IN THE COURT OF THE SUBORDINATE JUDGE, SATHYAMANGALAM.

PRESENT: Tmt.K.S.Shabeena, M.L.,
Subordinate Judge, Sathyamangalam.

Wednesday, the 01st day of July 2026
(2057 Thiruvalluvarandu Parabhava varudam Aani Thingal 17th day)

O.S.No.258 of 2025

CNR.No.TNED050005482025

State Bank of India
Ayyansalai Branch
represented by its
Branch Manager. ... Plaintiff

-Vs -

Sudhamani ...Defendant

This suit came up for final hearing before me on 01.07.2026 in the presence of Thiru.N.S.Sakthivel, Advocate for the plaintiff and the defendant had not appeared before this court and called absent set exparte and upon hearing the arguments on plaintiff side and having stood over for consideration till this day, this court delivering the following…

JUDGMENT

The Suit filed for the plaintiff to pass a decree and judgment directing the defendant to pay a sum of Rs.1,03,515/- with costs and subsequent interest at the rate of 12.25% per annum from the date of filing of suit, till realization on monthly rests, to the plaintiff bank.

2. The averments of the plaint in brief:

At the request of the defendant and on her application dated 13.08.2020 the plaintiff bank had sanctioned an Crop Loan of Rs.75,000/- to her on 20.11.2020. The defendant was advised to avail the laon facilities and she was advised to regularize and repay the loan in monthly repayment in 10.25% interest. In consideration of advancing the above said loan to the defendant, she had given Hypothecation agreement and Letter of arrangement and executed other loan documents to the plaintiff bank on 20.11.2020. Subsequently the defendant had acknowedged her liability and executed Revival letter on 18.01.2023. The Defendant had misused the credit facilities granted to her and she had not routed the sale proceeds though the bank account. Hence an amount of Rs.1,03,515/- is outstanding due in the defendant's Crop Loan Account No.39824487931 as on 24.04.2025. The plaintiff bank officials many-a-time visited the defendant and requested her to discharge the debt due and called for to repayment of the amount. Hence the registered lawyer's notice issued to the defendant by the Plaintiff Bank dated 19.04.2025 and the defendant had received the notice on 21.04.2025. But the defendant failed to repay the amount intentionally. Hence the suit.

3. Despite service of summons, the defendant failed to appear before this Court and was set ex parte on 03.11.2025.

4.Now the point for consideration:

1. Whether the plaintiff is entitled to get the relief as prayed for?

5. Evidences:

To substantiate his case on the plaintiff side, Tmt.Uma Maheswari Assistant Branch Manager of the plaintiff Bank was examined as PW1 and Ex.A1 to Ex.A7 have been marked. The Defendant is called set exparte in this suit.

6. Points.

6.1. Heard. This Court had cautiously scrutinized the plaint, affidavit filed by the plaintiff, and the documents marked before this court.

6.2. To establish the case of the plaintiff, the Assistant Branch Manager of Plaintiff Bank was examined as PW1 and Ex.A1 to Ex.A7 have been marked through the PW1. On careful perusal of the chief examination of PW1 it could be seen that the PW1 had reiterated the averments set out in the plaint.

6.3. In respect of the loan transaction, the PW1 Marked the following documents to substantiate her case. Application Form given by defendant was marked as Ex.A1. Letter of arrangements was marked as Ex.A2. Loan Assumption agreement executed by the defendant was marked as Ex.A3. Revival letter executed by the defendant was marked as Ex.A4. Lawyer Notice was marked as Ex.A5. Acknowledgment Card was marked as Ex.A6. Statement of Account was marked as Ex.A7. Considering that the plaintiff is the Bank, the documents were admissible in evidence as per the Bankers Book Evidence Act.

6.4. This Court carefully perused the plaint, PW1's proof affidavit and Ex.A1 to A7. The plaintiff Bank sanctioned the above loan of Rs.75,000/- to the defendant on the basis of application form of Ex.A1 and after sanctioning the loan, the defendant had executed the necessary documents of Letter of arrangements, Loan Assumption Agreement and on perusal of Ex.A7 it could be seen that the defendant did not repay the loan as agreed by her. The Ex.A1 to Ex.A7 documents were cogently produced as per the section 101 of the Indian Evidence Act and substantiated the plaintiff 's claim.

6.5. Therefore this court opinion that, the evidence of PW1 and Ex.A1 to Ex.A7 documents were proved the loan transaction and the existing liability of the suit claim against the defendant.

6.6. In this case the defendant remained Ex-parte and she had not appeared before this court and had not chosen to file any written statement refuse the allegation made in the plaint. There is no contra evidence on behalf of the defendant to reject the claim of the plaintiff. Considering the above facts and circumstance this court is of the considered opinion that the plaintiff had established the case with available oral and documentary evidence. Hence the Court finds no ground to disbelieve the testimony of plaintiff witness. In view of unbuttered and unchallenged oral and documentary evidence led by plaintiff deserves to be accepted on its face value. Hence, the plaintiff is entitled to get the decree as prayed for.

6.7. As per section 34 of the code of civil procedure, the court has discretion to order interest from the date of suit till the date of decree in case the decree is for payment of money.

7. **1. In the result, the suit is decreed with cost.**

2. The plaintiff is entitled to recover the suit amount of Rs.1,03,515/- along with future interest at the rate of 9% per annum from the date of suit till the date of decree thereafter 6% per annum till realization to the principal amount from the defendant.

Dictated by me to the Steno typist, typed by her in the Computer directly, corrected and pronounced by me in open court on this the 01st day of July 2026.

K S SHABEENA Digitally signed by K S SHABEENA Date: 2026.07.21 11:29:32 +0530

Subordinate Judge,
Sathyamangalam.

Plaintiff's side witnesses:

P.W.1. Tmt.Umamaheswari

Plaintiff 's side Exhibits

Ex.A1	13.08.2020	Loan Application form of the defendant	Original
Ex.A2	20.11.2020	Letter of arrangements	Original
Ex.A3	20.11.2020	Loan Assumption Agreement	Original
Ex.A4	18.01.2023	Revival letter	Original
Ex.A5	19.04.2025	Lawyer's Notice	Office Copy
Ex.A6	21.04.2025	Acknowledgment Card	Original
Ex.A7	24.04.2025	Statement of Account No.39824487931	True Copy

Defendant side witnesses and documents:- **-NIL-**

K S SHABEENA Digitally signed by K S SHABEENA Date: 2026.07.21 11:29:38 +0530

Subordinate Judge,
Sathyamangalam.