**IN THE COURT OF I ADDITIONAL DISTRICT & SESSIONS JUDGE, CUDDALORE.**

Present: **Tmt.G.Saraswathi, M.L.,**
I Additional District & Sessions Judge,
Cuddalore.

Monday, the 27th day of July, 2026

**Original Suit No.19 of 2026**

**(CNR.No.TNCD01-011850-2025)**

Punjab National Bank,
Manjakuppam, Cuddalore Branch,
Represented by its Branch Manager … Plaintiff

**-Vs-**

S.Chandramohan … Defendant

This suit was instituted on 27.11.2025 and was taken up for final hearing on 13.07.2026. Ms.C.R.Rajeethapriya, learned counsel for the plaintiff, appeared and advanced arguments on behalf of the plaintiff. Though summons were duly served on the defendant, he failed to appear before this Court and was therefore set ex-parte. Upon perusal of the pleadings, oral and documentary evidence, and upon hearing the submissions made on the plaintiff's side, this Court pronounces the following judgment.

**EXPARTE JUDGMENT**

The plaintiff has filed the present suit seeking a decree directing the defendant to pay a sum of Rs.10,32,994.74/- together with subsequent interest at the rate of 10.45% per annum with monthly rests from the date of plaint till realization, costs of the suit, and such other reliefs as this Court may deem fit and proper.

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**2. <u>Brief averments of the plaint:</u>**

The plaintiff is a nationalized bank carrying on banking business. The defendant availed an MSME loan bearing Account No.0104009000000293 for a sum of Rs.10,00,000/- on 20.10.2022. Prior to the sanction and disbursement of the loan, the defendant submitted a loan application dated 13.10.2022 and thereafter executed the necessary loan and security documents in favour of the plaintiff Bank. Under the terms of the loan transaction, the defendant undertook to repay the loan amount with interest and other charges as agreed. The plaintiff Bank was entitled to charge interest at the rate of 10.45% per annum or at such other rate as may be applicable in accordance with the directions and guidelines of the Reserve Bank of India and the terms of the Bank. The defendant also agreed to the charging of overdue interest and compounding of interest as per the contractual terms. Despite repeated demands, written communications and oral requests made by the plaintiff Bank, the defendant failed to regularize the account and committed continuous default in repayment. The plaintiff caused a legal notice to be issued to the defendant, but the defendant failed to discharge the outstanding liability. The defendant also executed a promissory note dated 20.10.2022 and a Balance and Security Confirmation Letter dated 15.10.2025 acknowledging the subsisting liability. As per the Statement of Account dated 23.10.2025, a sum of Rs.10,32,994.74/- remained due and payable by the defendant. Hence, the suit has been filed within the period of limitation for recovery of the said amount.

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**3. Evidence on the side of the plaintiff:**

On the side of the plaintiff, Mr. Santhoshkumar, Branch Manager of the plaintiff Bank, was examined as P.W.1 and Ex.A1 to Ex.A11 were marked. Since the defendant remained ex-parte, no oral or documentary evidence was adduced on his side.

**4. Point for determination:**

Whether the plaintiff is entitled to recover the suit claim from the defendant as prayed for?

**5. Discussion and finding:**

**5.1** Ex.A1, the loan application, Ex.A2, the Master Agreement, Ex.A3, the hypothecation document relating to goods and book debts, Ex.A6, the sanction of credit facilities, and Ex.A7, the agreement for loan, establish that the defendant availed an MSME loan of Rs.10,00,000/- from the plaintiff Bank on 20.10.2022. Ex.A4, the letter of undertaking, and Ex.A5, the promissory note, further establish the defendant's contractual liability to repay the loan amount with interest in accordance with the agreed terms.

**5.2** The loan documents provide for the charging of interest at the rate of 10.45% per annum, together with overdue interest and compounding of interest in accordance with the contractual terms and applicable banking norms. Ex.A8, the legal notice issued on behalf of the plaintiff, and Ex.A9, the acknowledgment card, prove that demand was made upon the defendant to clear the outstanding dues. Ex.A11, the

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Balance and Security Confirmation Letter dated 15.10.2025, shows acknowledgment of the subsisting liability by the defendant. Ex.A10, the Statement of Account, shows that the outstanding amount due as on 23.10.2025 was Rs.10,32,994.74/-.

**5.3** The defendant, despite due service of summons, failed to appear and contest the suit. The oral evidence of P.W.1 and the documentary evidence marked as Ex.A1 to Ex.A11 remain unchallenged. There is no contra evidence or material on record to disbelieve the plaintiff’s claim. The plaintiff has satisfactorily proved the loan transaction, execution of loan documents, default committed by the defendant, issuance of legal notice, acknowledgment of liability, and the amount outstanding. Therefore, this Court holds that the plaintiff is entitled to the relief claimed, subject to the rate of interest awarded herein.

In the result, the suit is decreed ex-parte with costs. The defendant is directed to pay to the plaintiff a sum of Rs.10,32,994.74/- being the outstanding amount as on the date of suit, together with interest at the rate of 10.45% per annum from the date of suit, namely 27.11.2025, till the date of decree, and thereafter interest at the rate of 9% per annum on the principal sum of Rs.10,00,000/- till realization.

Dictated to the Steno-Typist, directly typed by her, corrected and pronounced by me in open Court on this the 27th day of July, 2026.

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I Additional District and Sessions Judge,
Cuddalore.

**Plaintiff side witness**:

P.W.1 — Thiru. Santhoshkumar, Branch Manager of the plaintiff Bank.

**Plaintiff side documents**:

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| Ex.A1 | 13.10.2022 | Loan Application form executed by the defendant in favour of Plaintiff's Bank. |
| Ex.A2 | 20.10.2022 | Master Agreement executed by the defendant in favour of Plaintiff's Bank. |
| Ex.A3 | 20.10.2022 | Hypothecation of Goods and Book Debt to Secure Cash Credit Facility executed by the defendant in favour of Plaintiff's Bank. |
| Ex.A4 | 20.10.2022 | Letter of undertaking executed by the defendant in favour of Plaintiff's Bank. |
| Ex.A5 | 20.10.2022 | Promissory Note executed by the defendant in favour of Plaintiff's Bank. |
| Ex.A6 | 20.10.2022 | Sanction of credit facilities. |
| Ex.A7 | 20.10.2022 | Agreement for loan executed by the defendant in favour of Plaintiff's Bank. |
| Ex.A8 | 10.10.2025 | Legal Notice issued by the plaintiff's counsel to the defendant. |
| Ex.A9 | 11.10.2025 | Acknowledgment Card. |
| Ex.A10 | 23.10.2025 | Statement of Account for the period from 20.10.2022 to 20.10.2025 |
| Ex.A11 | 15.10.2025 | Balance and Security Confirmation Letter executed by the defendant in favour of Plaintiff's Bank. |

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