IN THE COURT OF PRINCIPAL DISTRICT MUNSIF, CHIDAMBARAM.

Present: Selvi.S.Padmavathi, M.L.,
Principal District Munsif,
Chidambaram.

Monday, the 27th day of July 2026

OS.No.85/2026
CNR No.TNCD10-000-102-2026

Canara Bank,
Represented by its Manager,
Chidambaram Branch. ... Plaintiff

/vs/

1. Muthukumaran
S/o.Durairaj

2. Subashini
W/o.Ranganathan ... Defendants

This suit has been taken on file on 03.03.2026 and came before me for final hearing on 17.07.2026 in the presence of Learned Advocate Thiru.S.Jagadhathri, for Plaintiff, Defendants were called absent and Set E*xparte* and after verifying the documents and having stood over for the consideration of this court till this date, this court delivers the following:-

JUDGMENT

The suit is for recovery of money of Rs.47,389/- from the defendants with subsequent compound interest at the rate of 15.30 % per annum and for costs.

2. **THE CASE OF THE PLAINTIFF:**

The plaintiff is a Banking Company and does business of banking through its Branches at various places, and one such branch is situate at No.15, North Car Street, Chidambaram and Taluk, represented by its Manager, who is competent to sign, verify and execute this plaint under the Banking Regulations Act. The defendants approached the plaintiff's bank branch and requested Mudra loan. The plaintiff agreed to grant loan and the defendant availed the following loan,

SL.No.	A/c.No	Demand Promissory Note dated. 21.08.2018	Outstanding Amount
1.	2924741005593	Rs.50,000/-	Rs.47,389/-

In evidence thereof and as security the defendants has executed a Demand Promissory Note agreeing to repay the loan amount with interest at 15.30% per annum (Subject to change as per HO circular) in favour of the plaintiff on 21.08.2018. The defendants executed Letter of Acknowledgement of debt dated 10.08.2021 and 22.03.2023 and acknowledged their debt. Hence this suit filoraled within 3 years of date of acknowledgement and not barred by limitation. Inspite of repeated demands made by the plaintiff through phone and also met the defendant directly to repay the loan dues but the defendants did not repay the amount due as schedule. Since the defendants failed to clear the above said loan dues, this suit is filed for recovery of the loan dues from the defendants. The defendants are not entitled to claim the benefits of any debt relief acts and hence interest is claimed as per contract rate. The plaintiff is herewith appending the statement of Account which shows that a sum of Rs.47,389/- is due as on 25.12.2023. Inspite of repeated demands, the said amount has not been paid. A true extract of the Statement of Accounts maintained by the bank in the Ordinary course of business of the bank and which is admissible under the Bankers Book of Evidence Act is furnished herewith. The plaintiff is claiming interest at the contract of interest as per the provision of sec 21(a) of the Bank Regulation Act. Hence, the suit.

3. The defendants were set exparte in the suit on 02.04.2026 for their non-appearance before this court.

4. In order to substantiate the plaintiff’s case, Selvamani, the Branch Manager of Plaintiff Bank was examined as PW1 and Ex.A1 to Ex.A5 has been marked through PW1.

5. POINT FOR CONSIDERATION:

Whether the plaintiff is entitled to the decree as prayed for?

6. DISCUSSION:

Heard the learned counsel for plaintiff. Material records have been perused. The suit is for recovery of money of Rs.47,389/- from the defendant with subsequent interest at the rate of 12% per annum and for costs. It is the case of the Plaintiff that, the defendants borrowed a sum of Rs.50,000/- at the rate of 15.30% interest. The said loan was sanctioned by the plaintiff bank on 21.08.2018. Furthermore, it is the case of Plaintiff that the defendant has also executed Loan Application cum Sanction, Demand Promissory Note, Acknowledgement of Debt and security (2) which are marked as Ex.A1, A2, A3, A4 respectively. Despite, executing all those documents, the defendants has committed wilful default, and failed to repay the amount and so the plaintiff has filed the suit.

