

**IN THE COURT OF JUDGE, COMMERCIAL COURT (SENIOR CIVIL JUDGE
CADRE), COIMBATORE**

Present: Thiru. C.B. VEDAGIRI, B.Pharm., MS IT (AUS), LL.M, Judge,
Commercial Court, (Senior Civil Judge Cadre),
Coimbatore.

Dated this the 30th Day of March 2026, Monday

C.O.S. No. 256 of 2025
(CNR.No.TNCB23-000362-2025)

M/s. Canara Bank,
(Erstwhile Syndicate Bank),
Kurichi Branch,
Sundarapuram, Coimbatore.
Rep by its Manager

... Plaintiff

//Vs//

1. M/s. Aravind Engineering Works,
Rep by its Prop M. Aravind.
2. M. Aravind
Prop of M/s. Aravind Engineering Works.

... Defendants

This Original Suit came up before me for final hearing in the presence of Smt. D. Geetha, Advocate for the plaintiff bank and Thiru. C Vanjimuthu, Advocate for defendants. Upon hearing the counsel for the Plaintiff and Defendant perusing the materials available in the case records and having stood over this case for consideration till this date this court delivered the following...

JUDGMENT

The Suit has been filed by the Plaintiff Bank against the Defendants for the relief of recovery of sum of ***Rs.4,82,185/- (Round off)*** with subsequent interest at the rate of ***12.00%*** per annum from the date of suit till the date of realization with cost to the plaintiff.

1. The Plaintiff Averments which are found essential for the Disposal of the Suit is that:

The plaintiff is a bank, the 1st defendant is a proprietorship concern namely as “Aravind Engineering Works” represented by its proprietor as 2nd defendant and they are the manufacturer of Agri Machineries and engineering spares. They have approached the plaintiff for availing MSME Term Loan through with loan application along with Aadhaar and pan copy of the 2nd defendant and GST Registration Certificate of the 1st defendant along with particulars of the Asset and Liability on 21.08.2017. The plaintiff bank had sanctioned the said facility to the defendants for a sum of Rs.5,70,000/- under the ac no. 65669910000149. The defendants had executed the necessary loan documents in favour of the plaintiff bank on 01.09.2017. After availing the loan, the defendants have failed to make repayment to the tune of ***Rs.67,833.66*** on 04.11.2024 as per the statement of accounts. Again the defendants also availed the GECL Loan for Rs.80,000/- under ac no. 65669160000266 on 10.07.2020, subsequently the defendants had executed the necessary loan documents in favour of the plaintiff bank. After availing the above said loan facility, the defendants had defaulted payment and didn't pay the loan amount dues as agreed and

the defendants also liable to pay the outstanding amount of **Rs.28,858.25** as on 04.11.2024 as per the statement of accounts. It is contended that the defendants had availed another loan facility for a sum of Rs.4,00,000/- with interest at the rate of 8.5% per annum from the plaintiff bank. Since the business of the defendants was affected due to COVID, the defendants are unable to repay the loan due to the plaintiff bank and hence the said existing loan was restructured as per the application submitted by the defendants on 31.12.2020. After considering the above said documents, the loan was restructured by the plaintiff bank to the tune of Rs.3,96,804/- on 02.01.2021 and which was converted as Term Loan with repayment in 54 equated monthly instalment of Rs.9,510/- with agreed rate of interest subject to its variation from time to time under loan ac no. 65669450001162. After availing the said loan facility, they failed to repay the due amount to the tune of Rs.3,85,493.28 as on 04.11.2024 as per the statement of accounts. After availing the above said all loan facilities, the defendants reluctant to pay the due amounts as agreed and after several steps taken by the bank and moreover, the bank officials directly visited the defendant's residence and business places and as well as over phone calls, all the efforts for making repayment ended in vain. As per the statement of accounts the defendants are liable to pay the 1st Term Loan facility of **Rs.67,833.66**, GECL Loan facility of **Rs.28,858.25** and 2nd Term Loan facility of **Rs.3,85,493.28** thus was totally as **Rs.4,82,185/- (Round off) as on 04.11.2024**. Finally the plaintiff has initiated Pre Instituted Mediation in PIM No. 1207 of 2024 before the Coimbatore District Legal

Service Authority and it was disposed as Non Starter Report dated 21.01.2025. Hence the present suit for the recovery of the amount due and payable by the defendants.

