

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

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

Thursday, the 09th day of July, 2026.

O.S.No. 74/2025

CNR.No.TNKK05-000059-2026

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

... Plaintiff

//Vs//

1. Sujitha
2. Gilbert Vetha Singh

... Defendants

This suit having coming up for final hearing before me on 03.07.2026 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.4,09,127/- with future interest at the rate of 10% per annum from the date of plaint till the date of realization 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 Body corporation 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 16.08.2010, the defendants have applied for an educational loan of Rs.1,30,000/- from the plaintiff's Bank for pursuing B.E., Course by the 1st defendant at M.E.T. Engineering College. The plaintiff's bank sanctioned Rs.1,30,000/- on 20.8.2010 under loan account number 1265651015785 to the defendants. As security for loan, the defendants were executed the education loan agreement for the repayment of loan of Rs.1,30,000/- availed by the defendants as per the loan agreement dated 16.08.2010.

iii) The defendants promised to repay the loan in 60 monthly installments with interest at the rate of 10% per annum or such other rate and rests as and when revised by Reserve Bank of India. The 1st installment of Rs.32,500/- was disbursed on 20.08.2010 and the 2nd installment of Rs.32,500/- was disbursed on 8.9.2010 and the 3rd installment of Rs.32,500/- was disbursed on 15.7.2011 and the 4th installment of Rs.32,500/- was disbursed on 2.7.2012. Total disbursed amount is Rs.1,30,000/-. The defendants on 03.7.2014, 26.11.2016, 6.3.2019, 13.2.2022 and 15.11.2023 executed Acknowledgment of Debt and security in favour of the plaintiff's bank and acknowledged their liability to repay the loan.

iv) The plaintiff's Bank issued legal notice to the defendants on 7.8.2024 and the same was returned by the defendants on 9.8.2024. Even after that the defendants did not settle the transaction till date. The defendants are liable to pay Rs.4,09,127/- to the plaintiff's bank as on 15.7.2024. The plaintiff not claim any interest from 16.7.2024 to till date of filing the suit, hence the defendants were jointly and severally liable to pay the above amount to the plaintiff.

3. For 2nd Defendant, court and postal summon served, but he did not appear before this court hence 2nd defendant set exparte on 21.4.2025 and for the 1st defendant, court and postal summon duly served through her father as she resides in

abroad and she did not appear before this court, hence, the 1st defendant set exparte on 2.6.2026.

4. **Point for consideration:**

Whether the Plaintiff is entitled for Recovery of Money to a sum of Rs.4,09,127/- with future interest at the rate of 10% per annum from the date of plaint till the date of realization from the defendants?

5. On the side of the plaintiff, the Branch Manager, Boothapandy Branch, Canara Bank was examined as P.W.1 and Exhibits A1 to A10 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 16.8.2010, the defendants have applied for an educational loan of Rs.1,30,000/- from the plaintiff's Bank for pursuing B.E., Course by the 1st defendant at M.E.T. Engineering College that the original educational loan application has been marked as Ex.A1. As security for loan, the defendants were executed the education loan agreement for the repayment of loan of Rs.1,30,000/- availed by the defendants as per the loan agreement dated 16.8.2010 that the educational loan agreement has been marked as Ex.A2. The defendants on 03.7.2014, 26.11.2016, 6.3.2019, 13.2.2022 and 15.11.2023 executed Acknowledgment of Debt and security in favour of the plaintiff's bank and acknowledged their liability to repay the loan that the letter of acknowledgment of debt and security has been marked as Exs.A3 to A7 respectively. The plaintiff's Bank on 7.8.2024 issued legal notice to the defendants and the same was returned by the defendants on 9.8.2024 that the Legal notice along with postal receipts and the return postal cover and the postal acknowledgment card has been marked as Ex.A8 and Ex.A9 respectively. On careful perusal of Ex.A10 shows that the 1st installment of Rs.32,500/- was disbursed on

20.08.2010 and the 2nd installment of Rs.32,500/- was disbursed on 8.9.2010 and the 3rd installment of Rs.32,500/- was disbursed on 15.7.2011 and the 4th installment of Rs.32,500/- was disbursed on 2.7.2012. Total disbursed amount is Rs.1,30,000/-.

7. On careful perusal of the evidence of P.W.1 and the documents, it reveals that the Defendants borrowed Rs.1,30,000/- 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 defendants borrowed Rs.1,30,000/- 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 2nd Defendant, court and postal summon served, but he did not appear before this court hence 2nd defendant set exparte on 21.4.2025 and for the 1st defendant, court and postal summon duly served through her father as she resides in abroad and she did not appear before this court, hence, the 1st defendant set exparte on 2.6.2026. Hence, there is no contra-evidence available to disbelieve the version of the plaintiff regarding the educational loan sanctioned on 16.08.2010 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 interest from the Defendants.

10. In result, this suit is Decreed without costs. Consequently, it is hereby ordered that the Defendants shall jointly and severally liable to pay the loan amount to a sum of Rs.4,09,127/- (Rupees four lakhs nine thousand hundred and twenty seven only) to the Plaintiff with interest on the principal amount of Rs.1,30,000/- at the rate of interest at 7% per annum from the date of presentation of 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 **09th day of July, 2026.**

Special Judge,
Nagercoil.

APPENDIX :

PLAINTIFF SIDE EXHIBITS :

Ex.A1	16.08.2010	Original Educational Loan Application.
Ex.A2	16.08.2010	The educational loan agreement.
Ex.A3	03.07.2010	Letter of acknowledgement of debt and security.
Ex.A4	26.11.2016	Letter of acknowledgement of debt and security.
Ex.A5	06.03.2019	Letter of acknowledgement of debt and security.
Ex.A6	13.2.2022	Letter of acknowledgement of debt and security.
Ex.A7	15.11.2023	Letter of acknowledgement of debt and security.
Ex.A8	07.08.2024	Legal Notice issued by Plaintiff with Postal Receipt.
Ex.A9	09.08.2024	Original Returned postal cover with acknowledgement card.
Ex.A10	26.07.2024	Account Statement from 26.7.2000 to 26.7.2024.

PLAINTIFF SIDE WITNESSES :

PW1 – Kalingaraj (Plaintiff)

DEFENDANTS SIDE WITNESSES AND EXHIBITS : Nil

Special Judge,
Nagercoil.

O.S.No.74/2025
Draft/Fair Judgment
Dated : 09.07.2026.