TNKK150005022024

IN THE COURT OF THE SUBORDINATE JUDGE, ERANIEL

Present : Thiru. R. Karl Marx, B. L.,
Subordinate Judge, Eraniel

Monday, the 27th day of July 2026

O.S. No. 10/2025

CNR No.TNKK15-000502-2024

M/s. Union Bank of India,
at its Branch Office at Kadiyapattinam,
represented by its Manager. ...Plaintiff

-Vs-

1. M. Felix Jegues
2. P. Melkiyas ...Defendants

This suit is came up today i.e., 27.07.2026 for final hearing before me in the presence of Mr. C.Ashok Kumar Counsel for Plaintiff and Defendants were called absent and set exparte and upon hearing plaintiff side arguments and after perusing all the available records and having stood over for consideration till this day and this court delivered the following.

JUDGMENT

The suit has been filed by the plaintiff under Section 26 Order VII Rule 1 of CPC., for directing the defendants to pay a sum of Rs.2,61,713/- along with future interest from 03.05.2024, at the rate of 12.95% per annum with monthly rests plus penal interest at the rate of 2% from the date of plaint till the date of realization of entire amount from the defendants and for costs.

2. **Brief averments made in the plaintiff is as follows:**

On 08.10.2013, the defendants have submitted an application to the plaintiff for sanctioning an Education Loan of Rs. 3,05,000/-, and on the request of the first and second defendants, the plaintiff had sanctioned the Education Loan of Rs.3,05,000/-, on 31.10.2013. The 1st and 2nd defendants have agreed to pay the interest at the rate of 12.95 % per annum. The defendants have agreed to pay 2% penal interest in addition to the above referred interest. The defendants have availed the loan for the purpose of the 1st defendant's educational need and also executed a demand promissory note, loan agreement and other relevant loan documents in favour of plaintiff Bank on 31.10.2013. The defendants obtained the educational loan from the plaintiff's bank for the 1st defendant's education. The 2nd defendant is the co-applicant and executed relevant documents in favour of plaintiff on 31.10.2013. The defendants requested 56 months installment from the plaintiff, and the plaintiff had granted initial 56 months installment. The defendants have promised to repay the loan amount within 72 months in monthly EMI of Rs. 6,043/- after the initial installment holiday of 56 months. The first installments fall on June 2018, this was accepted by the defendants. The defendants knew about the installment details and agreed the same. The 2nd defendant agreed stood as guarantor and also executed relevant documents on 31.10.2013. In the meantime, on 25.10.2016, 07.05.2019, 15.12.2020 and 30.04.2022, the defendants acknowledged liability by way of balance confirmation and executed the acknowledgment of liability in favour of the plaintiff. On 08.08.2023, the plaintiff issued the first notice to the defendants and thereby, called upon the defendants to pay the amount of Rs.2,61,713/-, as on 30.06.2023 and the defendants received the notice. But the defendants did not come forward to repay the entire loan amount. As per the statement of account, as on 02.05.2024, the defendants are liable to pay a sum of Rs.2,61,713/- to the plaintiff.

3. On behalf of the plaintiff, the Plaintiff Bank Branch Manager was examined as PW1 and Exs.A1 to A16 were marked.

4. The 1st defendant called, marked absent and set exparte on 13.07.2026 and 2nd defendant called, marked absent and set exparte on 08.10.2025.

5. Point for determination:

Whether the plaintiff is entitled to the relief of recovery of money?

Answer to Point :

6. Heard the arguments advanced by the learned counsel for the plaintiff and perused the entire records carefully. The case of the plaintiff is that the defendants namely Mr. Felix Jegues and Mr. Melkiyas have availed a sum of Rs.3,05,000/- as an educational loan for 1st defendant on 31.10.2013, agreeing to repay the said amount along with the interest at the rate of 12.95% per annum. Thereafter, the defendants have not repaid the principal and interest which comes to Rs.2,61,713 /-.