2. The sum and the substance of the Defendants Written Statement averments which are found essential for the disposal of the suit is that:

The defendants have submits that the suit is false, frivolous, vexatious and unsustainable both in law and on fact of the case. Except those that are specifically admitted herein by the defendants, the plaintiff is put to strict proof if the averments and allegations put forth by them in the plaint pleadings. At the outset these defendants states that they approached the plaintiff bank and obtained loan and borrowing as borned out the bank statement. They were regular towards the every month instalment (EMI). This cannot be dined by the plaintiff. While the facts remain show because of business strange he could not receive the money from his clients at the proper intervals. It was only under such circumstances he was irregular towards the EMI, there is no dispute in this regard. Coupled with the said facts he has given the letter of undertaking that he will be regular towards the EMI, which also counts the veracity of the defendants. Any have the defendants are nothing more to show on merits, they are ready and willing to pay the future EMI's regularly without any default clause. This may take into consideration by this Hon'ble Court. Taking into consideration the inability of the defendants and hereby permitting them to pay the future EMI without any default clause. Hence mercy may be shown upon the

defendants and pass suitable orders thereby permitting the defendants to pay herein after the future EMI's and humbly prays to dismiss the suit.

3. The notice was issued to the defendants through court and post. The court summons to the defendants was being served and the postal summons to the 1st defendant was returned as "Addressee Left" and the postal summons to the 2nd defendant was being served. Upon receipt of summons, the defendant has entered appearance before the court proceedings through their counsel. Further the written statement along with statement of truth and the statement of admission and denial of documents were filed by defendants. Since the both parties have not come forward to settle the dispute, case management hearing was commenced. This court has framed the following issues,

4. **Issues are:-**

1. Whether the plaintiff bank is entitled to the suit claim amount as prayed for?
2. To what other relief?

5. After framing of issues, the schedule of trial was fixed by the court. List of witnesses and proof affidavit of list of witnesses were furnished by both sides. On the side of Plaintiff, the plaintiff's bank Manager was examined as PW1. Through PW1, the documents from Ex.A1 to Ex.A18 were marked. On the side of defendant, the 2nd defendant was examined as DW1 and no documents were marked through DW1. After the completion of the trial, statement of truth and written arguments were filed

on both sides. No oral arguments were heard and both side counsels prayed may be treat the written arguments as oral arguments and the suit was taken up for Judgment.

6. Issue No.1:

6.1. It is the case of the plaintiff bank that the present suit has been filed against the defendants claiming a sum of **Rs.67,833.66** towards Term Loan - 1 facility, a sum of **Rs.28,858.25** towards GECL Loan facility and a sum of **Rs.3,85,493.28** towards Term Loan – 2 facility thus was totalling to the tune of **Rs.4,82,185/- (Round off)** as on 04.11.2024 together with subsequent interest which sum is due payable for the above said Loan facilities availed by the defendants from the plaintiff bank on 01.09.2017, 10.07.2020 and 02.01.2021.

6.2. In this regard this court refers to the relevant provisions of The Commercial Courts Act, 2015 so as to ascertain whether the nature of the present dispute is of commercial nature as defined in the said Act and whether this court has jurisdiction to try this very suit.

6.3. This court refers to the provision under **Sec.2(c)(i) of the Commercial Courts Act, 2015** hereunder:

(c) "commercial dispute" means a dispute arising out of-

(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;

and that the first category referred, includes disputes of ordinary transactions of **merchants, bankers, financiers and traders** such as those relating to **mercantile documents** including enforcement and interpretation of such documents. The definition naturally will cover the dispute of all kinds of ordinary transactions of merchants, bankers, financiers and traders. The specified value thereof is more than Rs.3,00,000/-. So the facts pleaded before this court in the present plaint comes under the **commercial dispute**.

6.4. The next question which this court would like to answer is whether the dispute which is stated *supra* comes under the jurisdiction of commercial court. Thus, this court refers to **Sec.6 of Commercial Courts Act, 2015** which reads like this:

Jurisdiction of Commercial Court.

6. The Commercial Court shall have jurisdiction to try all suits and applications relating to a commercial dispute of a Specified Value arising out of the entire territory of the State over which it has been vested territorial jurisdiction.

