IN THE COURT OF SUBORDINATE JUDGE, NEYVELI.
Present: Tmt. S. Uma Maheswari, B.A., L.L.M.,
Subordinate Judge, Neyveli.
Wednesday, this the 08th day of October – 2025
O.S No : 275 of 2023
CNR No: TNCD14-000455-2023

Canara Bank,
Represented by its Branch Manager.
Neyveli Mines II Branch, ….. Plaintiff

/Versus/

1.T.Aswin

2. R.Thalapathy Ramkumar …. defendants

This suit is coming before me on 22.09.2025 for final hearing in the presence of Thiru.J.Ramanathan, B.Com., B.L., and Thiru. R.R.Pradheep, B.E., LLB., Advocates for the plaintiff and of exparte for the defendants after hearing the plaintiff side arguments and considering the plaintiff side evidence and documents and as due consideration till this date this court delivered the following...

JUDGMENT

The plaintiff has been filed the suit for recovery of money against the defendants to pay a sum of Rs.1,15,973.43/- with subsequent interest at 10.95% p.a from the date of filing of the plaint till realization and with costs of the suit.

1. Brief case of the Plaintiff:

The defendants jointly availed an Education loan of Rs.53,550/- on 10.09.2014 from the Plaintiff's Bank agreeing to repay the same on demand with interest at the rate of 11.70% per annum and in evidencing the same transaction, the defendants executed a Loan Application form dated 27.08.2014. The defendants undertook to repay the said loan amount with interest in 120 equated monthly installments. The repayment shall start 1 year after completion of BCA course or after six months of getting employment/job whichever is earlier. The Plaintiff's Bank shall be entitled to charge interest on the amount of the loan at the rate of 11.70% per annum from the date of grant of loan or at such other rate in consonance with the R.B.I. directions/guidelines as the Bank may specify from time to time by notice in writing and the notice so received by any one the borrowers including the co.obligant shall be sufficient and binding on all of them individually and jointly and each one of the borrowers hereby authorizes the others to receive such notice for himself and for others. As dealings between the borrower and the Bank shall be governed by the rules of business of the Bank that are now in forces or that may hereafter come into force, Subject however to the condition that the Bank shall be entitled to charge overdue interest at mentioned in clause 4 here below and also to compound interest every quarter. The plaintiff has written several letters and made oral demands to the defendants demanding the repayment of the said loan. The said loan repayment schedule commencing from 1 year after completion of 3 years (August 2014- June 2017)BCA or after six months of getting employment. Further on 08.09.2020, the defendants executed an acknowledgment of debt and security letters to the plaintiff's bank. But, the operation of the accounts of the defendants has not been satisfactory. Hence, the plaintiff filed the suit against the defendants for recovery of loan amount along with interest and costs.

2. The summon to D1 to D4 returned as 'no residence for the past 1 year'. Paper publication effected and they have not appeared before the court and D1 to D4 were called absent and set exparte on 30.04.2025.

3. On the side of Plaintiff, Plaintiff was examined as PW1. Exhibits A1 to A4 were marked on the side of plaintiff.

4. Plaint, evidence of plaintiff side and documents perused. The suit was filed within stipulated time. The plaintiff try to prove their case through evidence of PW1 and Ex.A1 to A4. Loan Application form executed by the defendants, dated 28.07.2014 was marked as Ex.A1. Educational Loan Agreement executed by the defendants, dated 10.09.2014 was marked as Ex.A2. Acknowledgement of debt executed by the defendants, dated 08.09.2020 was marked as Ex.A3 and Statement of Account, dated 10.01.2023 was marked as Ex.A4.

5. The defendants did not chosen to repay the amount. The defendants has not filed any written statement to deny the plaint averments and signature in the loan application. So the court satisfied that the Plaintiff Bank proved their case through evidence of PW1 and documents of Ex.A1 to A4. Hence, the court comes to the findings that the plaintiff is entitled for recovery of suit amount along with interest and costs from the defendants.

In the result, the suit is decreed that the defendants are directed to pay a sum of Rs.1,15,973/- (Rupees One lakh fifteen thousand nine hundred and seventy three only) with interest at the rate of 9% per annum from the date of plaint till the date of Decree along with subsequent interest at the rate of 6% per annum from the date of Decree till the date of realization of the suit amount to the plaintiff. Time for payment is 1 month. The defendants shall bear the suit costs of the plaintiff.

Directly dictated to Typist and directly typed by her and corrected and pronounced by me in the Open court on this 08th day of October - 2025.

UMA MAHESHWARI

Digitally signed by UMA MAHESHWARI
Date: 2025.10.11 11:43:08 +0530

Subordinate Judge,
Neyveli.

Annexure:

1. **Plaintiff side witness:**

PW1 - **Praveenkumar**

2. **Plaintiff Side Exhibits:**

Ex.A1	27.08.2014	Loan Application form executed by the defendants	Original
Ex.A2	10.09.2014	Educational Loan Agreement executed by the defendants	Original
Ex.A3	08.09.2020	Acknowledgement of debt executed by the defendants	Original
Ex.A4	10.01.2023	Statement of Account	Copy

3. **defendants side Witness and Exhibits:** Nil

UMA MAHESHWARI
Digitally signed by UMA MAHESHWARI
Date: 2025.10.11 11:43:16 +0530

Subordinate Judge,
Neyveli.

Exparte
Fair / Draft Judgment
OS.275/2023
D.D.08.10.2025