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

PRESENT: THIRU. B. THANGAMANIGANESH, M.L.M, B.L., Judge,
Commercial Court, (Senior Civil Judge Cadre)
Coimbatore

Dated this the 31st Day of July 2026, Friday.
C.O.S. No. 453 of 2024
(CNR.No.TNCB23-001271-2024)

Indian Bank
Kovaipudur Branch
Coimbatore
Represented by Branch Manager

... Plaintiff

//Vs//

1. M/s GDS Associates (a Partnership Firm)
represented by its partner G.Dhamodaran
2. G.Dhamodaran
3. M.Swarnalakshmi

... Defendants

This Original Suit came up before me for final hearing on 20.07.2026 in the presence of Thiru R.Ananda Ram Kumar, Advocate for the plaintiff bank and Thiru. R.Jayakumar, Advocate for the defendants. Upon hearing the counsel for the Plaintiff and Defendants 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 Defendant for the relief of recovery of sum of ***Rs.13,34,022/-*** as on 17.06.2024 under an account number 6565249723 with monthly rests along with subsequent interest at the contractual rate of ***12.45%*** per annum together with penal interest at the rate of ***2.00%*** per annum from the date of suit till the date of realization along with further interest at the rate of 14.45% for with monthly rests upto the date of the receipt of payment in full and with cost to the Plaintiff.

1. The brief averments of the plaint as follows:

The plaintiff is a bank and the defendants are the borrower of the loan facility. The defendants are the partners of GDS Associates. The Defendants have approached the plaintiff bank for seeking Credit facility for purchase of Furnitures and other related materials through loan applicated dated 14.09.2017. Upon the request of the defendants, the plaintiff bank have been santioned the Mudra Scheme Term Loan for a sum of Rs.7,00,000/- under the loan account number 6565249723 with interest at the rate of 10.50% per annum on 18.09.2017 vide Sanction Ticket. The defendants availed the loan and executed Demand promissory note dated 18.09.2017 and along with other necessary documents. After availing the loan amount the defendants was irregular in repayment of the said loan. The defendants committed default in repayment of the monthly installments even after repeated reminders. The total loan due as agreed and a sum of ***Rs.13,34,022/- as on 17.06.2024*** stands payable by the defendant as per the accounts maintained by the plaintiff bank in the ordinary and regular course of its business. In-spite of repeated demand the defendants failed to repay the loan dues. Hence, this suit. Statement of Truth was filed by the plaintiff.

2. The notice was issued to the defendants through court and post. The court summons and postal summons to the defendants were being served. Upon receipt of summons, the defendants have entered appearance before the court proceedings through their counsel. Further the defendants have filed their written statement and Statement of Truth along with statement of admission and denial of documents.

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

The suit is false and not maitainable. The defendant partly admits the contents of the plaint regarding the loan. The defendant bank manager approached the defendnat and canvassed them to take loan. Hence, the defendants consented for the same. The laon application was filled by the bank manager and not properly explained to the defendant. The signature of the defendant obtained in hurry manner. The defendant signed the unfilled promissory note before the branch manager. The interest calculated in the suit is not correct. The uncompleted and unread agreement was hurrily signed by the defendant in the presence of bank officers. The defendant promptly paid monthly instalments of the loan regularly without default until 2019. However due to COVID 19 the business of the defendant affected and hence the defendant could not make payment. The legal notice was not served to the defendant. The second defendant was admitted in hospital and undervent surgery and because of that the company was closed. Before the mediation, the bank manager consented for settlement(OTS) and on 27.11.2023 first instalment of Rs.50,000/- was paid by the defendant. But suppressing those facts, the plaintiff has filed this frivolous suit. Hence, the suit has to be dismissed.

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. Whether the alleged documents were executed by the defendants as claimed by plaintiff?
3. To what other relief?

5. After framing of issues, the court has fixed the schedule for trial. The list of witnesses and proof affidavit of list of witnesses were furnished by both sides. On the side of Plaintiff, the plaintiff's Bank present Manager was examined as PW1 and Ex.A1 to Ex.A19 were marked through PW1. On the side of defendant, The 2^{nd} defendant was examined as DW1 and Ex.B1 to Ex.B5 were marked through DW1. After the completion of the trial, written arguments were filed by both sides. Heard Oral arguments of both sides.