Explanation.-For the purposes of this section, a commercial dispute shall be considered to arise out of the entire territory of the State over which a Commercial Court has been vested jurisdiction, if the suit or application relating to such commercial dispute has been instituted as per the provisions of sections 16 to 20 of the Code of Civil Procedure, 1908 (5 of 1908).

6.5. From the above provision it is very much clear that the commercial court shall have the jurisdiction to try all suits and applications relating to ***commercial dispute***. Now, the question is whether this court having the pecuniary jurisdiction to adjudicate the matter which is in dispute. Thus, this court drawn its attention on Sec.3 of Commercial Courts Act, 2015 which reads like this:

Section 3: Constitution of Commercial Courts.

3. (1) The State Government, may after consultation with the concerned High Court, by notification, constitute such number of Commercial Courts at District level, as it may deem necessary for the purpose of exercising the jurisdiction and powers conferred on those Courts under this Act:

2[Provided that with respect to the High Courts having ordinary original civil jurisdiction, the State Government may, after consultation with the concerned High Court, by notification, constitute Commercial Courts at the District Judge level:

Provided further that with respect to a territory over which the High Courts have ordinary original civil jurisdiction, the State Government may, by notification, specify such pecuniary value which shall not be less than three lakh rupees and not more than the pecuniary jurisdiction exercisable by the District Courts, as it may consider necessary.]

3[(1A) Notwithstanding anything contained in this Act, the State Government may, after consultation with the concerned High Court, by notification, specify such

pecuniary value which shall not be less than three lakh rupees or such higher value, for whole or part of the State, as it may consider necessary.]

6.6. The above provision is very much clear that by virtue of the notification specified the pecuniary value of this court which shall not be less than Rs.3,00,000/-. Admittedly, the plaintiff in the plaint itself has stated that the defendants have to pay a due sum of **Rs.4,82,185/- (Round off)** with interest and the plaintiff has filed the instant suit against the defendant on **05.06.2025** i.e., after the amendment of Commercial Courts Act, 2018.

6.7. Prior to the amendment, the pecuniary jurisdiction of the commercial court is of Rs.1 Crore and above, but by virtue of the amendment of Commercial Courts Act, the pecuniary jurisdiction of the commercial court shall not be less than Rs.3,00,000/-. So this court is having the pecuniary jurisdiction to adjudicate the matter which is in dispute by virtue of the provisions which are stated *supra*.

7. The learned plaintiff counsel has contended that the 1st Defendant M/s. Aravind Engineering Works is the Proprietorship firm and that the 2nd defendant M. Aravind is the Sole Proprietor of the 1st defendant firm involved in manufacturing Agri Machineries and Engineering Spare. The defendants had approached the plaintiff bank for availing MSME loan (Term Loan) with loan application along with Aadhaar and Pan Copy of the 2nd defendant and GST Registration Certificate of the 1st Defendant along with Particulars of the Asset and Liability vide Ex.A1 and Ex.A2

dated 21.08.2017 respectively. Consequently the plaintiff bank had sanctioned the above said facility to the defendants for a sum of Rs.5,70,000/- under Loan A/c No.65669910000149 vide Letter of Sanction in Ex.A3 dated 01.09.2017.

A portion of DW1 cross-examination in this regard:

“வாதி வங்கியிடம் உங்கள் நிறுவனத்திற்கு வேண்டி வணிக கடன் வாங்கியிருந்தீர்கள் என்று சொன்னால் சரிதான். வா.சா.1, 2, 4 முதல் வா.சா.13 வரையுள்ள ஆவணங்களில் உள்ள கையொப்பம் உங்களுடையது என்று சொன்னால் சரிதான்.”

8. The plaintiff counsel urged that the that the defendants had executed a composite hypothecation agreement vide Ex.A4 dated 01.09.2017 thereby hypothecating goods, stocks, machineries, furniture and that the defendants had failed to make repayment to the tune of **Rs.67,833.66** in Term Loan Account number A/c No. 65669910000149 as per the Statement of Accounts vide Ex.A15 dated 04.11.2024.

