

**IN THE COURT OF THE SPECIAL COURT FOR FOREST OFFENCE
CASES, NAGERCOIL.**

Present : Tmt. C. Kalaiyarasi Reena, M.L.,
Special Judge, Nagercoil.

Tuesday, the 24th day of March, 2026.

O. S.No. 77/2025

CNR.No.TNKK05-000030-2026

The Canara Bank,
Boothapandy Branch,
Represented by its Branch Manager.

... Plaintiff

//Vs//

1. Jeya priya
2. Rani

... Defendants

This suit having coming up for final hearing before me on 11.03.2026 in the presence of Thiru.Asokan, Advocate for plaintiff and the defendants remains exparte and upon hearings the arguments of plaintiff side and perusing all the relevant records and the same having stood over for consideration till this day, this Court delivers the following:

JUDGMENT

1. Suit filed for Recovery of Money to a sum of Rs.4,26,108/- with future interest on the same at the contractual rate of 10.95% per annum with monthly rests from the date of plaint till realization of the same to be realized from the defendants and their assets.

2. The case of the plaintiff as stated in the plaint is as follows :

i) The Plaintiff is a Nationalized Bank consituted and governed by the Banking Companies Act and having its office at Bangalore and Branch Office at Boothapandy in Kanyakumari District. The Branch Manager is the Principal Officer of the Plaintiff Bank, who is empowers to sign and verify the pleadings.

ii) On 13.11.2013, the defendants and one M.Isac have applied for an educational loan of Rs.2,46,000/- from the plaintiff's Bank for pursuing B.Sc., Nursing Course by the 1st defendant at Vellalar College of Nursing, Erode. The plaintiff's bank sanctioned Rs.2,46,000/- on 13.11.2013 under loan account number 1265651015837 to the defendants. As security for loan, the defendants and one M.Isac were executed the education loan agreement for the repayment of loan of Rs.2,46,000/- availed by the defendants as per the loan agreement dated 13.11.2013.

iii) The defendants promised to repay the loan in 120 monthly installments with interest at the rate of 10.95% per annum or such other rate and rests as and when revised by Reserve Bank of India. The 1st installment of Rs.45,000/- was disbursed on 13.11.2013 and the 2nd installment of Rs.10,000/- was disbursed on 6.5.2014 and the 3rd installment of Rs.62,000/- was disbursed on 15.6.2015 and the 4th installment of Rs.62,000/- was disbursed on 23.2.2016. Total disbursed amount is Rs.1,79,000/-. At the time of obtaining the loan the 1st defendant is minor after attaining the majority the 1st defendant has acknowledged her liability and executed the attaining majority letter to the plaintiff bank on 13.11.2014. The defendants on 01.10.2019, 4.9.2021 and 3.7.2022 executed Acknowledgment of Debt and security in favour of the plaintiff's bank and acknowledged their liability to repay the loan.

iv) The defendant one M.Isac did not repay the loan as promised by them and defaulted repayments. So, the plaintiff's Bank on 7.8.2024 sent notice to the defendants one M.Isac and the defendants had not received the suit notice and it was returned on 8.8.2024 as "Deceased". The deceased M.Isac's legal heir Jeya Priya and Rani are already party in array as the defendants. Even after that the defendants did not turn to the bank and settle the said transaction to till date. The defendants are liable to pay Rs.4,26,108/- to the plaintiff's bank as on 3.7.2024. The plaintiff not claim any interest from 4.7.2024 to till date of filing the suit. The defendants were jointly and severally liable to pay the above amount to the plaintiff.

3. For 1st Defendant, court and postal summon returned as now in abroad and paper publication for 1st defendant filed on plaintiff's side, but she did not appear before this court hence 1st defendant set exparte on 12.1.2026 and for the 2nd defendant, court and postal summon duly served as she did not appear before this court, the 2nd defendant set exparte on 15.7.2025.

4. **Point for consideration:**

Whether the Plaintiff is entitled for Recovery of Money to a sum of Rs.4,26,108/- with future interest on the same at the contractual rate of 10.95% per annum with monthly rests from the date of plaint till realization of the same to be realized from the defendants and their assets ?

5. On the side of the plaintiff, the Branch Manager, Boothapandy Branch, was examined as P.W.1 and Exhibits A1 to A11 were marked. On the side of defendants, they remains exparte.