6. For the sake of convenient, In the interest of justice this court inclining to decide the issue No.2 as first

Issue No.2

7. The learned counsel for the plaintiff would submit that the plaintiff bank sanctioned an amount of Rs.7,00,000/- to the defendants on 14.09.2017. The defendants executed all necessary documents in favour of the plaintiff. The defendants have not repaid the loan amount as agreed. Hence, the suit filed. The plaintiff has proved his case by way of oral and documentary evidence. The stand taken by the defendant that the plaintiff bank manager obtained signature in blank papers, Pro-note are not correct. The documents were properly filled up and the defendant signed the same with full knowledge. As decided by the Hon'ble High court has held that whenever a person of full knowledge and age put his signature in a legal document he is bound to the document. Hence, the defence taken by the defendant is not correct and the medical records will not help to the defendant. The bank statement is correct one and hence the defendants have to pay the suit amount to the plaintiff. Hence, the learned counsel pray for a decree infavour of the plaintiff.

8. Per contra the learned counsel for the defendant would submit the plaintiff branch manager forced the defendants to get loan. Due to the financial crisis the defendants could not repay the amount. Relaying strictly on the official promises and assurance the defendant arranged and deposited Rs.50,000/- into the bank on 27.11.2023. The Bank chalan is marked as document. The branch manager assured to settle the loan under OTS Settlement. But, the plaintiff failed to produce such documents before this court and playing fraud. The loan documents filed by the plaintiff has not been explained to the defendants. The plaintiff obtained signature of the defendant in the unfilled pro-note. Hence, the documents are inadmissible in evidence. The 2nd defendant admitted in hospital and underwent surgery. For that, medical records filed as document. The interest calculated by the plaintiff is not correct and hence the suit has to be dismissed.

9. Heard both side arguments. Records perused. According to the case of the plaintiff, the defendants have approached the plaintiff bank for seeking Credit facility for purchase of Furnitures and other related materials through loan applicated dated 14.09.2017 is marked as ***Ex.A1.*** The Said loan application along with the attested copy of partnership deed, the Registration Certificate with commercial taxes department, Certificate under Value Added Tax and G.S.T. were marked as ***Ex.A2 to Ex.A5*** respectively. In all the above documents both the defendants signed along with their partnership firm seal. The plaintiff bank have been sanctioned the Mudra Scheme Term Loan for a sum of Rs.7,00,000/- under the loan account number 6565249723 with interest at the rate of 10.50% per annum vide Sanction Ticket dated 18.09.2017 is marked as ***Ex.A6*** and the defendant agreed to repay the loan amount in 60 equal monthly installments of Rs.16,300/- each and the first of such installment commencing from November 2017. Further the defendants have executed Demand Promissory Note in favour of the plaintiff bank dated 18.09.2017 is marked as ***Ex.A7***. Further the defendants have executed necessary loan documents infavour of the plaintiff bank. The Original disposal of Proceeds letter executed by the defendant is marked as ***Ex.A8.*** The Original Partnership Letter of the defendants is marked as ***Ex.A9.*** The Original Medium Term Loan Agreement and Agreement of Hypothecation of movables executed by the defendant was marked as ***Ex.A10 & Ex.A11*** respectively and also the defendant agreed to pay the penal interest at the rate of 2.00% per annum in case of default in repayment of the loan amount. The Original Acknowledgement of Debt cum Security is marked as ***Ex.A12.***

10. According to the case of the defendant, that the plaintiff branch manager obtained signature in unfilled documents. The 2nd defendant examined as DW1. During his cross examination he has admitted that

நான் BBA படித்து பாதியில் நிறுத்திவிட்டேன். பிரதிவாதி நிறுவனத்தை 2013 ல் நான் தொடங்கினேன். பிரதிவாதி நிறுவனத்தின் நானும் என் மனைவியும் பங்குதாரர் என்றால் சரிதான்.

