

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

PRESENT: THIRU.C.B.VEDAGIRI, B.PHARM, MS-IT (AUS), L.L.M, Judge
Commercial Court, (Senior Civil Judge Cadre)
Coimbatore

Dated this the 10th Day of March 2026, Tuesday

C.O.S. No.541 of 2024

(Old OS.No.1675/2022 on the file of Principal Subordinate Court, Coimbatore)

(CNR.No.TNCB23-001412-2024)

M/s. State Bank of India,
Retail Assets Centralized Processing Centre (RACPC),
Coimbatore.
Rep by its Chief Manager

...Plaintiff

//Vs//

R Nithyashree

...Defendant

This Original Suit came up before me for final hearing in the presence of Thiru R Nagarajan, Advocate for the Plaintiff Bank and the Defendant having remained *exparte* on **17.11.2025** and upon hearing the counsel for the plaintiff and 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.3,00,869/- (Round off)** with monthly rests along with subsequent interest at the rate of **8.20%** per annum from the date of suit till the date of realization with cost to the plaintiff.

Further the Plaintiff also has sought for the relief to sell the hypothecated movables and to adjust the sale proceeds towards the outstanding amount, in the absence of repayment by defendant.

1. The Plaintiff averments which are found essential for the Disposal of the suit is that:-

The Suit has been filed by the Plaintiff Bank against the Defendant. The defendant is a borrower/applicant of the Loan facility. The defendant had borrowed the loan from the plaintiff bank and defaulted in making repayment of loan. The Loan particular is as follows:

Sl.No.	Loan Name/Purpose	Loan Date	Loan Amount	Agreed Rate of Interest	Total Due Amount to the bank as on 06.10.2022
1	Car Loan facility (months)	25.07.2017	Rs.3,20,000/-	9.20%	Rs.3,00,869/-
				Totally	Rs.3,00,869/-

For the above loan, the defendant had executed necessary documents to the plaintiff bank after availing the loan amount the defendant has not come forward to repay the balance outstanding amount. Based on the documents and account statement,

the plaintiff bank has come up with the suit for the above mention relief against the defendant.

2. The notice was issued to the defendant through court. The court summons to the defendant was returned as “No Residence”. Once again the court directed for issuance of summons to the defendant through court and post wherein the court summons was being served to the defendant. Further private notice was issued to the defendant was returned as “Addressee Left without Instructions”. Thereafter also the court directed for issuance of summons to the defendant through court and post wherein the court summons was returned as “No Residence” and the postal summons was returned as “No such person in this Address” in the earlier proceedings in OS No.1675 of 2022 before Principal Subordinate Judge, Coimbatore. Subsequently the present suit was transferred to this court on 23.05.2024 as per proceedings of the Hon’ble Principal District Judge, Coimbatore. This court directed for issuance of summons to the defendant through court and post twice wherein the court summons to the defendant was returned as “No Residence” and “Absent Affixed” and the postal summons to the defendant was returned as “Addressee cannot be located” and “Addressee Left”. Further private notice to the defendant was returned as “Addressee Left”. Hence substituted service by paper publication was effected on 30.10.2025. Since the defendant has not turned up on **17.11.2025**, the defendant was set exparte on **17.11.2025**.

3. Point for determination:

Whether the plaintiff is entitled for recovery of suit amount as prayed for?

4. On the side of plaintiff, the Plaintiff’s Bank present manager was examined as PW1 and the documents from Ex.A1 to Ex.A7 were marked through PW1. Statement of truth was filed by the plaintiff through online. Oral argument was heard through **video conference** and the plaintiff didn’t file any written submission and the suit is taken up for Judgment in consideration of the available records.

5. Point:

The plaintiff is the bank. The plaintiff bank has filed the suit for recovery of money from the defendant. The defendant had approached the plaintiff bank for seeking the financial assistance for availing Car Loan facility vide Loan Application in Ex.A1 dated 20.07.2017. The plaintiff bank had sanctioned the Car Loan facility to the defendant for a sum of Rs.3,20,000/- with interest at the rate of 9.20% per annum at monthly rests on 25.07.2017 to purchase a brand new ALTO 800 LXI BSIV vehicle. The defendant had executed the necessary documents in favour of the plaintiff bank vide Ex.A2 to Ex.A4 dated 24.07.2017 and agreed to repay the loan amount in 60 equated monthly instalments of Rs.5,181/- each per month, thus the repayment commenced from 24th August 2017 as per records and also agreed to pay the penal interest at the rate of 2.00% per annum for the overdue amount and overdue period. It is the contention of the plaintiff counsel that inspite of repeated demand made by the plaintiff, the defendant failed to repay the instalments and also failed to discharge the amount, therefore the plaintiff bank has issued a legal notice to the defendant through their counsel vide Ex.A5 dated 24.03.2021 calling upon the defendant to settle the amount, the said notice was received vide acknowledgement card in Ex.A6 dated 27.03.2021, but all went in vain. It is the case of the plaintiff bank that the defendant has to repay the loan amount for sum of **Rs.3,00,869/- (Round off)** along with interest as on **06.10.2022** as per the computerized statement of accounts maintained by the plaintiff bank in the regular course of business. Since the defendant has not repaid the loan amounts as agreed, the present suit is instituted by the plaintiff bank for the recovery of outstanding loan amount based on the **Ex.A7** account statement.

