

IN THE COURT OF II ADDITIONAL DISTRICT JUDGE, ERODE

Present: V.Suresh B.A., B.L.,

II Additional District Judge, Erode

Thursday, the 02nd day of April 2026

OS.No.867 of 2022

(CNR No.TNED01-004624-2022)

State Bank of India,

Kandasamypalayam Branch,

Rep. By its Branch Manager

-Plaintiff

/ Vs /

R.Duraisamy

-Defendant

The suit coming before this court for final hearing on 10-03-2026 in the presence of Thiru.C.Shanmugam, Advocate for the plaintiff and Thiru.J.Chandran, Advocate for the defendant had not appeared and the defendant having remained exparte and upon hearing the arguments of the plaintiff side, perusing the records and having stood over for consideration till this date, this court delivers the following;

Judgment

01. The plaintiff had filed the suit under Order VII Rule 1 of CPC seeking to pass a preliminary mortgage decree for a sum of Rs.15,70,488/- together with future interest at the contractual rate of 10.60% p.a. from the date of suit till the date of realization and with costs of the suit, directing the defendant to pay the said sum so decreed to the plaintiff on or before a date to be fixed by this court, failing which directing the sale of the hypothecated property and the sale proceeds be applied by the plaintiff towards the decree amount subsequent interest and costs.

02. The averments made in the plaint in a nutshell

The defendant applied to the plaintiff bank for a crop loan for sum of Rs.15,50,000/-. On 22-10-2019 the plaintiff bank sanctioned the loan of Rs.15,50,000/- on 25-10-2019. The loan amount was disbursed to the defendant loan account No.KCC 38873728875. The defendant has deposited the title deeds of his property by a registered memorandum of deposit of title deed to the plaintiff bank on 07-03-2018 and created an equitable mortgage over the property. The defendant agreed and consented to repayment as per the loan arrangement letter. The defendant agreed the rate of interest 10.60 percent per annum. The interest rate will be revised from time to time as per the norms of the Reserve Bank of India and the same was intimated to the defendant. The plaintiff bank maintains the account properly. As per the loan account the balance due to the plaintiff bank is Rs.15,70,488/- as on 23-05-2022. The plaintiff bank issued legal notice on 21-04-2021 to the defendant and the defendant received the above said notice and he had not given any reply to the plaintiff council nor repaid the loan amount. Hence, the plaintiff come forward the suit on mortgage against the properties of the defendant. Hence, the plaintiff had come forward with the present suit.

03. The point for consideration is whether the plaintiff is entitled to recover the suit amount as prayed for?

04. Heard the arguments of plaintiff side. The defendant was set exparte. On the side of plaintiff, PW1 was examined and the documents in Ex.A1 to Ex.A9 were marked. The suit is one for recovery of loan amount based on mortgage the properties.

05. The PW1 who is the Manager of the plaintiff Bank had narrated entire facts of the case in his proof affidavit. The plaintiff in the pleadings and oral evidences had contented that the plaintiff had sanctioned crop loan of Rs.15,50,000/- to the defendant and that the defendant had created equitable mortgage with respect to the

suit properties as security for the loan transactions and that the defendant has to repay the loan amount with interest and that in the said transactions, an amount of Rs.15,70,488/- is outstanding in the loan accounts of the defendant and that defendant is liable to pay the said amount with subsequent interest on the said amount. The Ex.A1 to Ex.A4 would show that the plaintiff had sanctioned crop loan to the tune of Rs.15,50,000/- to the defendant.

06. The Ex.A5 & Ex.A6 would show that the defendant had created equitable mortgage in favour of the plaintiff with respect to the suit properties. The Ex.A7 & Ex.A8 would show that the plaintiff had issued notice to the defendant calling upon to pay the outstanding loan amount and that the defendant had received the said notice. The Ex.A9 would show that the defendant is liable to pay the plaintiff outstanding amount of Rs.15,59,928.75/- as on 19-03-2020. The plaintiff side had contended that even after repeated request, the defendant had failed to repay the outstanding loan amount. The defendant had not turned up to contest the suit. The plaintiff had established the case through oral and documentary evidences. Therefore, this court is of view that the plaintiff is entitled for an amount of Rs.15,70,488/- with subsequent interest and costs.

In the result, the defendants are jointly and severally directed to pay the plaintiff a sum of Rs.15,70,488/- (Rupees Fifty Lakhs Seventy thousand Four Hundred Eighty Eight only) together with interest at the rate of 9% per annum on the said amount from the date of plaint till the date of Judgment and thereafter, with interest at the rate of 6% per annum on the said amount till the date of realization with costs. Accordingly, preliminary decree for mortgage passed with costs.

Dictated by me to steno-typist, transcribed and directly typed by her in computer and

corrected and pronounced by me in the open Court on this, the 02nd day of April 2026.

II Additional District Judge,
Erode.

01. List of exhibits on the side of the plaintiff

- 01) Ex.A1 - 22-10-2019 - Original loan application
- 02) Ex.A2 - 25-10-2019 - Original sanctioned letter
- 03) Ex.A3 - 25-10-2019 - Original hypothecation agreement
- 04) Ex.A4 - 25-10-2019 - Original letter of arrangement
- 05) Ex.A5 - 07-03-2018 - Original release deed
- 06) Ex.A6 - 23-10-2019 - Original registered mortgage deed
- 07) Ex.A7 - 21-04-2021 - Copy of legal notice
- 08) Ex.A8 - 06-05-2022 - Original postal acknowledgment card
- 09) Ex.A9 - 23-05-2022 - Copy of statement of accounts

02. List of witnesses on the side of the plaintiff

- 1) PW1 - Krishnaraj

03. List of witnesses and exhibits on the side of defendant : Nil.

II Additional District Judge,
Erode.

Draft/Fair Judgment

OS No.867/2022

Date : 02-04-2026

II ADC, Erode