

**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. 173 of 2025
(CNR.No.TNCB23-002277-2024)

State Bank of India,
SMECC,
Coimbatore.
Rep by its Chief Manager

... Plaintiff

//Vs//

Mrs. Hari Priya S
Proprietor of D D Enterprises

... Defendant

This Original Suit came up before me for final hearing in the presence of Thiru S Karuppuswamy, Advocate for the Plaintiff Bank and Defendant having remained *ex parte* on **29.01.2026** 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 and 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.11,46,245/-** (Round off) with monthly rests along with subsequent interest at the rate of **10.08%** per annum from the date of suit till the date of realization with cost.

1. The Plaint 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, who has borrowed the loans from the plaintiff bank and defaulted in making repayment of loan amounts. The loan particulars are;

| SI.No | Loan Name/Purpose | Loan Date | Loan Amount | Agreed Rate of Interest | Total Due Amount to the bank as on 04.06.2024 |
|-------|-------------------|------------|---------------|-------------------------|---|
| 1 | Cash Credit Loan | 17.12.2021 | Rs.1,50,000/- | 9.90% | Rs.1,62,881/- |
| 2 | Term Loan | 17.12.2021 | Rs.7,43,000/- | 9.90% | Rs.7,81,472/- |
| 3 | FITL Loan | 17.12.2021 | Rs.68,000/- | 9.90% | Rs.57,702/- |
| 4 | WCTL Loan | 17.12.2021 | Rs.1,41,000/- | 9.90% | Rs.1,44,190/- |
| | | | | Totally | Rs.11,46,245/- |

For the above loans, the defendant has 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 wherein the court summons to the defendant was being served. Upon receipt of summons, the defendant's husband has appeared before the court proceedings. Further the defendant didn't turn up to file vakalath and written statement along with statement of truth.

Since the defendant has not turned up on **29.01.2026**, the defendant was set **exparte** on **29.01.2026**.

3. Point for Determination:

Whether the Plaintiff is entitled for recovery of Suit amount as Prayed for?

4. On the side of the Plaintiff, the Plaintiff's Bank present Manager was examined as PW1 and the documents from Ex.A1 to Ex.A9 were marked through PW1. Statement of Truth was filed by the Plaintiff through online. Oral argument was heard and the plaintiff didn't file any written submission and in consideration of available records the suit is taken up for Judgment.

5. Point:

The Plaintiff is the bank. The Plaintiff has filed the suit for recovery of money from the defendant. The defendant had approached the plaintiff bank for availing loan facilities for his business purposes vide Loan Application in Ex.A2 dated 31.08.2020. The plaintiff bank had sanctioned 4 Loans to the defendant of which are, Cash Credit Loan for sum of Rs.1,50,000/- vide loan number 39776738219 with interest at the rate of 9.90% per annum with monthly rests, Term Loan for sum of Rs.7,43,000/- vide loan number 39776533095 with interest at the rate of 9.90% per annum with monthly rests, Funded Interest Term Loan (FITL) for sum of Rs.68,000/- vide loan number 40250767665 with interest at the rate of 9.90% per annum with monthly rests and Working Capital Term Loan (WCTL) for sum of Rs.1,41,000/- vide loan number 40252930767 with interest at the rate of 9.90% per annum with monthly rests vide Offer cum Acceptance Letter in Ex.A3 dated 17.12.2021. The Defendant has executed necessary documents to the plaintiff bank vide Ex.A4 and Ex.A5 dated 17.12.2021 respectively and agreed to repay the above said loan amounts within stipulated periods of time as per records. It is urged that the defendant didn't comply with the terms and conditions of the loan and the defendant didn't repay the installments as agreed upon, so the plaintiff bank has classified the mentioned loan

accounts as NPA on 09.12.2022 and therefore the plaintiff bank has sent a legal notice to the defendant vide Ex.A7 dated 21.01.2023 to claim the outstanding amount from the defendant, the said notice was returned vide returned postal cover in Ex.A8 dated 28.01.2023. It is the case of the plaintiff bank that the defendant has left to pay a sum of **Rs.1,62,881/-** (Round off) for Cash Credit Loan, **Rs.7,81,472/-** (Round off) for Term Loan, **Rs.57,702/-** (Round off) for FITL Loan and **Rs.1,44,190/-** (Round off) for WCTL Loan thus was totalling to the tune of **Rs.11,46,245/-** (Round off) along with interest as on 04.06.2024. It is from the records that the plaintiff bank has initiated pre-institution mediation before the Coimbatore District Legal Service Authority in PIM No, 232/2023 on 25.05.2023 and it was treated as Non – Starter vide Report in Ex.A9 dated 25.09.2023. Since the defendant has not repaid the loan amounts as agreed, thus the present suit is instituted by the plaintiff bank for the recovery of outstanding loan amounts based on the Ex.A6 account statements.