7. In order to substantiate the plaintiff case, the Plaintiff Bank Branch Manager was examined as PW1. The loan application submitted by the 1st defendant was marked as Ex.A1 dated 08.10.2013. The letter of sanction issued by the plaintiff bank dated 31.10.2013, sanctioning the educational loan

was marked as Ex. A2. Demand Promissory note dated 31.10.2013, executed by the defendants in favour of the plaintiff was marked as Ex.A3. Educational loan agreement dated 31.10.2013 was marked as Ex. A4. Letter of undertaking agreeing the 1st defendant to repay the loan amount dated 31.10.2013 was marked as Ex.A5. Letter of undertaking from Guarantor dated 31.10.2013 was marked as Ex.A6. Letter of undertaking from the defendants dated 31.10.2013 was marked as Ex.A7. Letter of undertaking from Guarantor dated 31.10.2013 was marked as Ex.A8. Balance confirmation executed by the defendants dated 25.10.2016, 07.05.2019, 15.12.2020 and 30.04.2022 were marked as Ex.A9 to A12. Legal notice issued by the bank dated 08.08.2023 was marked as Ex.A13. Postal acknowledgment cards were marked as Ex.14 and A15. Statement of account dated 02.05.2024 was marked as Ex.A16.

8. All the above evidence adduced by the plaintiff would show that the defendants have availed an educational loan of Rs.3,05,000/- from the plaintiff on 08.10.2023, for 1st defendant, agreeing to repay the said amount along with the interest at the rate of 12.95% per annum. The defendants also executed various documents including demand promissory note and letter of undertaking to repay the said amount. In fact the defendants have executed balance confirmation through Ex.A9 to A12. The above Exhibits A1 to A12 would show that the last balance confirmation was executed by the defendants on 30.04.2022, if it is so, the suit is in time. Ex.A16, statement of account would show that the defendants are liable to pay Rs. 2,61,713/-.

9. In order to dispute the above case and evidence of the plaintiff, the defendants have not chosen to appear before this court to contest the case, and they were set exparte, therefore, the evidence of the PW1 is not disputed and unchallenged. Hence, the plaintiff is entitled to the relief of recovery of money as prayed for. In so far as, the interest is concerned the loan availed by the defendants are for educational purpose, which is not commercial purpose, therefore, the bank is entitled to get the normal interest at the rate of 7% per annum from the date of the plaint till the date of decree and thereafter, at the rate of 6% per annum till the date of realization of the said amount of Rs.2,61,713/- and this point is answered accordingly.

In the result, the suit is partly decreed as follows:

i) The defendants are directed to pay a sum of Rs.2,61,713/- together with interest at the rate of 7% per annum from the date of the suit till the date of decree and thereafter at the rate of 6% per annum till the date of realization of the said amount of Rs.2,61,713/- .

ii) The defendants shall pay the costs of the suit.

Directly dictated to the steno typist and directly computerized by her, corrected and pronounced by me in the open court, on this 27th day of July 2026.

R KARL MARX

Digitally signed by R KARL MARX
Date: 2026.07.27 17:37:16 +0530

Sub Judge,
Eraniel.

1. List of plaintiff side witness:

PW1 : Mr.Suthan (Bank Branch Manager)

2. List of Plaintiff side Exhibits:

Ex.A1	31.10.2013	Loan application letter
Ex.A2	31.10.2013	Sanctioning letter
Ex. A3	31.10.2013	Demand Promissory note executed by the defendants in favour of the plaintiff
Ex.A4	31.10.2013	Educational loan agreement
Ex.A5	31.10.2013	Letter of undertaking agreeing the 1st defendant to repay the loan amount
Ex.A6	31.10.2013	Letter of undertaking from the defendants
Ex.A7	31.10.2013	Letter of undertaking from the defendants
Ex.A8	31.10.2013	Letter of undertaking from Guarantor
Ex.A9	25.10.2016	Balance confirmation executed by the defendants
Ex.A10	07.05.2019	Balance confirmation executed by the defendants
Ex.A11	15.12.2020	Balance confirmation executed by the defendants
Ex.A12	30.04.2022	Balance confirmation executed by the defendants
Ex.A13	08.08.2023	Legal notice issued by the bank
Ex.A14	-	Postal acknowledgment card
Ex.A15	-	Postal acknowledgment card
Ex.A16	02.05.2024	Statement of account

3. List of defendants side witness & exhibits : NIL

R KARL MARX

Digitally signed by R KARL MARX
Date: 2026.07.27 17:37:24 +0530

Sub Judge,
Eraniel.

Sub Court, Eraniel
Fair/Draft Judgment
O.S. No. 10/2025
Date: 27.07.2026