6. On careful perusal of the pleadings, evidence and Exhibits marked on the side of the Plaintiff, it is found that, on 13.11.2013, the defendants and one M.Isac have applied for an educational loan of required of Rs.2,46,000/- from the plaintiff's Bank for pursuing B.Sc., Nursing Course by 1st defendant at Vellalar College, Erode that the original educational loan application has been marked as Ex.A1. The plaintiff's bank sanctioned Rs.2,46,000/- on 13.11.2013 under loan account number 1265651015837 to the defendants that the sanctioned memorandum has been marked as Ex.A2. As security for loan, the defendants and one M.Isac were executed the education loan agreement for the repayment of loan of Rs.2,46,000/- availed by the defendants as per the loan agreement dated 13.11.2013 that the educational loan agreement has been marked as Ex.A3. At the time of obtaining the loan the 1st defendant is minor after attaining the majority the 1st defendant has acknowledged her liability and executed the attaining majority letter to the plaintiff bank on 13.11.2014, that the Original letter of attaining majority for 1st defendant has been marked as

Ex.A4. The defendants on 01.10.2019, 4.9.2021 and 3.7.2022 executed Acknowledgment of Debt and security in favour of the plaintiff's bank and acknowledged their liability to repay the loan and marked as Exs.A5, A6 and A7 respectively. The defendants did not repay the loan as promised by them and defaulted repayments hence the plaintiff's Bank on 7.8.2024 sent notice to the defendants and one M.Isac which marked as Ex.A8. The legal notice sent to defendants returned on 8.8.2024 and legal notice to M.Isac returned as deceased, which marked as Ex.A9 and Ex.A10 respectively. On careful perusal of Ex.A11 shows that the 1st installment of Rs.45,000/- was disbursed on 13.11.2013 and the 2nd installment of Rs.10,000/- was disbursed on 6.5.2014 and the 3rd installment of Rs.62,000/- was disbursed on 15.6.2015 and the 4th installment of Rs.62,000/- was disbursed on 23.2.2016. Total disbursed amount is Rs.1,79,000/-.

7. On careful perusal of the evidence of P.W.1 and the documents, it reveals that the Defendants borrowed Rs.2,46,000/- from the plaintiff's Bank for educational loan, as per the loan agreement, and the Defendants willfully failed to repay the loan amount till date. Further the defendants executed acknowledgment of debt and the legal notice was sent by the plaintiff in time. Based on these documents, the plaintiff has shown that the defendant borrowed Rs.2,46,000/- as educational loan from the plaintiff's bank and defendants are liable to repay the amount due to the plaintiff's bank along with the interest as pleaded by the plaintiff.

8. On the other hand, for 1st Defendant, court and postal summon returned as now in abroad and paper publication for 1st defendant filed on plaintiff's side, but she did not appear before this court hence 1st defendant set exparte on 12.1.2026 and for the 2nd defendant, court and postal summon duly served as she did not appear before this court, the 2nd defendant set exparte on 15.7.2025. Hence, there is no contra-evidence available to disbelieve the version of the plaintiff regarding the educational loan sanctioned on 13.11.2013 in favour of the defendants, who failed to repay the same as per the terms of the loan agreement till date.

9. In the above stated facts, evidence and circumstances and in the interest of justice, this court is of the considered view that the Plaintiff has established and proved his case and that he is entitled for the relief of Recovery of Money due on the suit educational loan with future interest and cost of the suit from the Defendants.

10. On careful perusal of Ex.A11 shows that the 1st installment of Rs.45,000/- was disbursed on 13.11.2013 and the 2nd installment of Rs.10,000/- was disbursed on 6.5.2014 and the 3rd installment of Rs.62,000/- was disbursed on 15.6.2015 and the 4th installment of Rs.62,000/- was disbursed on 23.2.2016. Total disbursed amount is Rs.1,79,000/-.

11. In result, this suit is Decreed without costs. Consequently, it is hereby ordered that the Defendants shall pay the suit educational loan amount to a sum of Rs.1,79,000/-(Rupees One lakh and Seventy Nine Thousand only) to the Plaintiff with interest on the principal amount at the rate of interest at 10.95% per annum from the date of borrowal till the date of presentation of plaint and at the rate of 7 % per annum from the date of presentation of the plaint till the date of Decree and at the rate of 6% per annum from the date of Decree till the date of realization.

Dictated to the Steno-typist and directly typed by her in computer and corrected and pronounced by me in the open court on **24th day of March, 2026.**

Special Judge,
Nagercoil.

APPENDIX :

PLAINTIFF SIDE EXHIBITS :

Ex.A1	13.11.2013	Original Application of Educational Loan.
Ex.A2	13.11.2013	Original Sanction Letter of Educational Loan.
Ex.A3	13.11.2013	Original Educational Loan Agreement.
Ex.A4	13.11.2014	Original Letter of Attaining Majority of 1 st defendant.
Ex.A5	01.10.2019	Original acknowledgement of debt and security.
Ex.A6	04.9.2021	Original acknowledgement of debt and security.
Ex.A7	3.7.2022	Original acknowledgement of debt and security.
Ex.A8	7.8.2024	Legal Notice issued by Plaintiff with Postal Receipt.
Ex.A9	8.8.2024	Original postal cover with acknowledgment card returned for the defendants.
Ex.A10	8.8.2024	Original postal cover with acknowledgment card returned for M.Isac.
Ex.A11	26.7.2024	Account Statement from 26.7.2000 to 26.7.2024.

PLAINTIFF SIDE WITNESSES :

PW1 – Thangaraj (Plaintiff)

DEFENDANTS SIDE WITNESSES AND EXHIBITS : Nil

Special Judge,
Nagercoil.

O.S.No.77/2025
Draft/Fair Judgment
Dated : 24.03.2026.