IN THE COURT OF THE ADDITIONAL SUBORDINATE JUDGE,NAMAKKAL

PRESENT:-THIRU.N.SACHIDHANANTHAM, L.L.M.,

Additional Subordinate Judge, Namakkal

Monday, the 13th day of July 2026

திருவள்ளுவராண்டு 2057, பராபவ வருடம், ஆனித்திங்கள் 29 ம் நாள்

O.S. No. 376 of 2023

(CNR.No. TNNM03-000853-2023)

State Bank of India, Town Branch Namakkal,
Rep by its Authorized Officer -Plaintiff

-Vs-

1) R. Sathish Kumar
2) D. Rangaraju -Defendants

This suit coming before this court for final hearing on 29.06.2026 in the presence of Tmt.P.Yaazhini, counsel for the plaintiff and Thiru.L.Sureshkumar, Counsel for the defendants and upon hearing both side arguments and upon perusing the records and having stood over for consideration till this date, this Court delivered the following;

JUDGMENT

The plaintiff has filed the above suit for recovery of money for a sum of Rs.6,06,017/- with interest at the rate of 15.60% per annum against the defendants and costs of the suit.

I. Brief averments made in the plaint is as follows:

1.1. The plaintiff submitted that the second defendant is the father of first defendant. On 13.01.2012 the defendants have applied for an education loan of Rs.3,98,000/- for the first defendant's B.E., (Mech.) course at Adhi College of Engineering and Technology at Kancheepuram District. The defendants request of loan was considered by the plaintiff bank and it has sanctioned a sum of Rs.2,55,000/- on 26.03.2012. On 28.04.2012, the defendants have signed the arrangement letter of educational loan scheme and executed an arrangement for term loan fro SBI educational loan scheme in favour of the plaintiff bank. The defendants have agreed to repay the loan with interest at the rate of 13.50% per annum and a penal interest in case of default in payment of dues at the rate of 2%. The defendants have also agreed to repay the loan amount with interest in 60 monthly installments. The loan was disbursed through his account No.32448327816.

1.2. The duration of the course is four years. i.e., from 2011 – 2015. As per the terms and conditions of agreement the repayment shall commence one year after the completion of the course period or after six months of getting a job by the first defendant whichever is earlier. The defendants shall inform to the plaintiff bank, once the course is completed or a job is secured. But the defendants have not so far informed to the plaintiff bank about the employment of the first defendant. The repayment of loan starts from august 2016 as per the agreement. The defendants gave a revival letter in favour of the plaintiff bank on 07.04.2015, 22.03.2018 and 04.03.2021. Having availed the loan, in spite of repeated demands by the plaintiff bank, the defendants have failed to repay the amount. The defendants have made their last repayment of Rs.13,434.73/- on 04.10.2018. The defendants are irregular in repayment of the loan amount. The defendants were committed default in paying the dues. Due to the default of the defendants, there remains an outstanding liability in the defendant's loan account Rs.3,85,148/- as 12.06.2023. The plaintiff bank demanded the defendants to repay the amount, but the defendants have not come forward to pay dues. Hence, this suit.

2. The Brief averments of the written statement filed by the first defendant and adopted 2nd defendant is as follows:-

2.1. The suit is false, frivolous, vexatious and liable to be dismissed. Except as to the facts that are specifically admitted herein to be true this defendants deny all other allegation contained in the plaint are false and untrue. In fact, the plaintiff has filed this suit with the malicious intent of extorting money from the defendants, while suppressing the true facts. Documents listed at Serial Nos. 6 to 8 in the list of documents accompanying the plaint are fraudulent. These documents were not executed on the dates mentioned therein. Instead, the defendants' signatures were obtained by the plaintiff bank on 28.04.2012 the date the loan agreement was executed while the said documents remained incomplete. The defendants did not execute or provide any documents to the plaintiff bank after that date. Consequently, the claim that the defendants submitted 'revival letters' to the plaintiff bank on 07.04.2015, 22.03.2018, and 04.03.2021 is fraudulent. The fraud committed by the plaintiff bank would be revealed if the signatures on the revival letters purportedly executed on 07.04.2015 were compared with the signatures of this defendant found on the affidavit submitted for army employment in 2015.

