IN THE COURT OF JUDGE, COMMERCIAL COURT
(DISTRICT JUDGE CADRE), COIMBATORE

Present: **Thiru. K.Hariharan, M.L.,**
Judge,
Commercial Court (District Judge Cadre),
Coimbatore

Monday, the 22nd Day of June 2026

C.O.S. No.12 of 2025

(CNR No.TNCB22-000024-2025)

Union Bank of India,
(Erstwhile Corporation Bank)
Narasipuram Branch, Coimbatore
Represented by its Branch Manager .... Plaintiff

// Vs //

1. Mr. R.Mylsamy (died) *
2. Mr. M.Shankar Mahesh,
3. Mrs. M.Kalamani, *
4. Mr. Rubinkumar * … Defendants

*(Pending suit, 1st defendant died and his LRs are impleaded as 3rd and 4th defendants as per order in IA.No.4 of 2025 dated 16.10.2025)

This suit came up for final hearing before me on 24.04.2026 in the presence of **Thiru. P.Bharath,** Advocate for the plaintiff and the defendants called absent and set exparte and upon perusing the materials available in the case records and having stood over for consideration till this date, this Court passes the following:-

JUDGMENT

The suit has been filed by the plaintiff against the defendants for the relief of recovery of sum of Rs.7,02,587/- in respect of loan account No.CCCK-560961000107922 with future interest at the rate of 9% per annum; for the relief of recovery of sum of Rs.13,15,981/- in respect of loan account No.CKSL560931000317770 with future interest at the rate of 12.85% per annum; for the relief of recovery of sum of Rs.8,70,619/- in respect of loan account No.CCCK-560941000157889 with future interest at the rate of 13.80% per annum and in case of default on the part of the defendant directing the sale of mortgaged properties described in the suit scheduled properties by auction and for the cost of the suit.

2. The Plaint averments which are found essential for the disposal of the suit is that:-

a) The plaintiff is a Nationalized Bank. The defendants approached the plaintiff bank on 11.02.2013 for availing agricultural loan of Rs.2,00,000/- to meet their agriculture expenses. After considering the request of the defendants the plaintiff bank had sanctioned the loan facility for Rs.2,00,000/- vide sanction letter dated 11.02.2013 in loan account No.CCCK-560961000107922. The defendants availed the loan and executed necessary documents to the bank assuring the repayment of loan. Subsequently on 24.01.2014 towards Crop loan the defendants borrowed a sum of Rs.5,00,000/- for their agricultural purpose and the plaintiff also had sanctioned the loan of Rs.5,00,000/- vide sanction letter dated 24.01.2014 and the loan was sanctioned vide loan account No.CKLS-560931000317770. The necessary documents were also executed by the defendants for availing the loan.

b) Subsequently, yet another loan was also availed by the defendants for a sum of Rs.3,00,000/- by executing necessary documents for agricultural purpose and the same was also sanctioned by the plaintiff bank through loan account No.CCCK-560941000157889 on 23.12.2015. Further, the defendants have given their agricultural land property as security and also executed the mortgage in favour of the plaintiff bank for the aforementioned sum of Rs.13,00,000/- in total and the total amount due out of the said three loan is sum of Rs.28,89,187/- as on date of filing of the suit. The defendants have defaulted to make repayment of each loan. Accordingly, for the first loan the outstanding due is sum of Rs.7,02,587/- as on 08.10.2024 and for the second loan the outstanding due is Rs.13,15,981/- and for the third loan the sum outstanding was Rs.8,70,619/-, in total the total outstanding amount due from the defendants to the plaintiff is sum of Rs.28,89,187/-. Since the defendants have not come forward to make the payment in-spite of the demands made by the plaintiff, the plaintiff has come up with the present suit for the relief of recovery of money. Further it is also the submission of the plaintiff that the plaintiff is also entitled for the relief of recovery of money with interest as per the lending rate fixed by the Reserve Bank of India. Hence, the present suit for the aforementioned relief.

3. Notice to the defendants 1 & 2 was issued. The 2nd defendant has served with summon and failed to appear before this Court and hence, the 2nd defendant was called absent and set exparte. Process to D1 has been returned for the reason D1 died. LRs of the deceased D1 have been impleaded as 3rd and 4th defendants as per Order passed in IA.No.4 of 2025, dated 16.10.2025 and thereafter, the defendants 2 to 4 have been served with summons and they have not come forward to file the written statement and remained exparte.

4. Point for Determination:

1. Whether the plaintiff is entitled for recovery of suit amount as prayed for?

5. On the side of the plaintiff, the Branch Manager of the plaintiff bank Thiru. Bipin S/o Bhaskaran was examined as PW.1 and Ex.A1 to Ex.A21 were marked. Oral arguments were heard and the suit is taken up for Judgment.

Point No.1

6. The suit has been filed by the plaintiff for the relief of outstanding sum of Rs.28,89,187/- as on 08.10.2024 from the defendants. It is the submission of the plaintiff that the defendants borrowed three loans and the first loan was granted on 11.02.2013 for Rs.2,00,000/-, the second loan was granted on 24.01.2014 for Rs.5,00,000/- and the third loan was sanctioned on 23.12.2015 for Rs.3,00,000/- Each loan have been sanctioned as per the separate loan application and each loan have been sanctioned on the basis of the security documents executed by the defendants. It is the submission of the plaintiff that the defendants have not repaid the loan amount as agreed. For availing the loan the defendant is also mentioned to have executed the memorandum of deposit of title deeds dated 07.01.2013 and also executed the supplemental memorandum of deposit of title deeds dated 21.12.2015 for Rs.13,00,000/-. An agreement for Term Loan is filed as Ex.A10 and the same was executed by the defendant to the plaintiff bank for availing the loan amount of Rs.5,00,000/- and the said amount was agreed to be paid with nine years repayment period along with interest and the annual installment was fixed as Rs.71,428/-. Since the amount agreed by the defendants have not been repaid, the plaintiff have come up with the present suit for claiming the outstanding amount.