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.11,46,245/- (Round off)** with interest and the plaintiff has filed the instant suit against the defendant on **03.12.2024** 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 also the documents filed in support thereof. From the documents, it is clear that the defendant has availed the loans from the Plaintiff Bank on **17.12.2021**. Further

the plaintiff bank has classified the loan account as ***NPA on 09.12.2022***. The Suit is instituted on ***03.12.2024 and e-filed on 07.11.2024*** and it is also from the records that the defendant has availed the loan and executed the loan documents in favour of the plaintiff bank dated ***17.12.2021***. Hence the court is of considered view that the suit is filed within the Limitation Period. The Claim of the Plaintiff is based on the Account Statements 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 Statements, it could be perceived vide Ex.A6 that the Suit Amount of ***Rs.1,62,881/-*** (Round off) for Cash Credit Loan, the Suit Amount of ***Rs.7,81,472/-*** (Round off) for Term Loan, the Suit Amount of ***Rs.57,702/-*** (Round off) for FITL Loan and the Suit Amount of ***Rs.1,44,190/-*** (Round off) for WCTL Loan thus was totalling to the tune of ***Rs.11,46,245/- (Round off)*** is the outstanding Amount to be paid by the Defendant to the Plaintiff Bank along with interest as on 04.06.2024. As per Section 4 of the Bankers Book of Evidence Act the Account Statements maintained by the Bank in the normal course of business is primary evidence.

12. Hence 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 and hence 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 plaint 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. 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.1,62,881/-*** (Round off for Cash Credit Loan, ***Rs.7,81,472/-*** (Round off) for Term Loan, ***Rs.57,702/-*** (Round off) for FITL Loan and ***Rs.1,44,190/-*** (Round

off) for WCTL Loan thus was totalling to the tune **Rs.11,46,245/-** (Round off) together with future interest at the rate of **10.08%** per annum from the date of the suit till the date of decree and thereafter at the rate of **6.00%** per annum till the date of realization with monthly rests and with cost from the defendant.

In the result, the Suit is decreed that the Plaintiff is entitled for relief recovery of Suit sum of Rs.11,46,245/- (Round off) (Rupees Eleven Lakhs Forty Six Thousand Two Hundred and Forty Five Only), of which the Plaintiff is entitled for relief of recovery of sum of Rs.1,62,881/- (Round off) for the Cash Credit Loan, a sum of Rs.7,81,472/- (Round off) for the Term Loan, a sum of Rs.57,702/- (Round off) for FITL Loan and a sum of Rs.1,44,190/- (Round off) for the WCTL Loan together with future interest at the rate of 10.08% per annum from the date of suit till the date of decree and thereafter at the rate of 6.00% per annum till the date of realization with monthly rests for all the four afore mentioned loan amounts and with cost from the defendant.

Typed directly into the Computer by Typist, corrected, 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 – BRISKILLAL G (Branch Manager, Plaintiff Bank).

II. List of Plaintiff side Exhibits:

- | | | | | |
|---|-------|------------|---|----------------|
| 1 | Ex.A1 | -- | Identification proof of Defendant | Copy |
| 2 | Ex.A2 | 31.08.2020 | Loan Application | Original |
| 3 | Ex.A3 | 17.12.2021 | Offer cum Acceptance Letter | Original |
| 4 | Ex.A4 | 17.12.2021 | Letter of Arrangement for CC, TL, WCTL and FITL | Original |
| 5 | Ex.A5 | 17.12.2021 | Hypothecation Agreement for CC, TL, WCTL and FITL | Original |
| 6 | Ex.A6 | 04.06.2024 | Account Statement for the mentioned loans 03.11.2020 to 04.06.2024 | Certified Copy |
| 7 | Ex.A7 | 21.01.2023 | Advocate Legal Notice | Office Copy |
| 8 | Ex.A8 | 28.01.2023 | Returned Postal Cover | Original |
| 9 | Ex.A9 | 25.09.2023 | Non Starter Report | 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. 173 of 2025
Date: 30.03.2026
SCJ, CBE