9. It is also the contention of the plaintiff counsel that that the defendants have also availed GECL Loan facility (Guaranteed Emergency Credit Line) from the plaintiff bank for a sum of Rs.80,000/- on 10.07.2020 in Loan A/c. No. 65669160000266 and consequently they had executed all the necessary documents in favour of the plaintiff bank on 10.07.2020 vide Pronote in Ex.A5,

Guarantee Covering Letter in Ex.A6, Letter of Under Taking in Ex.A7, Agreement Cum Deed of Hypothecation in Ex.A8 and Annexure –II in Ex.A9.

10. The plaintiff counsel has contended that after availing the loan facilities, the defendants defaulted payment and did not pay the loan amount dues as agreed and there exist an outstanding amount is **Rs.28,858.25** as on 04.11.2024 with future interest in Loan Account No. 65669160000266 vide Statement of Accounts in Ex.A16.

11. The plaintiff counsel also urged that the defendants had availed a loan amount of Rs.4,00,000/- with a rate of 8.5% interest in Loan Agreement No.140/82. Since the business was affected due to COVID, the defendants were unable to repay the loan due to the Plaintiff bank. The said existing loans was restructured as per the application submitted by the defendants vide Application for Restructuring in Ex.A10 dated 31.12.2020 and thereby executed a draft letter of undertaking from borrower for restructuring of loan vide Ex.A11 dated 31.12.2020, debt restructuring agreement vide Ex.A12 dated 31.12.2020 and debtor creditor agreement vide Ex.A13 dated 31.12.2020 in favour of the plaintiff bank. Therefore the above said loan was restructured by the plaintiff bank to the defendants to the tune of Rs.3,96,804/- in the Loan A/c No.65669450001162 vide sanction letter in Ex.A14 dated 02.01.2021. It was also contended that the said loan amount of Rs.3,96,804/- was converted as term loan with repayment in 54

equated monthly instalment of Rs.9,510/- with inclusive of interest charged to the account with agreed rate of interest subject to its variation from time to time.

12. The plaintiff counsel has also urged that after availing the loan facilities the defendants have failed to repay the due to the tune of Rs.3,85,493.28 in the Loan A/c No.65669450001162 as per the Statement of Accounts vide Ex.A17 dated 04.11.2024.

13. The plaintiff counsel contended that that the defendants have failed to repay the said loan amounts due as agreed. As per the statement of accounts the defendants have to pay a sum of Rs.28,858.25 for GECL Loan facility under Ac. No.65669160000266 and Rs.67,833.66 for Term Loan – 1 under Ac. No.65669910000149 and Rs.3,85,493.28 for Term Loan – 2 facility under Ac. No.65669450001162 thus was totalling to **Rs.4,82,185/- (Round off)** vide Account Statements in Ex.A15 to Ex.A17.

14. The learned counsel for the Plaintiff further urged that as per the rules and regulations of the **Commercial Courts Act**, the plaintiff have instituted a **Pre-Mediation Application** before the District Legal Services Authority, Coimbatore and the same was numbered as **PIM No.1207/2024** and the same did not borne fruit and has ended in a Non – Starter vide Report in Ex.A18 dated 21.01.2025 and the report was received by the plaintiff vide D.No.566/2025 dated 20.02.2025.

15. It was urged by the plaintiff counsel that all the 3 accounts were declared as Non-performing Asset by the plaintiff bank on **31.03.2023** and the defendants have lastly

made payment towards the loan accounts on **28.02.2023** in A/c.No.65669910000149, A/c No.65669160000266 and A/c.No.65669450001162 vide Account Statements in Ex.A15 to Ex.A17. The present suit being instituted on **05.06.2025** and e-filed on **28.04.2025** is well within the period of limitation.

16. The plaintiff counsel finally contended that after availing loan, the defendants were reluctant to pay the due amount as agreed. The bank officials has directly visited the defendant's residence and business place and as well as informed about the outstanding over phone calls, but all the efforts for making repayment ended in vain. Since the 2nd defendant being the sole proprietor of 1st defendant, is jointly and severally liable to pay the loan amount due of **Rs.4,82,185/- (Round off)** with subsequent interest along with compounded monthly rests which is exclusive of penal interest at the rate of 2% per annum as per the terms of the contract.

17. **Per contra**, the suit is false, frivolous, vexatious and unsustainable both in law and on fact of the case. The 2nd defendant has filed a reply denying the plaintiff's claim and the 2nd defendant has examined himself as DW1 and had let in evidence.

