

IN THE COURT OF THE SUBORDINATE JUDGE, SATHYAMANGALAM.

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

Friday, the 17th day of April 2026
(2057 Thiruvalluvarandu Parabhava varudam Chithirai Thingal 04th day)

O.S.No.247 of 2024

CNR.No.TNED050006442024

State Bank of India
Bhavanisagar Branch
represented by its
Branch Manager.

... Plaintiff

-Vs -

K.Kariyappan

...Defendant

This suit came up for final hearing before me on 17.04.2026 in the presence of Thiru.M.G.Shajukumar, 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.3,32,814/- with costs and subsequent interest at the rate of 11.90% per annum from the date of filing of suit, till realization on half yearly rests, on or before a particular date, if the defendant defaults payment, to pass final

decree for sale of mortgaged property, in case the proceeds of the sale are found to be in sufficient to satisfy the decree a amount due to the plaintiff then that liberty to be reserved to the plaintiff to apply for an orders for the balance.

2. The averments of the plaint in brief:

At the request of the defendant and on his application dated 30.01.2014 the plaintiff bank had sanctioned an Cash Credit Loan of Rs.3,00,000/- to him on 31.01.2014. The defendant was advised to avail the laon facilities and he was advised to regularize and repay the loan in monthly repayment in 11.90% interest. In consideration of advancing the above said loan to the defendant, he had given Hypothecation agreement and executed other loan documents to the plaintiff bank on 31.01.2014. The defendant had deposited title deeds regarding his immovable property, as collateral security to the plaintiff's bank on 24.01.2014. The Defendant had misused the credit facilities granted to him and he had not routed the sale proceeds though the bank account. Hence an amount of Rs.3,32,814/- is outstanding due in the defendant's Cash Credit Loan Account No.36205366615 as on 25.05.2024. The plaintiff bank officials many-a-time visited the defendants and requested him to discharge the debt due and called for to repayment of the amount. 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 06.10.2025.

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, Thiru.Soundarraaj Branch Manager of the plaintiff Bank was examined as PW1 and Ex.A1 to Ex.A5 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 Branch Manager of Plaintiff Bank was examined as PW1 and Ex.A1 to Ex.A5 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 his case. Application Form given by defendant was marked as Ex.A1. Letter of arrangements was marked as Ex.A2. Hypothecation agreement executed by the defendant was marked as Ex.A3. Statement of Account was marked as Ex.A4. Mortgage deed executed by the defendant was marked as Ex.A5. 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 A5. The plaintiff Bank sanctioned the above loan of Rs.3,00,000/- 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 Mortgage deed, Hypothecation Agreement and on perusal of Ex.A4 it could be seen that the defendant did not repay the loan as agreed by him. The Ex.A1 to Ex.A5 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.A5 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 he 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 and passed the preliminary decree of mortgage as follows.
2. This court directing the defendant to pay a sum of Rs.3,32,814/- 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 from the defendant.
 3. Time for payment is 6 months. If the payment is not made the plaintiff may apply the final decree for sale of mortgaged property.
 4. If the proceeds of the sale are found to be insufficient to satisfy the decree amount of the plaintiff, liberty reserved to the plaintiff to apply for an order for the balance.

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 17th day of April 2026.

Subordinate Judge,
Sathyamangalam.

Plaintiff's side witnesses:

P.W.1. Thiru.Soundarraaj

Plaintiff 's side Exhibits

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|-------|------------|----------------------------------------|----------------|
| Ex.A1 | 30.01.2014 | Loan Application form of the defendant | Original |
| Ex.A2 | 31.01.2014 | Letter of arrangements | Original |
| Ex.A3 | 31.01.2014 | Hypothecation Agreement | Original |
| Ex.A4 | 25.05.2024 | Statement of Account No.36205366615 | Certified Copy |
| Ex.A5 | 24.01.2014 | Mortgage deed | Original |

Defendant side witnesses and documents:- -NIL-

Subordinate Judge,
Sathyamangalam.