6. 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 banks are established under Banking Regulation Act for the purpose of business and commerce, naturally all transaction of bank about giving of loans, recovery thereof, deposits in banks etc., should fall within the category of commercial dispute. 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.

7. 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).

8. 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.]

9. 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 bank in the plaint itself has stated that the defendant has to pay a due sum of **Rs.3,00,869/- (Round off)** with interest and the plaintiff has filed

the instant suit against the defendant on **10.10.2022** i.e., after the amendment of Commercial Courts Act, 2018.

10. 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*.

11. This court considered the plaint averments, Chief examination of the plaintiff, and the documents filed in support thereof. From the documents it is clear that the defendant has availed the loan facility from the plaintiff bank on **25.07.2017**. The suit is instituted on **10.10.2022**. Though the plaintiff has claims that the defendant has made the last payment towards the loan account on **30.10.2021** vide **Ex.A7 Account Statement**, it is from the records that the alleged Hypothecated Car has been sold through auction and thus the same was credited into the loan account on **29.09.2021** vide Account Statement in Ex.A7, this court is of the considered view that the suit is filed within the Limitation period. The 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. From the entries in the Account Statement vide **Ex.A7** it could be perceived that the Suit Amount of **Rs.3,00,869/- (Round off)** is the outstanding amount to be paid by the defendant to the Plaintiff Bank along with the interest as on **06.10.2022**. As per Section 4 of the Bankers Book of Evidence Act, the account statement maintained by the Bank in the normal course of business is primary evidence.

12. From the oral and documentary evidence of the plaintiff bank, it is proved that the defendant is liable to pay the suit claim with subsequent interest. Hence the plaintiff bank is entitled to succeed the claim. Since the defendant has been proceeded exparte in this matter, the oral as well as documentary evidence led by plaintiff remain unchallenged and uncontroverted. I find no ground to disbelieve the testimony of

plaintiff. Documentary evidences led by plaintiff deserve to be accepted on their face value. The undisputed pleading of the plaintiff and the evidence of the plaintiff would make this court believe the entire case of the plaintiff. Hence I hold that the plaintiff is entitled for recovery of the money as prayer for.

13. The Plaintiff has also claimed the relief to sell the movables of the defendant in the absence of repayment. To show that the hypothecated movables are available with the defendant at the time of filing of the suit, no other document except Hypothecation Agreement vide Ex.A2 was filed by the plaintiff and also not stated the same in the plaint. It is evident from **Ex.A7 Account Statement**, the alleged hypothecated car has been sold through auction and the same has been credited to the loan account of the defendant on **29.09.2021**. In view of the same, this court considers that the plaintiff is not entitled for the relief to sell the hypothecated movables in the absence of repayment by the defendant.

14. Accordingly, in view of the unchallenged and uncontroverted testimony of the plaintiff, this court is of considered stand that the plaintiff is entitled for the recovery of the Suit sum of **Rs.3,00,869/-** with future interest at the rate of **8.20%** 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 with monthly rests and with cost from the defendant.

In the result, the Suit is partly decreed that the plaintiff is entitled for relief of recovery of sum of Rs.3,00,869/- (Round off) (Rupees Three Lakhs Eight Hundred and Sixty Nine Only) with future interest at the rate of 8.20% 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 with monthly rests and with cost from the defendant and that the plaintiff is not entitled to sell hypothecated movables and to adjust the proceed towards the suit claim.

Typed directly into the Computer by Typist, corrected, printed out and pronounced by me in the open court on this, 10th Day of March, 2026

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

I. List of Plaintiff side Witness:

1. PW1 – RAJARAJESWARI S (Branch Manager, Plaintiff Bank)

II. List of Plaintiff side Exhibits:

1	Ex.A1	20.07.2017	Loan Application	Original
2	Ex.A2	24.07.2017	Loan cum Hypothecation Agreement	Original
3	Ex.A3	24.07.2017	Letter of Undertaking	Original
4	Ex.A4	24.07.2017	Annexure – I	Original
5	Ex.A5	24.03.2021	Legal Notice	Office Copy
6	Ex.A6	27.03.2021	Postal Acknowledgement	Original
7	Ex.A7	06.10.2022	Statement of Accounts	Original

III. List of Defendant side Witnesses:

-Nil-

IV. List of Defendant side Exhibits:

-Nil-

Judge
Commercial Court
(Senior Civil Judge Cadre)
Coimbatore

Fair / Draft Judgment
C.O.S.541/2024
Date: 10.03.2026
SCJ, CBE