18. The defendant counsel urged that the present suit is filed by the plaintiff bank against the defendants for the recovery of outstanding loan amount for a sum of Rs.4,82,185/- along with interest at the rate of 12% per annum from the date of suit and with costs.

19. The defendant counsel urged that the plaintiff has admitted that the 1st defendant is a company that manufactures agricultural equipment and that the very loan is an unsecured loan.

A portion of PW1 cross - examination in this regard:

“பிரதிவாதி நிறுவனம் விவசாயம் செய்வதற்கு தேவையான உபகரணங்களை தயாரிக்கும் நிறுவனம் என்பதை தெரிந்து தான் தாவா கடன் அளிக்கப்பட்டது என்று சொன்னால் சரிதான். பிரதிவாதி நிறுவனம் விவசாயத்தின் கால நிலை மற்றும் சூழ்நிலைக்கு தேவையான உபகரணங்களை தயாரிக்கும் நிறுவனம் என்றால் சரிதான்.”

20. The defendant counsel has contended that the plaintiff has negligently and intentionally omitted to insure the claim amount and those they are responsible for the negligence of the plaintiff company.

A portion of PW1 cross - examination in this regard:

“மேற்படி உபகரணங்களுக்கு பிரதிவாதி நிறுவனம் காப்புரிமை ஏதேனும் வாங்கி உள்ளார்களா என்றால் இல்லை. தாவா கடன் தொகைக்கு இன்சூரன்ஸ் செய்யப்பட்டுள்ளதா என்றால் சரியல்ல. பிரதிவாதி தொழில் பாதிக்கப்பட்ட காரணத்தினாலும், கடன் தொகையை வாதி வங்கி இன்சூரன்ஸ் செய்ய தவறிவிட்டதாலும் தாவா கடன் தொகைக்கு பிரதிவாதி பொறுப்பல்ல என்று சொன்னால் சரியல்ல.”

21. It is also contended that the plaintiff also admitted during cross-examination that the defendants were unable to collect money from his customers due to the impact of the COVID – 19 pandemic and that the defendants was unable to pay the outstanding amount due to the natural disaster and Act of God.

A portion of PW1 cross - examination in this regard:

“பிரதிவாதி தொழில் பாதிக்கப்பட்ட காரணத்தினாலும், கடன் தொகையை வாதி வங்கி இன்சுரன்ஸ் செய்ய தவறிவிட்டதாலும் தாவா கடன் தொகைக்கு பிரதிவாதி பொறுப்பல்ல என்று சொன்னால் சரியல்ல. பிரதிவாதிக்கு சரியான மழை இல்லாத காரணத்தினாலும், நிரந்தர வருமானம் இல்லாத காரணத்தினாலும் நஷ்டம் ஏற்பட்டுவிட்டது என்றால் இருக்கலாம். பிரதிவாதி கடன் வாங்கிய சமயத்தில் இருந்து கொரோனா தொற்று காலம் வரை சரியாக தவணை தொகையை செலுத்தி வந்தார் என்று சொன்னால் சரிதான். கொரோனா பாதிப்பால் பிரதிவாதி அவருடைய வாடிக்கையாளரிடமிருந்து பணம் வசூல் செய்ய முடியாமல் போனது, இயற்கை உபாதையாலும் பிரதிவாதி தாவா கடன் தவணையை செலுத்த முடியாமல் போனது என்றால் இருக்கலாம்.”

22. The defendant counsel contended that the plaintiff has also specifically admitted that the defendant does not have any movable property or other financial resources.

A portion of PW1 cross examination is culled out below:

“கடன் வழங்கப்பட்டது அவருடைய எதிர்கால தொழில் வளர்ச்சி அடிப்படையில் ஆகும். கடன் தொகையை கட்ட தவறியது பிரதிவாதியின் தனிப்பட்ட காரணம் மட்டும் இல்லை என்று சொன்னால் சரியல்ல. பிரதிவாதியிடம் அசையும் சொத்து இதர பண வசதிகளோ இருக்கவில்லை என்று சொன்னால் சரிதான்.”

23. The defendant counsel further contended that the defendant was regular in his payments and due to COVID 19 pandemic he has faced financial and business constraints and was not able to run his business (Agri equipments and paper plates) and that he is willing to repay the outstanding in installment basis if the plaintiff bank provides time.