11. Hence from the Oral evidence of the DW1, it is proved that D2 and D3 are the partners of the 1st defendant partnership firm and they started the same in 2013. Further the 2nd defendant is a well educated man. Further, in the Chief examination para 3 of DW1 he has stated that

கடன் பற்றிய விவரங்களையோ அதன் சட்டத்திட்டங்களையோ விதிமுறைகள் மற்றும் நிபந்தனைகளையோ எதனையும் எங்களுக்கு விளக்கி சொல்லாமல் அவசரகதியில் **அனைத்து ஆவணங்களையும் பூர்த்தி செய்து எங்களது கையொப்பத்தினையும் பெற்றார்.**

12. Hence, the defendant has admitted that the defendants only signed in the filled documents. It is the only contention that they signed the document in the hurry manner. Signing a document in hurry manner will not make any invalidity to the document. Since, the defendants are educated persons and they are running a partnership firm and also doing construction and marketing business, the plea taken by them that the contents of the document were not explained to them is not convincing and not believable one. At this juncture this court like to draw the attention of the decision of the Honourble High court of Madras,

The Honourable High court of Madras has held in Gopi vs H.David on 7 January, 2011

In Para 29. "Further, as held in the judgment reported in 1989 (II) MLJ 398, when a person of full age signs a document, he cannot be heard to say that he was not permitted to read the document and he was not aware of the contents of the document. It has been held therein as follows:-

"The general rule of law is that a party of full age and understanding is normally bound by his signature to a document whether he reads it or understands it or not. Equity does not save people from the consequences of their own fully but will save them from being victimised by other people. ... .

Whenever a person of full age and understanding puts his signature to a legal document without taking the trouble of reading it or without asking the document to be read and explained to him but signs it relying on the word of another as to its character, contract or effect, he cannot be heard to say that it is not his document."

13. In the above decision the Honourable High court has held that if a person of full age and understanding puts his signature to a legal document without taking the trouble of reading it or without asking the documents to be read and explained to him, he cannot be permitted to say that he is not bound to that document. In this present case, the defendants are well educated and they are running business for several years and in such situation, this court feels that they will never put any signature in a legal document without knowing the contents. Further during the time of cross examination the DW1 has admitted that they signed in the filled documents.

14. Further in the written statement the defendant has stated the signature was obtained in blank promissory notes. With regard to the same, this court like to rely upon the following judgment.

The Honourable High court of Madras has held that in **K. Mani vs Elumalai on 17 April, 2002 reported in (2003) 2 MLJ Page: 190**

"In our case also, the defendant having admitted the signature in the suit promissory notes would state that the rest of the contents in the suit promissory notes were filled up subsequently by the plaintiff in his absence. To such a contention, section 20 of the Negotiable Instruments Act is the answer, which empowers the holder in due course to fill up the blanks and to negotiate the instrument. As such, the signatures of the defendant in the promissory notes is admitted and the burden shifts upon the defendant that there is a material alteration in the promissory notes and that he has not borrowed the amount shown in the suit promissory notes, which the defendant has not proved in this case. Drawing presumption available under section 118 and section 20 of The Negotiable Instruments Act, I hold that the plaintiff is a holder in due course of the promissory notes and the defendant is liable to pay the said amount."

15. The DW1 has admitted that they signed in the filled documents. Even if the plaintiff obtained signature in the unfilled promissory note, as decided by the Honourable High Court, the holder in due course of the promissory note is entitled to fill up the same as per section 20 of Negotiable Instruments Act. In this present case, the loan amount has been properly credited into the defendants bank account, in such situation this court decides that the loan disbursal process were properly carried out and the loan documents were validly executed by the defendants and the defendants are bound by the loan documents.

16. Hence, this issue is decided accordingly.

<u>Issue No:1.</u>

17. The plaintiff present bank manager examined as P.W.1. He reiterated the plaint averments in his chief examination. On the side of the plaintiff loan applicated dated 14.09.2017 is marked as Ex.A1. The Said loan application along with the attested copy of partnership deed, the Registration Certificate with commercial taxes department, Certificate under Value Added Tax and G.S.T. were marked as Ex.A2 to Ex.A5 respectively. In all the above documents both the defendants signed along with their partnership firm seal. The plaintiff bank sanctioned the Mudra Scheme Term Loan for a sum of Rs.7,00,000/- under the loan account number 6565249723 vide Sanction Ticket dated 18.09.2017 is marked as Ex.A6 and the defendant agreed to repay the loan amount in 60 equal monthly installments of Rs.16,300/- each and the first of such installment commencing from November 2017. Further the defendants have executed Demand Promissory Note in favour of the plaintiff bank dated 18.09.2017 is marked as *Ex.A7.* The Original disposal of Proceeds letter executed by the defendant is marked as Ex.A8. The Original Partnership Letter of the defendants is marked as Ex.A9. The Original Medium Term Loan Agreement and Agreement of Hypothecation of movables executed by the defendant was marked as Ex.A10 & Ex.A11 respectively. The Original Acknowledgment of Debt cum Security is marked as Ex.A12.

