IN THE COURT OF THE II ADDITIONAL SUBORDINATE JUDGE, VILLUPURAM.

PRESENT : Thiru.A.Tamilselvan, M.L.,
II Additional Subordinate Judge, Villupuram(FAC)
Monday, the 26th day of February 2024.

O.S. No.562 of 2022
(CNR NO: TNVP02-001650-2022)

Union Bank of India,
Salamedu Branch
represented by its Branch Manager. ..... Plaintiff

//Vs//

Raja ….. Defendant

This suit having been taken on file on 04.11.2022 and came up for final hearing in the presence of Tr.G.Girubakaran, learned Advocate on behalf of the Plaintiff and after service of summon, the defendant called absent set exparte, upon perusing the case records, upon hearing arguments of plaintiff side and having been stood over for consideration till this date, this court delivered the following:-

JUDGMENT

This is a suit for recovery of money to pass a decree and judgment in favour of plaintiff by directing the defendant to pay the plaintiff a sum of Rs.2,90,892/- together with subsequent interest at 8.60% per annum till realization and directing the defendant to pay the plaintiff his costs of the suit.

2. The plaint averments in brief is as follows:-

The defendant applied to the plaintiff branch for a General Term Loan (hypothecation of Vehicle) of Rs.2,66,000/- on 26.04.2019 and on sanction of the loan, defendant executed a demand promissory note, term loan agreement for Rs.2,66,000/- agreeing to repay the sum with subsequent interest at 8.60% p.a. with monthly rests. The defendant agreed to repay the amount due in 60 monthly installments and the defendant has repaid the part of the amount lastly on 31.03.2021 after that the defendant has not repaid any amount. The defendant failed and neglected to pay the amount due inspite of repeated demands made by the plaintiff. The plaintiff made several demands for repayment of loan, the defendant has not responded to those demands. Hence the suit.

3. On receipt of summons, the defendant failed to appear before this court and set exparte.

4**.** In order to substantiate its case, the plaintiff examined Tr.Balaji, Branch Manager as PW1 and Ex.A1 to Ex.A7 were marked.

5. Point for determination:-

(i). Whether the plaintiff bank is entitled to recovery of suit amount as prayed for?

(ii) To what other relief is the plaintiff entitled to?

6. On Point:-

The plaintiff’s case is that, the defendant applied to the plaintiff branch for a General Term Loan (hypothecation of Vehicle) of Rs.2,66,000/- on 26.04.2019 and on sanction of the loan, defendant executed a demand promissory note, term loan agreement for Rs.2,66,000/- agreeing to repay the sum with subsequent interest at 8.60% p.a. with monthly rests. The defendant agreed to repay the amount due in 60 monthly installments and the defendant has repaid the part of the amount lastly on 31.03.2021 after that the defendant has not repaid any amount. The defendant failed and neglected to pay the amount due inspite of repeated demands made by the plaintiff. The plaintiff made several demands for repayment of loan, the defendant has not responded to those demands.

7. The plaintiff bank in order to substantiate its case has examined Tr.Balaji as PW1 and marked Ex.A1 to Ex.A7. Ex.A1 is Original Authorization Letter of the plaintiff bank dated 20.12.2023, Ex.A2 is Original Loan application of the defendant in favour of the plaintiff dated 26.04.2019, Ex.A3 is the Original General Term Loan Agreement executed by the defendant in favour of plaintiff bank dated 30.04.2019, Ex.A4 is the Original Demand promissory note for Rs.2,66,000/- of the defendant dated 30.04.2019, Ex.A5 is the Original Letter of Continuity executed by defendant in favour of plaintiff bank dated 30.04.2019, Ex.A6 is Original Letter of Undertaking executed by the defendant in favour of plaintiff bank dated 30.04.2019, Ex.A7 is the Statement of account dated 03.08.2022.

8. The demand promissory note marked as Ex.A4 reveals the borrowal of Rs.2,66,000/- The above documents establishes that the defendant borrowed a General term (Hypothecation of Vehicle) loan from plaintiff's bank agreeing to repay the same with interest. Ex.A7 statement of account establishes that after borrowal of loan amount, the defendant failed to repay the same. Hence defendant is liable to pay the suit amount to the plaintiff's Bank. The evidence of PW1 coupled with Ex.A1 to Ex.A7 establishes the claim of the plaintiff. In view of the above Evidence, this court conclude that the plaintiff is entitled for the recovery of suit amount along with interest as prayed for.

In the result, suit is decreed with costs in favour of the plaintiff directing the defendant is liable to pay a sum of Rs.2,90,892/- together with interest at 9%

per annum on principal amount of Rs.2,66,000/- from the date of filing of the plaint till the date of decree and interest at the rate of 6% p.a till realization. Time for payment is two months.

Dictated to the Steno-typist, directly and typed on the computer, corrected, print out was taken and pronounced by me in the open court, on this the 26th day of February 2024.

Sd/-A.Tamilselvan,
II Additional Subordinate Judge,
Villupuram(FAC).

Enclosure :-

LIST OF PLAINTIFF'S WITNESSES:-

PW1 – Tr.Balaji (Assistant Manager of plaintiff bank)

LIST OF PLAINTIFF'S EXHIBITS:-

Ex.A1	20.12.2023	Authorization Letter of the plaintiff bank (Original)
Ex.A2	26.04.2019	Loan application of the defendant in favour of the plaintiff (Original)
Ex.A3	30.04.2019	General Term Loan Agreement executed by the defendant in favour of plaintiff bank (Original)
Ex.A4	30.04.2019	Demand promissory note for Rs.2,66,000/- of the defendant (Original)
Ex.A5	30.04.2019	Letter of Continuity executed by defendant in favour of plaintiff bank (Original)
Ex.A6	30.04.2019	Letter of Undertaking executed by the defendant in favour of plaintiff bank (Original)
Ex.A7	03.08.2022	Statement of account of the defendant.

LIST OF DEFENDANT'S SIDE WITNESSES & EXHIBITS:-

(Nil)

Sd/-A.Tamilselvan,
II Additional Subordinate Judge,
Villupuram(FAC).