A portion of DW1 cross examination in this regard:

“விவசாயப் பொருட்கள் உற்பத்தி அல்லாது நீங்கள் பேப்பர்தட்டு மற்றும் விவசாய உதிரி பாகங்கள் விற்பனை செய்து வந்தீர்கள் என்று சொன்னால் சரிதான், விவசாயத்தில் நிரந்தர வருமானம் இல்லாத காரணத்தினால் அதை செய்து வந்தேன். பிரமாண வாக்குமூலத்தில் நீங்கள் தாவா கடனை செலுத்த ஒப்புக்கொள்வதாகவும் கால அவகாசம் கோரியுள்ளீர்கள் என்று சொன்னால் சரிதான், என்னுடைய பேப்பர்தட்டு தொழில் முற்றிலுமாக தடை செய்யப்பட்டுவிட்டது அதில் செய்திருந்த முதலீடு முடங்கி போய்விட்டது. வாதி வங்கி உங்களுக்கு பேப்பர்தட்டு செய்யும் பொருட்டு கடன் அளிக்கவில்லை

என்று சொன்னால் சரியல்ல, பேப்ரிகேசன் மற்றும் பேப்பர்தட்டு தொழிலுக்கு சேர்த்துதான் கடன் வழங்கப்பட்டது.”

24. This court finds force in the argument advanced by the plaintiff counsel that the defendants has admitted the loan transaction and having signed and executed the documents in favour of the plaintiff bank and having availed the loan facility, are liable for the suit claim relief.

25. In this regard, this court finds it useful to refer to the celebrated decision of the **Hon’ble Supreme Court in Central Bank of India Vs Ravindra and Ors 2002 1 SCC 367** wherein it was held that:

“(3) The prevalence of banking practice legitimatises stipulations as to interest on periodical rests and their capitalisation being incorporated in contracts. Such stipulations incorporated in contracts voluntarily entered into and binding on the parties shall govern the substantive rights and obligations of the parties as to recovery and payment of interest.”

26. This court thought it fit to refer to the decision of the **Hon’ble Supreme Court in Indian Bank vs Blue Jaggers Estate Ltd. And Ors 2010 8 SCC 129** wherein it was held that:

“16. The argument of the learned counsel for the respondents that the rate of interest is unconscionable, expropriatory and contrary to law also merits rejection because at no stage the respondents had questioned the terms on which loan and other financial

*facilities were extended by the appellant. That apart, after having enjoyed those facilities for more than one decade, the respondents cannot turn around and raise an argument based on the judgments of this Court in **Central Inland Water Transport Corporation v. Brojo Nath Ganguly (1986) 3 SCC 156** and **Delhi Transport Corporation v. D.T.C. Mazdoor Congress and others 1991 Supp. (1) SCC 600**. It must be remembered that the respondents were not in a position of disadvantage vis-à-vis the appellant. If they so wanted, the respondents could have declined to avail loan and other financial facilities made available by the appellant. However, the fact of the matter is that they had signed the agreement with open eyes and agreed to abide by the terms on which the loan, etc. was offered by the appellant. Therefore, the doctrine of unconscionable contract cannot be invoked for frustrating the action initiated by the appellant for recovery of its dues.*

17. The Court cannot lose sight of the fact that the bank is a trustee of public funds. It cannot compromise the public interest for benefitting private individuals. Those who take loan and avail financial facilities from the bank are duty bound to repay the amount strictly in accordance with the terms of the contract. Any lapse in such matters has to be viewed seriously and the bank is not only entitled but duty bound to recover the amount by adopting all legally permissible methods.”

27. It is from the records that all the 3 accounts were declared as Non-performing Asset by the plaintiff bank on **31.03.2023** and the defendants have lastly made payment towards the loan accounts on 28.02.2023 in A/c.No.65669910000149, A/c

No.65669160000266 and A/c.No.65669450001162 vides Account Statements in Ex.A15 to Ex.A17. The present suit is instituted on **05.06.2025** and e-filed on **28.04.2025**. Hence the court is of considered view stand that the present suit is filed well within the period of limitation.