18. In the issue No:2, this court decides that the above said documents were executed by defendant with full knowledge and they bound by the documents. Further on perusal of the Ex.A17, the loan amount of Rs.7,00,000/- was disbursed to the defendants' account on 18-9-2017 and the defendants also utilized the loan account and the transactions in the loan account proved the same. Hence, from the documents and oral evidence it is proved that the defendants were obtained the suit loan from the plaintiff bank and they executed necessary documents infavour of the plaintiff and they also utilized the loan amount.

19. Further the DW1 has admitted in his cross examination that வங்கிக்கு கடைசியாக எப்போது தவணை செலுத்தினேன் என்றால் அது ஞாபகம் இல்லை. ஜனவரி மாதம் 2019 உடன் நான் தவணை செலுத்துவதை நிறுத்திவிட்டேன் என்றால் சரிதான்.

20. From the admission made by the DW1 it is proved that the defendant repaid the loan amount upto January 2019 and subsequently they stopped the repayment. The defendants have stated that due to Covid 19, their business faced huge loss and hence they could not make payment. Further the defendants have stated that the 2nd defendant admitted in hospital for surgery. The hospital records marked as Ex.B1 and B2. On perusal of the hospital records it shows that the 2nd defendant admitted in hospital only on 11-7-2023. Hence, the records are not relevant for the period of 2019.

21. Further the defendants have stated that at the time of pre-mediation held in this case, the bank manager accepted for one time settlement and based upon his request the defendant made first installment payment of Rs.50,000/- to the bank. The pre mediation notice marked as Ex.B3, the defendants' request letter dated 27-11-2023 is marked as Ex.B4 and the counter foil for the payment of Rs.50,000/- dated marked as Ex.B5. But the plaintiff has not admitted the above said settlement and also not admitted the part payment made by the defendant was first installment. Even in the Ex18 non starter report of the mediation, the settlement process has not been mentioned. The defendants have stated that they agreed for settlement on 27-11-2023 and the part payment was made on that day. But on the next hearing before mediation on 30-11-2023, the defendants have not appeared before mediation and hence the mediation process was closed. If really the parties agreed for one time settlement on 27-11-2023, they would have appeared on 30-11-2023 before mediation and the same would be recorded. The Ex.B4 is the letter of the defendant, in that document no sign of the manager and seal of the bank found place to prove the acknowledgment. Further in the Ex.B5 pay in slip the account number is mentioned as 6560695057. But the present loan account number is 6565249723. Hence, the account number is not tallied. Hence, for the foregoing reasons, this court decides that the defendant failed to prove that both parties were agreed for one time settlement and for that the payment of Rs.50,000/- made by the defendants.

22. Further, the plaintiff bank has issued legal notice to the defendants. The Office copy of the Legal notice and Acknowledgment cards of the defendant were marked as ***Ex.A13 to Ex.A16.*** But the defendants have stated that the notices have not been served to them. But the served acknowledgments shows the address is one and the same as mentioned by the defendant in the proof affidavit. Hence, this court decides that the notice were properly served.

23. It is the contention of the plaintiff bank that after availing the said loan amounts, the defendants have not paid the EMI of the said Loan and has not regularized their said account inspite of repeated demands made by the plaintiff bank and it is the case of the plaintiff bank that the defendant has to repay the loan amount for a sum of ***Rs.13,34,022/- as on 17.06.2024***. The D.W.1 also admitted that he stopped payment in January 2019. Further inorder to prove the balance the plaintiff has filed the true copy of the statment of accounts maintined by the plaintiff and marked as ***Ex.A17.***

24. The plaintiff further contended that the plaintiff approached the pre-institution mediation before the Coimbatore District Legal Service Authority in ***PIM No. 320/2023 on 13.07.2023***. But the defendants have not appeared before the mediation and hence non starter report issued by the mediation. The original Pre-mediation Institution non starter report marked as ***Ex.A18.***

25. According to section 2 (c) of the Commercial Courts Act, 2015, several categories were mentioned inorder to define the commercial dispute.

