IN THE COURT OF ADDITIONAL DISTRICT JUDGE, [FTC] THENI.

Present: Tr. C.Sankar, B.A. M.L., P.G.D.C.F.S.,
Additional District Judge, [FTC], Theni,
Full Additional Charge [FAC]

Monday, the 25th day of August 2025.

ORIGINAL SUIT No.178/2023
(Original Suit CNR No.TNTH01-003-587-2023

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Canara Bank, Theni Branch.,
represented by its
Branch Manager.

:: Plaintiff

// Vs. //

1. M. Sankar :: Defendants

2. R. Muniyasamy

This case came up for final hearing before this court on 06.08.2025 in the presence of Thiru.M.Muruga Dhinakaran, Learned Counsel for the plaintiff and defendants remained exparte and upon hearing the plaintiff side arguments and upon perusing the Plaint, Proof Affidavit and Documents and upon hearing the plaintiff side arguments and having stood over for consideration till this day, this Court delivered the following**…**

JUDGMENT

The plaintiff has filed a suit under Order 7, Rule 1 of the Civil Procedure Code, to pass a Judgment and decree that directing the defendants to pay to the plaintiff a sum of Rs.11,01,874/- along with subsequent interest at the rate of 13.45% p.a. on the above amount from the date of plaint till realization and to provide other relief.

2. Averements made in the plaint in brief is as follows:

The plaintiff's suit is that, the 1st defendant is the son of the 2nd defendant. For the purpose of the 1st defendant's studies, both the defendants had approached the plaintiff bank and requested the plaintiff to grant an Educational Term loan up to a limit of Rs.1,65,000/- for the educational expenses of the 1st defendant. An application for the said loan was submitted by the defendants on 07.12.2006 to the plaintiff bank. On the request of the defendants the plaintiff bank was sanctioned Rs.1,65,000/- on 31.01.2007. The plaintiff bank sanctioned the above said loan of Rs.1,65,000/- to the defendants after executing the Educational Term loan Agreement and other related documents in favour of the plaintiff bank by both the defendants at Theni Branch on 31.01.2007. As per the loan agreement the defendants had agreed to repay the loan borrowed by them in 60 equal monthly intsallments starting from June 2011. The defendants had also agreed to repay the loan amount along with the interest at the rate of 11.75% p.a. calculated on daily products at monthly rests. Further the defendants agreed to repay the enhanced interest rate, when the breach of loan agreement is done by the defendant continuously for more than 60 days. As the defendants not acted upon the terms of the agreement the present rate of interests is 13.45% p.a. compounded monthly rests. As per the loan agreement the defendants had also agreed that, if any default in repayment of a single installment, the plaintiff bank is at liberty to demand the defendants to repay the principle amount along with accrued interest, without waiting for the expiry of the installment period. As per the loan agreement, the loan is subsisting as the guarantee given by the defendants is continuing one. The defendants are vey irregular in repaying the monthly installment of loan amount as agreed and the defendants not adhered to the repayment schedule and committed default. As the defendants committed default in repayment of the loan amount, the plaintiff made repeated demands to the defendants and a demand notice was also sent to the defendants, by the plaintiff bank. Even after the repeated demands and the demand notice, the defendants did not come forward to settle the entire outstanding amount. Further, the defendants have executed a letter of acknowledgment of debt on 24.11.2009, 20.06.2012, 25.04.2014,10.03.2017, 06.01.2020 and 06.01.2021. Therefore, the defendants are oredered to pay Rs.11,01,874/- along with interest at the rate of 9.75% p.a. on the above amount from the date of payment till realization and the defendants to pay the plaintiff the costs of the suit and to provide other relief.

3. The defendants have been treated a defaulting parties as they have not appear despite being summoned by the plaintiff.

4. The issue to decided in this original suit that is, whether the plaintiff is entitled to got the relief claimed by the plaintiff from the defendants or not ?

5. On behalf of the palintiff, witness P.W.1 has been examined and documents Ex.A.1 to ExA.10 have been marked. No witnesses have been examined on behalf of the defendants. No documents have been marked.