28. Having availed the loan from the plaintiff bank, having executed the documents in favour of the plaintiff bank for the Term Loan facility - 1, GECL facility and Term Loan - 2 facility vide Ex.A1 to Ex.A14, Loan repayments having been reflected in the account statements vide Ex.A15 to Ex.A17, having admitted the loan transaction and having admitted that he is ready to pay the outstanding in installments, this court finds that the defendants are liable for the suit relief amount as claimed by the plaintiff bank.

29. In the light of the narrative, decisions deliberated, discussion and dispositive reasoning and the thus far, this courts comes to the conclusion that the plaintiff bank's claim is legitimate and that the defendants are liable and bound to repay a sum of **Rs.67,833.66** towards Term Loan – 1 facility, a sum of **Rs.28,858.25** towards GECL Loan facility and a sum of **Rs.3,85,493.28** towards Term Loan – 2 facility thus was totally as **Rs.4,82,185/- (Round off)** together with interest towards the loan facilities availed by the defendants. Thus this issue is answered in favor of the plaintiff bank and is against the defendants.

30. **Issue No.2:**

In view of the findings and discussions deliberated *supra*, this issue is answered to the effect that the parties are not entitled other reliefs.

In the result, the Suit is decreed that the plaintiff is entitled for the relief of recovery of suit sum of Rs.4,82,185/- (Round off) (Rupees Four Lakhs Eighty Two Thousand One Hundred and Eighty Five Only) out of which, the plaintiff is entitled for the relief of recovery of sum of Rs.67,833.66 with future interest at the rate of 11.25% per annum towards Term Loan - 1 Facility, a sum of Rs.28,858.25 with future interest at the rate of 9.25% per annum towards GECL Loan facility and sum of Rs.3,85,493.28 with future interest at the rate of 11.90% per annum towards Term Loan – 2 facility from the date of suit till the date of decree and thereafter at the rate of 6% per annum till the date of realization and with cost from the defendants.

Typed directly into the Computer corrected by Typist, printed out and pronounced by me in the open court on this, 30th Day of March, 2026

Judge
Commercial Court
(Senior Civil Judge Cadre)
Coimbatore

I. List of Plaintiff side Witness:

1. PW1 – LEO TERANS T (Branch Manager, Plaintiff Bank)

II. List of Plaintiff side Exhibits:

1	Ex.A1	21.08.2017	Loan Application (MSME) submitted by the defendant	Original
2	Ex.A2	21.08.2017	Particulars of the Asset and Liability	Original
3	Ex.A3	01.09.2017	Letter of Sanction	Original
4	Ex.A4	01.09.2017	Composite Hypothecation Agreement	Original
5	Ex.A5	10.07.2020	Pro – Note	Original
6	Ex.A6	10.07.2020	Guarantee Covering Letter	Original
7	Ex.A7	10.07.2020	Letter of Undertaking	Original
8	Ex.A8	10.07.2020	Agreement cum Deed of Hypothecation	Original
9	Ex.A9	--	Annexure – II	Original
10	Ex.A10	31.12.2020	Application for Restructuring – Appendix – 1	Original
11	Ex.A11	31.12.2020	Appendix – 6 (Draft Letter of undertaking from guarantor for restructuring of loan)	Original
12	Ex.A12	31.12.2020	Appendix – 6A (Debt Restructuring Agreement)	Original
13	Ex.A13	31.12.2020	Appendix – 7 (Debtor Creditor Agreement)	Original
14	Ex.A14	02.01.2021	Sanction Letter	Original
15	Ex.A15	04.11.2024	Statement of Account for Ac No. 65669910000149	Original
16	Ex.A16	04.11.2024	Statement of Account for Ac No. 65669160000266	Original

- 17 Ex.A17 04.11.2024 *Statement of Account for Ac No. Original*
65669450001162
- 18 Ex.A18 21.01.2025 *Pre – Mediation Court – Non Starter Original*
Report D. No. 566/2025 dt.20.02.2025

III. List of Defendants side Witnesses:

1. DW1 – ARAVIND M (Proprietor, Defendant Company)

IV. List of Defendants side Exhibits:

- Nil -

Judge
Commercial Court
(Senior Civil Judge Cadre)
Coimbatore

Fair / Draft Judgment
C.O.S.256 of 2025
Date: 30.03.2026

SCJ, CBE