

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 27th Day of March 2026, Friday

C.O.S. No.193 of 2025

(CNR.No.TNCB23-002303-2024)

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

...Plaintiff

//Vs//

Mr. Naveen Kumar
Prop of Jayalakshmi Coir

...Defendant

This Original Suit came up before me for final hearing in the presence of Mr. S Karuppuswamy, Advocate for the Plaintiff Bank and the Defendant having remained *exparte* on *02.02.2026* 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 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.7,86,380/- (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 to Plaintiff.

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 had borrowed the loans 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 04.06.2024
1	Cash Credit Loan facility	11.10.2021	Rs.50,000/-	9.90%	Rs.10,802/-
2	Term Loan facility (months)	11.10.2021	Rs.8,00,000/-	9.90%	Rs.7,75,578/-
				Totally	Rs.7,86,380/-

For the above loans, 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 amounts. Based on the documents and account statements, 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 and post. The court summons was returned as “No Residence” and the postal summons was returned as “Addressee

Not Known”. Once again this court directed for issuance of summons to the defendant through court wherein the court summons to the defendant was being served and postal summons to the defendant was returned as “Unclaimed”. Upon receipt of summons, the defendant has failed to appear before the court proceedings. Since the defendant has not turned up on **02.02.2026**, the defendant was set **ex parte** on **02.02.2026**.

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 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 loan facility for their business purpose vide Loan Application in Ex.A2 dated 26.08.2021. The Plaintiff bank had sanctioned the 2 loan facilities to the defendant, Cash Credit Loan facility for a sum of Rs.50,000/- vide loan number 40510485306 and the Term Loan facility for a sum of Rs.8,00,000/- vide loan number 40510414367 together with interest at the rate of 9.90% per annum at monthly rests vide Sanction Letter in Ex.A3 dated 11.10.2021. The defendant had executed necessary common loan documents in favour of the plaintiff bank vide Ex.A4 and Ex.A5 dated 11.10.2021 and agreed to repay the Cash Credit Loan within stipulated period of time as per records and the Term Loan amount in 53 equated monthly instalments of Rs.19,329/- each as per records. It is the contention of the plaintiff bank 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, hence the plaintiff bank has classified the loan accounts as NPA on 01.05.2023. Thereafter the plaintiff bank has issued a legal notice to the defendant vide Ex.A7 dated 18.07.2023 to claim the outstanding amount from the defendant, the said notice was served vide acknowledgement card in Ex.A8 dated 21.07.2023 and even after the defendant didn't care to regularize and settle the amounts due to the plaintiff. It is the case of the plaintiff bank that the defendant has to repay the loan amounts for sum of **Rs.10,802/- (Round off)** for Cash Credit Loan facility and a sum of **Rs.7,75,578/- (Round off)** for Term Loan facility thus was totalling to the tune of **Rs.7,86,380/- (Round off)** as on **04.06.2024**. It is from the records that the plaintiff has initiated Pre – Institution Mediation before Coimbatore District Legal Service Authority in PIM No. 454/2024 on 05.04.2024 and it was treated as Non – Starter vide Report in Ex.A9 dated 30.05.2024 (Non – Starter Report). Since the defendant has not repaid the loan amount as agreed, the present suit is instituted by the plaintiff bank for the recovery of outstanding loan amounts based on the **Ex.A6** 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.7,86,380/- (Round off)** with interest and the plaintiff has filed the instant suit against the defendant on **09.12.2024** 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 the documents filed in support thereof. From the documents it is clear that the defendant has availed the 2 loans from the plaintiff bank on **11.10.2021**. Further the plaintiff bank has classified the loan accounts as NPA on **01.05.2023**. The present suit

is instituted on **09.12.2024** and e-filed on **18.11.2024** and it is from the records that the defendant has availed the loan and executed the loan documents in favour of the plaintiff bank on **11.10.2021**. Hence this court is of the considered view stand 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.A6** it could be perceived that the Suit Amount of **Rs.10,802/- (Round off)** for Cash Credit Loan facility and the Suit Amount of **Rs.7,75,578/- (Round off)** for Term Loan facility thus was totally as **Rs.7,86,380/- (Round off)** is the outstanding amounts to be paid by the defendant to the Plaintiff Bank along with the interest as on **04.06.2024**. As per the Bankers Book of Evidence Act, 1891 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 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.10,802/- (Round off)** for Cash Credit facility and the Suit sum of **Rs.7,75,578/- (Round off)** for Term Loan facility together with future interest at the rate of **10.08%** per annum thus was totally as **Rs.7,86,380/- (Round off)**

respectively 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 decreed that the plaintiff is entitled for relief of recovery of sum of Rs.7,86,380/- (Round off) (Rupees Seven Lakhs Eighty Six Thousand Three Hundred and Eighty Only) out of which, the plaintiff is entitled for relief of recovery of sum of Rs.10,802/- (Round off) for Cash Credit Loan facility and sum of Rs.7,75,578/- (Round off) for Term Loan facility 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% per annum till the date of realization with monthly rests 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, 27th Day of March, 2026

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

I. List of Plaintiff side Witness:

1. PW1 – BRISKILLAL G (Manager, Plaintiff Bank)

II. List of Plaintiff side Exhibits:

1	Ex.A1	--	Identification Proof of Defendant	Copy
2	Ex.A2	26.08.2021	Loan Application	Original

- | | | | | |
|---|-------|------------|---|----------------|
| 3 | Ex.A3 | 11.10.2021 | Sanction Letter | Original |
| 4 | Ex.A4 | 11.10.2021 | Letter of Arrangement for CC and TL | Original |
| 5 | Ex.A5 | 11.10.2021 | Hypothecation Agreement for CC
and TL | Original |
| 6 | Ex.A6 | 04.06.2024 | Account Statement for the mentioned
loans 13.10.2021 to 04.06.2024 | Certified Copy |
| 7 | Ex.A7 | 18.07.2023 | Legal Notice | Office Copy |
| 8 | Ex.A8 | 21.07.2023 | Acknowledgement Card | Original |
| 9 | Ex.A9 | 30.05.2024 | 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.193/2025
Date: 27.03.2026
SCJ, CBE