6. Heard and records perused. The learned counsel for the plaintiff during his argument stated that the plaintiff's suit is that, the 1st defendant is the son of the 2nd defendant. For the purpose of the 1st defendant's studies, both the defendants had approached the plaintiff bank and requested the plaintiff to grant an Educational Term loan up to a limit of Rs.1,65,000/- for the educational expenses of the 1st defendant. An application for the said loan was submitted by the defendants on 07.12.2006 to the plaintiff bank. On the request of the defendants the plaintiff bank was sanctioned Rs.1,65,000/- on 31.01.2007. The plaintiff bank sanctioned the above said loan of Rs.1,65,000/- to the defendants after executing the Educational Term loan Agreement and other related documents in favour of the plaintiff bank by both the defendants at Theni Branch on 31.01.2007. As per the loan agreement the defendants had agreed to repay the loan borrowed by them in 60 equal monthly intsallments starting from June 2011. The defendants had also agreed to repay the loan amount along with the interest at the rate of 11.75% p.a. calculated on daily products at monthly rests. Further the defendants agreed to repay the enhanced interest rate, when the breach of loan agreement is done by the defendant continuously for more than 60 days. As the defendants not acted upon the terms of the agreement the present rate of interests is

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7. Plaintiff has been examined as P.W.1. In the evidence of P.W.1 stated that this defendants approached plaintiff bank for Educational loan of Rs.1,65,000/- on 07.12.2006 through E.x.A1. The plaintiff bank also sanctioned the Educational Term loan to the defendants on 31.01.2007 through E.x.A2. For that the defendants executed a educational loan agreement to the plaintiff bank on 31.01.2007 through Ex.A3. The defendants executed a Acknowledgment of Debt and security through Ex.A6 to Ex.A10. The defendants have not repaid the loan amount properly and therefore the plaintiff has filed this suit to recovery of the loan amount due to the plaintiff from the defendants with compound interest. It is evident from P.W.1 that the defendants have availed a loan and to repay the amount of Rs.11,01,874/- as on 02.07.2023 to the plaintiff bank and the defendants have not repaid the said loan amount properly to the plaintiff.

8. The defendants have not made any attempt to cross-examine of P.W.1 and no examination of witness on the side of defendants or marked the documents by denying the facts in the evidence of P.W.1. Therefore, this court is of view that an inference can be drawn against the defendants. It has also been shown to this court through the evidence of P.W.1 and through the documents Ex.A.1 to Ex.A.10 that the defendants have taken an educational term loan from the plaintiff bank and that he had not repaid the said loan properly.

9. In the result,

1.	The plaintiff's suit is decreed with costs and the defendants shall pay the entire suit amount of Rs.11,01,874/- to the plaintiff bank either jointly or severally with interest at the rate of 9% p.a. from the date of filing of this suit to till the date of decree and also with interest at the rate of 6% p.a. from the date of decree till realization of entire amount for the principal amount of Rs.1,65,000/-

Dictated by me, directly typed by Steno-Typist into computer, corrected and pronounced by me in the open Court, this the **25th day of August 2025.**

SANKAR
Digitally signed by SANKAR
Date: 2025.08.25 17:39:06 +0530

Additional District Judge, [FAC]
Theni

<u>Evidence on the side of the plaintiff:</u>

P.W.1.Jeya Ando Kingston - (Branch Manager).

<u>Documents on the side of the plaintiff:</u>

1.	**Ex.A.1.**	07.12.2006	Loan application	original
2.	**Ex.A.2.**	31.01.2007	Sanction Memorandum	original
3.	**Ex.A.3.**	31.01.2007	Educational loan agreement	original
4	**Ex.A.4.**	18.06.2007	Bonafide certificate	Original

5.	**Ex.A.5.**	24.11.2009	Bank statement for loan	Computerised copy
6	**Ex.A.6.**	20.06.2012	Acknowledgment of debt & Security	original
7	**Ex.A.7.**	25.04.2014	Acknowledgment of debt & Security	original
8	**Ex.A.8.**	10.03.2017	Acknowledgment of debt & Security	original
9	**Ex.A.9.**	06.01.2020	Acknowledgment of debt & Security	Original
10	**Ex.A.10.**	06.01.2021	Acknowledgment of debt & Security	Original

Defendants side Witness and Documents: Nil.

SANKAR Digitally signed by SANKAR Date: 2025.08.25 17:39:11 +0530

Additional District Judge,[FAC]
Theni.

Additional District Court [FTC]
Theni
FAIR JUDGMENT
O.S.No. 178/2023
Dated: 25.08.2025