2.2. Paragraph 11 of the plaint states that interest on the suit loan amount has been calculated starting from 01.03.2018. The suit ought to have been filed within three years from that date i.e., is, before 01.03.2021. However, this suit was filed on 23.03.2023. Furthermore, the suit was not filed within three years from August 2016 the date repayment was scheduled to commence under the loan agreement executed between the plaintiff and the defendants on 28.04.2012. Consequently, the suit is barred by the law of limitation. The details contained in the 'Statement of Account' dated 12.06.2023 listed as document No.9 in the plaint's list of documents are incomplete, facts have been suppressed to create a version favorable to the plaintiff. The plaintiff has not filed this suit in accordance with banking legal procedures and the relevant debt relief legislation. This suit has been filed by the plaintiff in contradiction to documents listed at Serial Nos. 1 to 4 of the plaint documents. The plaintiff would hand over the demand draft for college fees to this defendant, which included the amount deposited by this defendant through this defendant's savings bank account (Account No. 32308943687) held with the plaintiff bank. The plaintiff bank has suppressed this detail in the plaint. Hence, the suit may be dismissed with cost.

3. <u>The following issues were framed for trial</u>;

1.	தாவா தொகை மற்றும் பின்வட்டி வாதி வங்கிக்கு, பிரதிவாதிகளிடமிருந்து கிடைக்கத்தக்கதா?
2.	வாதி வங்கிக்கு கிடைக்கக்கூடிய இதர பரிகாரம் என்ன?

4. In order to substantiate the case of plaintiff, the Assistant Manager was examined herself as PW1 and Ex.A1 to Ex.A12 were marked. On the side of defendants, the first defendant was examined himself as DW1 and Ex.B1 is marked.

<u>5. Answer for Issue no 1</u>:-

5.1. Heard the arguments on both sides and carefully perused the material records. On perusal of records, it is found that the plaintiff has filed the above suit for recovery of money with subsequent interest. The following substantial documents were marked on the plaintiff side. Ex.A1 is the loan application, Ex.A2 is the letter of sanction, Ex.A3 is the arrangement letter, Ex.A4 is the agreement, Ex.A6 to Ex.A8 are the revival letters, Ex.A9 and Ex.A12 are the statement of accounts.

5.2. It is the specific contention of the plaintiff that the defendants have availed the educational loan from the plaintiff bank for a sum of Rs.2,55,000/- on 26.03.2012 and executed the necessary loan documents and thereafter committed default in repayment of loan.

5.3. Per contra, the learned defendants counsel contended that documents listed as revival letters were not executed on the dates, instead, the defendants' signatures were obtained by the plaintiff bank on 28.04.2012 at the time of granting loan and the defendants did not execute or provide any documents to the plaintiff bank and further contented that the defendants submitted 'revival letters' to the plaintiff bank on 07.04.2015, 22.03.2018, and 04.03.2021 is fraudulent.

5.4. The first defendant is the son of second defendant. It is noted the defendants have availed educational loan from the plaintiff bank and such fact is not in dispute. It could be seen from the pleadings and documents filed by the plaintiff, the loan application said to be executed by the defendants, agreement for term loan and arrangement letter marked as Ex.A1 to Ex.A4 were also admitted by the defendants. The above documents categorically proved the defendants have availed an educational loan for the purpose of first defendant's education.

5.5. It is the specific defense, set out by the defendants that the alleged revival letters Ex.A6 to Ex.A8 were obtained by the plaintiff at the time of granting the loan and those documents were not executed by the defendants on the alleged date mentioned in the documents. It is necessary to discuss the oral evidence of the parties to decide the issues effectively. During the cross examination of PW1 it was stated the revival letters were executed by the defendants on the dates mentioned in the documents and specifically denied such documents were executed by the defendants at the time of availing the loan. The entire evidence of PW1 inspires confidence of this court that the loan documents including the revival letters Ex.A6 to Ex.A8 have been duly executed between the parties to the *lis* as found in the documents. There was an inconsistent stand taken by the defendants in regard to the loan granted by the plaintiff. The savings pass book filed by the defendants under Ex.B1 bears no relevance to this case.

