

IN THE COURT OF THE SUBORDINATE JUDGE OF POLLACHI**PRESENT: THIRU. M.MANIKANDAN, M.A., M.L., PG.D, C.F.S.C,**

Subordinate Judge, Pollachi.

Tuesday, the 10th day of March 2026(2056, Thiruvalluvar Andu, Visuvavasu, Maasi Thingal 26th day)**O.S. No: 475/2018****TNCB11-000972-2018**

Union Bank of India, Pollachi Branch,

Represented by its Branch Manager

(Previously known as Corporation Bank now

Amalgamated with Union Bank of India)

... Plaintiff

//Versus//

1. K.Aneesh Fathima

2. Kajamaitheen

... Defendants

This suit is coming on 09.03.2026 for hearing before this court in the presence of Thiru.M.A.Kanagaraj, Advocate for plaintiff and defendants were called absent set exparte and upon hearing the arguments of the plaintiff side and perusing the records, having stood over for consideration till this date, this Court delivered the following...

JUDGMENT

1) Suit for directing the defendants jointly, severally and personally to pay the plaintiff a sum of Rs.1,32,529/- with subsequent interest thereon at the rate of 10.75% per annum compounded monthly rest from the date of suit till the realization of the amount and directing the defendants to pay the costs of the suit.

2) The averments made in the Amendment plaint is as follows:-

The plaintiff is a bank. The defendants have applied for a Education loan facility to the plaintiff bank. Based on the request of the defendants, the plaintiff bank has

granted a sum of Rs.1,00,000/- on 19.03.2014 to the defendants subject to the terms and conditions. The defendants have executed an Demand Promissory Note and take delivery letter to DPN for a sum of Rs.1,00,000/- on 19.03.2014. Agreeing to repay the said loan amount with the interest at the rate of 11.35% per annum from the date of loan until payment in full with monthly rest of at such rates and rests as may be revised as per the instructions of the Reserve Bank of India from time to time. Though the suit debt is borrowed by the defendants on 19.03.2014 the same was renewed subsequently under acknowledgment of debt/liability by the borrowers on 26.04.2016 executed by the defendants expressly admitting their liability and also confirming the correctness of the debit balance and also promised to repay the suit debt and suit is filed within 3 years from the date of last acknowledgment of debt/liability by the borrowers on 26.04.2016 and hence the suit is in time. The defendants are chronic defaulters in repaying the loan. The defendants failed and neglected to settle the account, in spite of repeated demands made by the plaintiff. The plaintiff therefore demanded the defendants to settle the accounts. The defendants failed to repay the said amount at agreed. Hence the plaintiff constrained to file this present suit. Regarding the interest for the loan at the time of grant of the loan, the loan papers provide interest at the rate of 11.35% per annum. The present rate of interest for the said loan is 10.75% per annum. Accordingly the plaintiff is claiming interest at the rate of 10.75% per annum including the penal interest with monthly rest as per the Reserve Bank of India directives. There is a balance of Rs.1,32,529/- as on 05.10.2018. Hence the suit.

3) The defendants remained exparte.

4) In order to prove the case of plaintiff, the plaintiff Bank Manager Senthilkumar was examined as PW1 and Ex.A1 to A4 are marked.

5) Heard the arguments of the plaintiff counsel. Perused the evidence and documents placed before the court.

6) Points for consideration:

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

2. What other relief the plaintiff bank is entitled to?

7) Point No.1 and 2:-

a) Heard the arguments of the plaintiff counsel. Perused the evidence and documents placed before the court. Admittedly, the suit is filed for the relief of recovery of money based on the Demand Promissory Note executed by the defendants in favour of the plaintiff Bank.

b) To prove the contention, the Manager of the plaintiff bank was examined as PW1 and Ex.A1 to A4 are marked. It is clear from the perusal of exhibits A1 to A3 that the defendants approached the Plaintiff's bank has also sanctioned Rs.1,00,000/- to the defendants. But as seen from the statement of account and as per the affidavit filed on the side of the plaintiff on 19.03.2014 to 19.09.2018, it is clear that the plaintiff's bank Sanction amount Rs.1,00,000/- had disbursed amount Rs.1,00,000/- to the defendants. The plaintiff has alleged the defendants have not settled the loan amount borrowed by them within the stipulated period and there was an outstanding balance loan amount of Rs.1,32,529/- payable by the defendants. It is clear from Ex.A4 statement of accounts produced on the side of plaintiff that the defendants are liable to pay the loan amount of Rs.1,32,529/- as on 19.09.2018 in the defendants loan account. Upon considering the evidence of P.W.1 and documents produced on the side of plaintiff, this court is of the view that the plaintiff has established that the defendants are liable to pay the outstanding loan amount of Rs.1,32,529/- with interest.

c) According to the learned counsel for the plaintiff, the defendants are chronic defaulters in repaying the load and even after repeated demands, the defendants failed to pay the loan amount as agreed. From the evidence of PW1 and the documents

produced before the court, it is evident that the defendants borrowed loan from plaintiff bank and failed to repay the same. To deny the contention, the defendants not turned before the court either to file the written statement or contest the case and failed to prove the same neither let in oral evidence nor through documentary evidence and defendants were called absent and set exparte. Hence this court has drawn adverse inference as against the defendants as per section 114(g) of Indian Evidence Act. Considering the plaintiff side evidence and documents this court finds that the plaintiff proved the case. Accordingly, the point is answered in favour of the plaintiff.

8) In the result, the suit is decreed as follows:

- a) that the defendants be and are hereby directed to pay a sum of Rs.1,32,529/- together with subsequent interest of 9% per annum from the date of plaint till the date of decree on the Principal amount and thereafter 6% per annum till its realization,
- b) Time for payment is two months.
- c) that the defendants be and are hereby directed to pay the cost of the suit.

Dictated to the typist and directly typed by her and corrected and pronounced by me in the open court, this the 10th day of March 2026.

Subordinate Judge,
Pollachi.

Plaintiff side Evidence:

PW1 - Senthilkumar

Plaintiff side Exhibits:

Ex A1	19.03.2014	Demand Promissory Note – Original
Ex A2	19.03.2014	Take Delivery Letter to D.P.N - Original

Ex A3	26.04.2016	Acknowledgment of debt/liability - Original
Ex A4	19.03.2014 to 19.09.2018	Statement of Accounts – True Copy

Defendants side Evidence and Exhibit: Nil

Subordinate Judge,
Pollachi

Fair/Draft Judgment

O.S.No.475/2018

10.03.2026