As per section 2(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;.....

26. The above said first definition will cover all kinds of disputes of ordinary transactions of merchants, bankers, financiers and traders. The banks are established under Banking Regulation Act for the purpose of business and commerce, naturally all transaction of bank about giving of loans, recovery of such amounts, deposits in banks etc., will fall within the category of commercial dispute. The specified value of the suit is more than Rs.3,00,000/-. So the facts pleaded before this court in the present plaint comes under the commercial dispute.

27. Now this court wants to decide whether the dispute which is stated by the plaintiff comes under the jurisdiction of commercial court. Now this court refers to Sec.6 of Commercial Courts Act, 2015.

Section: 6. 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).

28. A mere reading of the above said provision it is very much clear that the commercial court shall have the jurisdiction to try all suits and applications relating to commercial dispute.

29. The next point is to consider is whether this court having the pecuniary jurisdiction to adjudicate the matter which is in dispute. Inorder to arrive a conclusion, this court likes to draw its attention on Sec.3 of Commercial Courts Act, 2015.

Section 3: Constitution of Commercial Courts.

(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:

[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.]

(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.]

30. After the amendment of commercial Courts Act, 2018 the pecuniary jurisdiction of the commercial court shall not be less than Rs.3,00,000/-. Prior to the amendment, the pecuniary jurisdiction of the commercial court was Rs.1 Crore. The above provision and the amended Act is very much clear and by virtue of the notification specified the pecuniary value of this court which shall not be less than Rs.3,00,000/-.

31. The suit claim of the plaintiff is based on the Account Statement and the entries in the Account Statement as maintained by the plaintiff bank during the normal course of the business. As per the entries in the Account Statement vide ***Ex.A17*** it could be perceived that the Suit Amount for a sum of ***Rs.13,34,022/-*** is the outstanding amounts to be paid by the defendant to the Plaintiff Bank along with the interest as on ***17.06.2024.*** As per the Bankers Book of Evidence Act, the account statement maintained by the Bank in the normal course of business is primary evidence. Hence, the plaitiff proved the outstanding due from the defendants.

32. This court has carefully considered the plaint averments, deposition of the plaintiff, and the documents filed by the plaintiff. From the oral evidence and from the documetary evidence it is clear that the defendant has availed the loan from the plaintiff bank on ***18.09.2017.*** The suit is e-filed on ***20.06.2024*** and instituted on ***25.06.2024*** and it is also from the records that the defendants have executed Acknowledgment of debt cum security as on ***13.07.2020*** vide ***Ex.A12***

33. In the ordinary circumstances, the suit has to be filed on or before ***13.07.2023,*** but it is from the record that the present suit is e-filed on ***20.06.2024*** *and instituted on* ***25.06.2024.*** The COVID pandemic period limitation starts from 15.03.2020 to 28.02.2022. It is from the record that the loan availed by the defendants was before the pandemic period and that the defendants have executed the documents in favour of the plaintiff bank on ***18.09.2017*** and the loan amount being sanctioned on ***18.09.2017.***

34. In considering the cumulative operative effect of the decision of the Hon'ble Supreme Court In Re: Cognizance for extension of Limitation in Suo Moto WP (C) No.3 of 2020 dated 10.01.2022 as on 01.03.2022, availing the benefit of the above said order, this court finds that 1 year 11 months 13 days is the prescribed number of days which is yet run out as on 15.03.2020 is available to the plaintiff bank and thus for the present suit claim, the suit can be filed within **01.03.2025**. Since the suit has been e-filed on **20.06.2024** *and instituted on* **25.06.2024**, the court is of considered stand that the Suit is filed within the Limitation Period.