7. To show the outstanding dues from the defendants in respect of said three loans availed by the defendants, the plaintiff have filed three accounts statement which are marked as Ex.A16, Ex.A17 and Ex.A18. For the first loan availed for Rs.2,00,000/- the balance outstanding amount as on 08.10.2024 is Rs.7,02,587/-, for the second loan of Rs.5,00,000/- the outstanding amount as on 08.10.2024 the balance amount due is Rs.13,15,981/- and for the third loan received for a sum of Rs.3,00,000/- the balance outstanding from the defendants to the plaintiff is sum of Rs.8,70,619/- as on 08.10.2024. Hence, the total outstanding amount as per Ex.A16, Ex.A17 and Ex.A18 accounts statement comes around Rs.28,89,187/-. Further the memorandum of deposit of title deeds have been executed.

8. From the above documents the deceased 1st defendant have availed the loan and the said amount have not been repaid. Since the 1st defendant is deceased, the LRs of the 1st defendant have impleaded as party to the proceedings and they have issued with summons and they have not come forward to file the written statement and remained exparte. Under the circumstances this Court considers that the plaintiff's claim is proved. Hence the plaintiff is entitled for the relief of recovery of outstanding sum of Rs.28,89,187/- as on 08.10.2024.

9. **Interest:-** Further, the plaintiff also claimed the interest for the outstanding amount at the rate of 9% per annum for the first loan and 12.85% per annum for the second loan and 13.80% per annum for the third loan. Since all the loan amounts are sanctioned by the plaintiff bank for the defendants for agriculture, this Court would consider that awarding interest at the rate of 9% per annum for all the said three loans would be appropriate. Hence, this Court is of considered stand that the plaintiff would be entitled for interest at the rate of 9% per annum for all the three loans.

10. **Default:** Further, the defendants are directed to make the payment of outstanding amount within three months from the date of decree and upon failure of the defendants to make the payment of said amount, the plaintiff shall take steps to realize the outstanding amount by bringing the sale of the hypothecated suit properties along with cost.

11. In the result the suit is partly decreed that the plaintiff is entitled for the relief of recovery of outstanding due amount of Rs.28,89,187/- from the defendants along with interest at the rate of 9% per annum from the date of suit till the date of realization along with costs. The defendants are directed to make the payment of outstanding amount within three months from the date of decree and upon failure, the plaintiff shall take steps to realize the outstanding amount by bringing the sale of the hypothecated suit properties.

Dictated to the Steno-Typist, Computerized by him directly, Corrected and Pronounced by me, on the **22nd day of June 2026.**

K HARIHARAN

FAIR JUDGMENT
Digitally signed by K HARIHARAN
Date: 2026.06.22 18:18:29 +0530

Judge,
Commercial Court,
(District Judge Cadre)
Coimbatore

List of witnesses examined on the side of plaintiff:-

PW.1 … Thiru. Bipin, S/o Bhaskaran

List of Witnesses examined on the side of defendants:- - Nil -

List of documents marked on the side of the plaintiff:-

Exhibits	Date	Description of documents
Ex.A1	11.02.2013	Original Loan Application in respect of Loan account No.CCCK-560961000107922
Ex.A2	11.02.2013	Original Accepted Credit Sanction Intimation
Ex.A3	11.02.2013	Original Demand Promissory Note
Ex.A4	11.02.2013	Original Take Delivery Letter

Ex.A5	11.02.2013	Original Letter of Undertaking
Ex.A6	24.01.2014	Original Loan Application in respect of Loan account No.CKLS-560931000317770
Ex.A7	24.01.2014	Original Accepted Credit Sanction Intimation
Ex.A8	24.01.2014	Original Demand Promissory Note
Ex.A9	24.01.2014	Original Take Delivery Letter
Ex.A10	24.01.2014	Original Agreement for Term Loan
Ex.A11	24.01.2014	Original Common Deed of Hypothecation of Crops / Stocks
Ex.A12	24.01.2014	Original Letter of Undertaking
Ex.A13	23.12.2015	Original Demand Promissory Note in respect of Loan account No.CCCK-560941000157889
Ex.A14	23.12.2015	Original Take Delivery Letter
Ex.A15	23.12.2015	Original Common Deed of Hypothecation of Crop / Stocks
Ex.A16	08.10.2024	True Copy of Statement of Accounts in respect of Loan account No.CCCK-560961000107922
Ex.A17	08.10.2024	True Copy of Statement of Accounts in respect of Loan account No.CKLS-560931000317770
Ex.A18	08.10.2024	True Copy of Statement of Accounts in respect of Loan account No.CCCK-560941000157889
Ex.A19	07.01.2013	Original Memorandum of Deposit of Title Deeds
Ex.A20	07.01.2015	Original Supplemental Memorandum of Deposit of Title Deeds
Ex.A21	27.11.2024	Non Starter Report in PIM No.1089/2024

List of documents marked on the side of the defendants:-

- NIL -

K HARIHARAN

FAIR JUDGMENT
Digitally signed by K HARIHARAN
Date: 2026.06.22 18:18:40 +0530

Judge,
Commercial Court,
(District Judge Cadre)
Coimbatore