7. In order to substantiate the Plaintiff's case, the Manager of plaintiff's bank was examined as PW1 and he filed the chief proof affidavit as stated in the Plaint averments. Ex.A1 to Ex.A5 marked through PW1. Ex.A1 to A4 was duly executed by defendants and Ex.A5 is the statement of account for defendants account. It is to be noted that the acknowledgment of debt was made on time as per section 18 of Indian Limitation Act, 1963, and therefore a fresh period of limitation starts to run. Hence, this suit is filed within the period of 3 years. On perusal of Ex.A1, A2, A3, A4 it is apparent that the defendants borrowed a sum of Rs.50,000/- as loan from the Plaintiff. On perusal of Ex.A5, the Plaintiff also proved the default of loan made by the defendants and the outstanding due as on the date of filing this suit is Rs.47,389/-. Ex.A3 and A5 proves that the suit is filed within the period of limitation.

8. In order to substantiate the Plaintiff's case, the Branch Manager of plaintiff's bank named Selvamani was examined as PW1 and he gave oral evidence as those of Plaint averments and marked Ex.A1 to Ex.A5. Ex.A1, Ex.A2 was duly

executed by defendants. Ex.A3 and Ex.A4 is the legal notice issued to the defendant demanding to pay the loan amount due under the loan account. Ex.A5 is the statement of account of defendant. Acknowledgment of debt was made on time as per section 18 of Indian Limitation Act, 1963, and therefore a fresh period of limitation starts to run and the suit is filed within the period of 3 years.

9. On perusal of Ex.A1, A2 it is apparent that the defendant borrowed a sum of Rs.50,000/- as loan from the Plaintiff's bank as against the sanctioned amount of Rs.50,000/-. On perusal of Ex.A2, the Plaintiff also proved the default of loan made by the defendants and the outstanding due as on the date of filing this suit is Rs.47,389/-. Ex.A3, Ex.A4 proves that, the suit is filed within the period of limitation. Further Ex.A5 establishes the default on the side of the defendants to repay the loan.

10. Considering the entire facts and circumstances of the case, this court is of the view that Ex.A1 to Ex.A5 corroborates the claim of PW1, in absence of any evidence to the contrary. No other witness has been examined by the plaintiff. As the defendants failed to come and appear before the court, the oral and documentary evidence of the plaintiff side witness remained obvious, unchallenged and unrebutted and therefore adverse inference is drawn against the defendant. The plaintiff proved his case by adducing oral and documentary evidence from his side. The suit is within the period of limitation. It is also pointed out that the plaintiff bank claims subsequent interest at 12 % and on considering suit claim, this court is of view that plaintiff is entitled for interest at 9% p.a. from the date of suit to the date of decree and 6% p.a from date of decree to its realization. Thus, the plaintiff is entitled to recover the sum of Rs.47,389/- along with subsequent interest as discussed above.

11. In the result, suit is decreed as follows:

(i) The Defendants are directed to pay the plaintiff a sum of Rs. 47,389/-

(ii) And the defendants are further directed to pay the subsequent interest at 9% per annum on the principal amount from the date of filing of the suit till the date of decree,

(iii) Also, Defendants are directed to pay the subsequent interest at the rate of 6% per annum on the principal amount from the date of decree to the date of realization,

(iv) And, the defendants are directed to pay the Cost of the Suit also.

The amount shall be paid within a period of three months from today.

Dictated to the Typist, typed by her in computer, corrected and pronounced by me in the open court this the 27th day of July 2026.

PADMAVATHI Digitally signed by PADMAVATHI Date: 2026.07.27 18:17:15 +0530

PRINCIPAL DISTRICT MUNSIF,
CHIDAMBARAM.

List of witness on plaintiff's side:

PW1- Selvamani (Plaintiff's branch manager)

List of exhibits on plaintiff's side:

Ex.A1	21.08.2018	Loan Application cum Sanction - Original
Ex.A2	21.08.2018	Demand Promissory Note-Original
Ex.A3	10.08.2021	Acknowledgment of Debt and Security - Original
Ex.A4	22.03.2023	Acknowledgment of Debt and Security - Original
Ex.A5	06.01.2024	Statement of Account - Original

Defendant side witness and exhibits: Nil
List of Court Witnesses and Documents: NIL

PADMAVATHI Digitally signed by PADMAVATHI Date: 2026.07.27 18:17:23 +0530

PRINCIPAL DISTRICT MUNSIF,
CHIDAMBARAM.

Fair/Draft Judgment
OS.85/2026
Dt.27.07.2026