35. This court has considered the oral and documentary evidence. From the oral and documentary evidence, from the reasons as discussed above, it is proved that the defendant is liable to pay the suit claim with subsequent interest. Though the defendants cross examined the P.W.1, the oral evidence and documentary evidence of the plaintiff has not been disproved. The plaintiff has proved his case by way of oral and documentary evidence. Hence this court took a firm view that the plaintiff is entitled for recovery of the money as prayer for.

36. Hence, the issue No:1 is decided infavour of the plaintiff.

Issue No:3

37. Since, the main relief is granted to the plaintiff, the plaintiff is not entitled for any other relief.

38. Finally, the Suit is decreed that the plaintiff is entitled for relief of recovery of sum of ***Rs.13,34,022/- (Rupees Thirteen Lakhs Thirty Four Thousand and Twenty Two Only)*** with subsequent interest at the contractual rate of ***12.45%*** per annum and penal interest at the rate of ***2.00%*** per annum 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 costs from the defendants.

Dictated by me to the steno typist. Typed directly into the Computer by Steno Typist, corrected, printed out and pronounced by me in the open court, on this 31st Day of July, 2026

B THANGAMANIGANESH

Digitally signed by B THANGAMANIGANESH
Location: -
Date: 2026.07.31 18:06:31 +0530

Judge
Commercial Court
(Senior Civil Judge Cadre)
Coimbatore

I. List of Plaintiff side Witness:

1. PW1 – P.Prakash (Branch Manager, Plaintiff Bank)

II. List of Plaintiff side Exhibits:

1	*Ex.A1*	*14.09.2017*	*Loan application form*	*Original*
2	*Ex.A2*	*18.01.2013*	*Partnership deed*	*Attested copy*
3	*Ex.A3*	*28.03.2014*	*Form B Commercial Taxes department*	*Attested copy*
4	*Ex.A4*	*28.03.2014*	*VAT Commercial Taxes department*	*Attested copy*

5	*Ex.A5*	*26.06.2017*	*G.S.T Government of Tamilnadu Certificate*	*Attested copy*
6	*Ex.A6*	*18.09.2017*	*Sanction Ticket*	*Original*
7	*Ex.A7*	*18.09.2017*	*Promissory Note*	*Original*
8	*Ex.A8*	*18.09.2017*	*Disposal Proceeds Letter*	*Original*
9	*Ex.A9*	*18.09.2017*	*Partnership letter*	*Original*
10	*Ex.A10*	*18.09.2017*	*Medium Term Loan Agreement*	*Original*
11	*Ex.A11*	*18.09.2017*	*Agreement of hypothecation*	*Original*
12	*Ex.A12*	*13.07.2020*	*Acknowledgement of Liability*	*Original*
13	*Ex.A13*	*09.03.2023*	*Legal Notice*	*Office copy*
14	*Ex.A14*	*13.03.2023*	*Acknowledgement card*	*Original*
15	*Ex.A15*	*13.03.2023*	*Acknowledgement card*	*Original*
16	*Ex.A16*	*13.03.2023*	*Acknowledgement card*	*Original*
17	*Ex.A17*		*Statement of accounts*	*Original*
18	*Ex.A18*	*21.12.2023*	*Non Starter report*	*Original*
19	*Ex.A19*	*13.03.2023*	*Power of attomey of the bank manager*	*Copy*

III. List of Defendants side Witnesses:

1. PW1 – Damodaran (2nd defendant)

IV. List of Defendants side Exhibits:

1	*Ex.B1*	*14.07.2023 & 13.05.2024*	*Discharge summary of Hospital*	*Photo copy*
2	*Ex.B2*	*19.05.2024*	*Hospital Bill*	*Photo copy*

3	*Ex.B3*	*22.11.2023*	*Notice of District Legal Service Authority*	*Served copy*
4	*Ex.B4*	*27.11.2023*	*Letter issued to the bank by the defendant*	*Copy*
5	*Ex.B5*	*27.11.2023*	*Payment in slip Indian Bank Covaipudur*	*Original*

B THANGAMANIGANESH

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Location: -
Date: 2026.07.31 18:06:26 +0530

Judge,
Commercial Court,
(Senior Civil Judge Cadre),
Coimbatore.

Fair / Draft Judgment
C.O.S.453 of 2024
Date: 31.07.2026
SCJ, CBE