be paid by the defendants.

7. The plaintiff through Ex.A1 to A14 has put forth the fact that the defendants have availed the loan of Rs.42,350/- from the plaintiff bank. The defendants have defaulted in payment of loan, steps were taken by the plaintiff seeking repayment of the loan amount, but inspite of the same, the defendants have not chosen to repay it. The plaintiff has adduced oral and documentary evidence coherently in consonance with the pleadings and has put forth his claim. The plaintiff having established his claim through available evidence is entitled to the suit claim.

8. In the result, this suit is decreed with cost, the defendant is directed to pay Rs.1,24,787/- along with interest at the rate of 11.20% per annum from the date of plaint till the date of decree and at the rate of 6% per annum from the date of decree till the date of realization.

Dictated to the Steno Typist directly and typed by her, corrected and pronounced by me in Open Court, on this the 22nd day of August 2025.

SATHISH

Digitally signed by SATHISH
Date: 2025.08.22 19:22:17 +0530

Subordinate Judge,
Aruppukottai.

Witness on the side of the Plaintiff:-

P.W1 : Rajkumar, Branch Manager

Documents on the side of the Plaintiff:-

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| Ex.A.1. | 30.01.2014 | Loan Application |
| Ex.A.2. | 30.01.2014 | Loan Sanction Memorandum |
| Ex.A.3. | 30.01.2014 | Education Loan Agreement |
| Ex.A.4. | 13.09.2013 | Certificate issued by K.S.M. College of Education for Women |
| Ex.A.5. | 30.01.2014 | Specimen Signature card for borrowal accounts |
| Ex.A.6. | 30.01.2014 | Letter executed by the 1st Defendant |
| Ex.A.7. | 30.01.2014 | Undertaking letter |
| Ex.A.8. | 27.01.2017 | Acknowledgement of Debt and Security |
| Ex.A.9. | 07.01.2020 | Acknowledgement of Debt and Security |
| Ex.A.10. | 05.01.2023 | Acknowledgement of Debt and Security |
| Ex.A.11. | 03.02.2025 | Advocate Notice |
| Ex.A.12. | 03.02.2025 | Postal Receipts (2 Nos.) |
| Ex.A.13. | --- | Acknowledgement Cards (No.2) |
| Ex.A.14. | 04.03.2025 | Account Statement Copy |

Witnesses and Documents on the side of the Defendants:- Nil.

SATHISH

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Date: 2025.08.22 19:22:24 +0530

Subordinate Judge,
Aruppukottai.

Sub-Court, Aruppukottai
O.S. No. 100 of 2025
Fair / Draft Judgment.
Dated: 22.08.2025