

**THE COURT OF THE DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE,
ANNUR.**

PRESENT: Tmt.V.Monika, B.A., B.L., L.L.M.,
District Munsif cum Judicial Magistrate, Annur.

On Friday, the 27th day of March, 2026.

O.S.No. 20/2025
(CNR.No.TNCB21- 000142-2025)

Canara Bank,
Vellamadai Branch,
Represented by its Branch Manager, Coimbatore.

..... Plaintiff

-Vs-

1. Mr. S. Praveen Kumar

2. Mr. D. Hariharan

.....Defendants

This suit coming up for final hearing before me in the presence of Thiru. M.Ravi, Advocate for the Plaintiff and the defendants remained exparte and after hearing the plaintiff, upon perusing the records, this Court delivers the following,

JUDGMENT

This suit has been filed to pass a decree directing the defendants are jointly and severally to pay a sum of Rs. 63,834/- as on dated 22.12.2024 to the plaintiff with interest at the rate of 13.80 % p.a. compounded with monthly rests from the date of filing suit till date of realization along with costs of the suit and other reliefs deem fit.

2. Brief averments of the plaint:

The defendant No.1 is Applicant and the defendant No.2 is Co- Applicant, had requested the Plaintiff bank to grant a loan under Canara Budget Scheme of Rs. 80,000/- for their personal needs and submitted a loan application on 22.04.2022. The plaintiff bank granted a loan Rs 80,000/-on 22.04.2022 under loan A/C No. 163001237707 through a Sanction Memorandum, with an interest of 13.30% p.a subject to change as per the appropriate guidelines. The defendants had jointly executed a Delivery Letter to DPN in favour of plaintiff bank on 22.04.2022, containing the terms and conditions agreeing and undertaking to repay the loan and interest on demand and subject to terms and conditions. The defendants agreed to repay the loan amount in 60 equated monthly instalments of Rs 1,833/- each. The first instalment commenced from 22.05.2022. The defendants had jointly executed the loan agreement in favour of plaintiff bank on 22.04.2022 and the suit is filed within the three years there from and so the suit is not barred by limitation. The plaintiff bank had issued the legal notice to the defendants on 09.01.2025, calling upon the defendants to repay the loan amount to the plaintiff bank. The said notice to the defendants were not served and postal covers of 1st defendant returned on 16.01.2025 and 2nd defendant returned on 15.01.2025, with an endorsement of "No Such Person in this Address" in respectively. Thereafter, the defendants are failed to discharge the loan amount to the plaintiff. The defendants have not complied with the terms and conditions of the loan agreement, they defaulted in repayment of the said loan amounts, the defendants are liable to pay the entire loan amount. The statement of account maintained by the plaintiff bank in normal course of business and as per the statement of accounts, the defendants are liable to repay a sum of Rs. 63,834/- due as on 22. 12.2024, with future interest of 13.80% per annum compounded monthly rests till the realization of loan from the defendants to the

plaintiff. The defendants are not entitled to the benefits of any of the Debt Relief Acts of Tamil Nadu or any other such Acts. The defendants purposefully evaded the payment of the loan, in spite of repeated demands made by the bank. The plaintiff is entitled to claim and receive interest at the contract rate from the date of suit till the date of realization with monthly rests in terms of section 21-A of the Banking Regulation Act and Section 34 Order 34 Rule 11 of CPC. Hence the money suit.

3. The substituted service effected against the defendants, both of them never appeared before the court and failed to contest the suit. So, they are set exparte and remained the same till date.

4. Points for consideration:

Whether the plaintiff bank is entitled for the recovery of money of Rs. 63,834/- along with future interest from the defendants as prayed for?

5. On the side of the plaintiff's bank, the Branch Manager of the plaintiff's Bank Mrs. Avudaiyammal was examined as P.W.1 and EX.A1 to EX.A7 has been marked.

6. Discussion:

6.1. Heard the learned counsel for the plaintiff and the records perused. On the side of the plaintiff, the Vellamadai Branch Manager of the plaintiff's bank was examined as P.W.1 and through her Ex.A1 to A7 has been exhibited. Ex.A1 is the request for loan through an application submitted by the defendants to the plaintiff. Ex.A2 is the Loan Sanction Memorandum of the plaintiff Canara Bank, Vellamadai branch to the defendants. Ex.A3 is the Take Delivery Letter to DPN executed by the defendants in favour of the plaintiff bank. Ex.A4 is the Legal notice sent by the plaintiff bank to the defendants. Ex.A5 is the Return

Postal Cover of 1st defendant. Ex.A6 is the Return Postal Cover of 2nd defendant. Ex.A7 is the computer generated statement of account related to the defendants.

6.2. From the exhibits A1 and A3, it is proved that the defendants had executed those documents in order to obtain loan from the plaintiff's bank, who sanctioned loan to the defendants vide Ex.A2. There was an outstanding balance of about Rs. 63,834/- as on 22.12.2024 and it was proved through the Ex.A7. From the Ex.A4, it is shown that the plaintiff bank had took steps to intimate the defendants for repayment. The legal notice addressed to both the defendants were returned. But they were returned even though the address were mentioned as found in the application form.

6.3. The Branch Manager of the plaintiff bank deposed her evidence in support of the plaint averments. The plea of loan sanction and the pending due by the defendant in favour of the plaintiff bank stands proved without contradiction, as the defendants failed to contest the suit. The defendants failed to appear and file any written statement to disprove the claim of the plaintiff's bank. Hence, based on the document exhibited by the plaintiff's bank, it has proved the joint liability of the defendants to repay the suit amount, as the loan was availed jointly, as pleaded along with documentary evidence under section - 101 of Indian Evidence Act.

In the result, the suit is decreed by granting a decree for recovery of money of Rs.63,834/- jointly from the defendants and granted 13.80% interest p.a. recoverable from the defendants from the date of filing of this suit, to the date of decree and with 6% of interest p.a. recoverable from the defendants from the day next to the date of decree till the date of realization of the principal amount along with costs of the suit.

Dictated to the typist, directly typed by her and corrected by me and pronounced in the open Court, on this the 27th day of March, 2026.

District Munsif cum Judicial Magistrate,
Annur.

Plaintiff side Evidence:

1. P.W.1 Mrs. Avudaiyammal.

Plaintiff side Exhibits:

Ex. A1	22.04.2022	Loan application signed by the Defendants - Original
Ex. A2	22.04.2022	Sanction Memorandum - Original
Ex. A3	22.04.2022	Take Delivery Letter to DPN - Original
Ex. A4	09.01.2025	Legal notice sent by the plaintiff to the defendants – Office copy
Ex. A5	16.01.2025	Return Postal Cover of 1 st defendant - Original
Ex. A6	15.01.2025	Return Postal Cover of 2 nd defendant - Original
Ex. A7	01.01.2010 to 07.01.2025	Certificated copy of Account Statement - Computerized copy

Defendants side Evidence & Exhibits

District Munsif cum Judicial Magistrate,
Annur.

Draft/Fair Judgment

O.S.No.20/2025

Dated: 27.03.2026

DM cum JM, Annur.