5.6. It may mentioned here, in order to prove the contention of the defendants, they have not taken any steps that the revival letters were executed at the time of granting the loan and such fact has been admitted by the DW1 in his oral testimony. On perusal of statement of account, Ex.A9, it is found the defendants have paid a sum of Rs.13,434.73/- on 04.10.2018 and thereafter executed the revival letter on 04.03.2021 under Ex.A8. Therefore the suit was filed within the limitation period.

5.7. From the above discussion this court is of view, that the plaintiff bank has proved the case by way of oral and documentary evidences and the loan documents had been executed for valid consideration and thereafter the defendants were committed default in payment of debt. The plaintiff has claimed interest at the rate of 15.65% per annum for the loan amount.

5.8. This court, considering the nature of loan, the status of the first defendant being unemployed at present, and the occupation of his father, the second defendant herein, it is appropriate to order the defendants to pay only the outstanding liability mentioned in the plaint a sum of Rs.3,85,148/- as on 12.06.2023. The plaintiff is not entitled to claim interest for the aforesaid amount from the date of suit. However it is made clear the plaintiff can claim interest at the rate of 6% per annum for the abovesaid amount from the date of decree.

5.9. Thus, with the above observation, the relief claimed by the plaintiff is partly allowed. The suit is partly decreed directing the defendants to pay a sum of Rs.3,85,150/-(rounded of multiple of Rs.10) with costs. Accordingly the issue no.1 is answered in favour of plaintiff.

6) Answer for Issue No.2:-

Since the substantial issue has been decided and answered in favour of the plaintiff and the suit is partly decreed for recovery of suit claim amount, no other relief need to be granted to either the plaintiff or the defendant. Accordingly the issue No.2 is answered. The plaintiff is entitled for costs.

In the result, the suit is partly decreed with costs as follows;

The defendants are directed to pay a sum of Rs.3,85,150/- **(Rupees three lakh eighty five thousand one hundred and fifty only) to the plaintiff with interest at the rate of 6% per annum from the date of decree till the date of realization of entire decretal amount.**

Dictated to the Steno typist typed by him, corrected and pronounced by me in the open court on this 13th day of July 2026.

N SACHIDHANANTHAM Digitally signed by N SACHIDHANANTHAM Date: 2026.07.13 19:41:22 +0530

Additional Subordinate Judge,
Namakkal.

Plaintiff side Witness:-

PW1 Hinduja

Plaintiff side exhibits :-

1. Ex.A1 - 13.01.2012 Application for educational loan - original
2. Ex.A2 - 26.03.2012 Letter for sanction of loan - original
3. Ex.A3 - 28.04.2012 Arrangement letter - original
4. Ex.A4 - 28.04.2012 Agreement for term loan - original
5. Ex.A5 - 23.02.2012 Fees structure for entire course - original
6. Ex.A6 - 07.04.2015 Revival letter - original

7.	Ex.A7 -	22.03.2018	Revival letter - original
8.	Ex.A8 -	04.03.2021	Revival letter - original
9.	Ex.A9 -	12.06.2023	Statement of accounts – true copy
10.	Ex.A10	12.06.2024	Authorization letter issued to the petitioner – true copy
11.	Ex.A11	12.06.2024	Transfer order of the petitioners branch manager- true copy
12.	Ex.A12	29.01.2025	Statement of accounts – true copy

Defendants side Witness:

DW1 Sathishkumar

Defendants side Exhibits:-

1.	Ex.B1 -	13.01.2012	Defendant’s savings bank bass book - copy

N SACHIDHANANTHAM Digitally signed by N SACHIDHANANTHAM Date: 2026.07.13 19:41:27 +0530

Additional Subordinate Judge,
Namakkal.